

445-190

ORIGINAL DOCUMENTS IN SAFE

Case No. 445

Date of filing: 23 Jan '92

\*\* AWARD - Type of Award AAI  
- Date of Award 23 Jan '92  
4 pages in English 4 pages in Farsi  
+JR+SA

\*\* DECISION - Date of Decision \_\_\_\_\_  
\_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

\*\* CONCURRING OPINION of \_\_\_\_\_  
- Date \_\_\_\_\_  
\_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

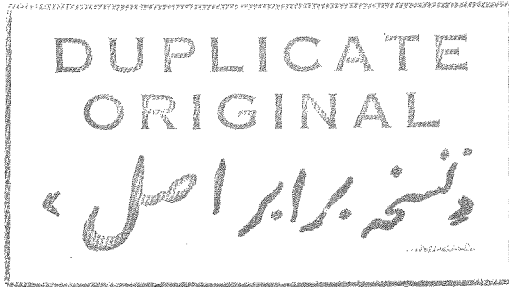
\*\* SEPARATE OPINION of \_\_\_\_\_  
- Date \_\_\_\_\_  
\_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

\*\* DISSENTING OPINION of \_\_\_\_\_  
- Date \_\_\_\_\_  
\_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

\*\* OTHER; Nature of document: \_\_\_\_\_  
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- Date \_\_\_\_\_  
\_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

IRAN-UNITED STATES CLAIMS TRIBUNAL

دیوان داورى دعاوى ایران - ایالات متحدہ



CASE NO. 445

CHAMBER ONE

AWARD NO. 527-445-1

MITRA LEASING CORPORATION,  
Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN,  
MINISTRY OF HOUSING AND URBAN  
DEVELOPMENT, FOUNDATION FOR THE  
OPPRESSED (BONYAD-MOSTAZAFAN) and  
STARLINE IRAN COMPANY,  
Respondents.

IRAN-UNITED STATES CLAIMS TRIBUNAL	دیوان داورى دعاوى ایران - ایالات متحدہ
FILED	ثبت شد
DATE	23 JAN 1992
	تاریخ ۱۳۷۰ / ۱۱ / ۲

AWARD ON AGREED TERMS

1. On 13 December 1991 a Joint Request for an Arbitral Award on Agreed Terms was received by the Tribunal, which was signed by THE AGENT OF THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN on the one hand, and by a representative of MITRA LEASING CORPORATION on the other, requesting the Tribunal to record a Settlement Agreement dated 11 November 1991 as an Arbitral Award on Agreed Terms pursuant to Article 34, paragraph 1, of the Tribunal Rules. The Settlement Agreement was entered into by Mitra Leasing Corporation, "on its own behalf and on behalf of the assignors of the claims and/or the owners of the containers constituting the subject matter of the Case No. 445", (collectively referred to thereunder as "Mitra"), on the one part, and Starline Iran Co., the Foundation for the Oppressed (Bonyad Mostazafan), and the Ministry of Housing and Urban Development (thereafter collectively referred to as the Respondents), on the other part. A copy of both the Joint Request and the Settlement Agreement is attached.

2. The Settlement Agreement provides for certain reciprocal obligations of the Parties. It is stated in Article Three, that

"[i]n consideration of full, final and definitive settlement and liquidation of all disputes, differences, claims, counterclaims, and matters related to the subject-matter of the Claims, counterclaims and/or any other matters related thereto, the sum of US\$145,500 (one hundred forty five thousand and five hundred United States dollars) shall be paid to Mitra 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."

3. Article Four of the Settlement Agreement provides, inter alia, that

"Upon the submission of this Settlement Agreement to the Tribunal Mitra shall prepare and submit to the Tribunal two separate notarized bills of sale (one for 87 and the other for 50 containers) relinquishing all of the rights or entitlements of

Mitra, its subsidiaries, affiliates, assignees, transferees, successors, agents, its parent companies or its parent subsidiaries, affiliates, assignees, transferees, successors and agents to the containers that constitute the Claims, and transferring them to the Respondents."

On 19 December 1991 Mitra submitted two bills of sale, which were not notarized as required by Article Four of the Settlement Agreement. A copy of these bills of sale was served upon the Agent of the Government of the Islamic Republic of Iran.

On 23 December 1991 Mitra submitted to the Tribunal two notarized bills of sale in conformity with Article Four of the Settlement Agreement. A copy of these bills of sale was served upon the Agent of the Government of the Islamic Republic of Iran. On 13 January 1992 Mitra submitted a letter in which it requested the Tribunal to issue the bills of sale to the Respondents in the manner usually followed by the Tribunal. A copy of both bills of sale and the letter of 13 January 1992 is attached.

4. The Tribunal accepts the Settlement Agreement in accordance with Article 34, paragraph 1, of the Tribunal Rules.

5. Pursuant to the foregoing,


THE TRIBUNAL AWARDS AS FOLLOWS:

i) The Settlement Agreement is hereby recorded as an Award on Agreed Terms binding upon the Parties. Consequently, the Respondents are obligated to pay the Claimant MITRA LEASING CORPORATION the amount of One Hundred Forty-Five Thousand and Five Hundred United States Dollars (U.S.\$145,500.00). This obligation shall be satisfied by payment 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.

- ii) The Tribunal declares the proceedings by the Claimant against the Respondents terminated in its entirety and with prejudice.
  
- iii) Upon the issuance of the Award on Agreed Terms, the Tribunal's Registry is directed to deliver to the Agent of the Government of the Islamic Republic of Iran the two notarized bills of sale referred to in paragraph 3 of this Award.

This Award is submitted to the President of the Tribunal for notification to the Escrow Agent.

Dated, The Hague  
23 January 1992

  
Bengt Broms  
Chairman  
Chamber One

In the Name of God

  
Assadollah Noori

Howard M. Holtzmann

- ii) The Tribunal declares the proceedings by the Claimant against the Respondents terminated in its entirety and with prejudice.
- iii) Upon the issuance of the Award on Agreed Terms, the Tribunal's Registry is directed to deliver to the Agent of the Government of the Islamic Republic of Iran the two notarized bills of sale referred to in paragraph 3 of this Award.

This Award is submitted to the President of the Tribunal for notification to the Escrow Agent.

Dated, The Hague  
23 January 1992

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Bengt Broms  
Chairman  
Chamber One

In the Name of God

Assadollah Noori



Howard M. Holtzmann

IN THE NAME OF GOD

Before  
Iran-United States Claims Tribunal  
The Hague, The Netherlands.

Case No. 445  
Chamber One

IRAN-UNITED STATES CLAIMS TRIBUNAL	دوران داری دماوی ایران- ایالات متحده
FILED	ثبت شد
DATE	13 DEC 1991
	۱۳۲۰ / ۹ / ۲۲ تاریخ

JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

Pursuant to Article 34 of the Tribunal Rules, Mitra Leasing Corporation, on the one part and Starline Iran Co, Foundation for the Oppressed and Ministry of Housing and Urban Development on the other, jointly request that the Tribunal issue an Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement reached between them, a copy of which is attached hereto.

On 11 November, 1991, the Parties have entered into a Settlement Agreement providing that in consideration of the settlement of all claims and counterclaims now existing or capable of arising in connection with Case No. 445 and any other matter related thereto, the amount of US\$145,500 shall be paid by Respondents to Claimant, Mitra Leasing Corporation.

The undersigned hereby request the Tribunal to record the Settlement Agreement as an Arbitral Award on Agreed Terms and terminate Case No. 445 in its entirety and with prejudice.

Respectfully submitted,

Ali H. Nobari  
Agent of the Government of  
the Islamic Republic of  
Iran to the Iran-U.S.  
Claims Tribunal.

Mitra Leasing-  
Corporation

By 

Date Nov. 11, 1991

Starline Co

By \_\_\_\_\_



Date \_\_\_\_\_

Foundation for the Oppressed

By \_\_\_\_\_

Date \_\_\_\_\_

Ministry of Housing and  
Urban Development,

By \_\_\_\_\_

Date \_\_\_\_\_



IN THE NAME OF GOD

SETTLEMENT AGREEMENT

IRAN-UNITED STATES CLAIMS TRIBUNAL	دیوان داری دعاوی ایران - ایالات متحده
FILED	ثبت شد
DATE	13 DEC 1991
	۱۳۰ / ۹ / ۲۲ تاریخ

This Settlement Agreement (the "Agreement") made this .11th day of .November. 1991 by and between Mitra Leasing Corporation, (Claimant), a corporation organized and existing under the laws of the State of Delaware, U.S.A. on its own behalf and on behalf of the assignors of the claims and/or the owners of the containers constituting the subject matter of the Case No. 445, both of which identified in the Claimant's submissions in the Case (hereinafter collectively called "Mitra") on the one part, and Starline Iran Co., a private company organized under the laws of the Islamic Republic of Iran, Foundation for the Oppressed (Bonyad Mostazafan), and the Ministry of Housing and Urban Development (hereinafter collectively called "Respondents") on the other.

WHEREAS, Mitra has raised certain claims against Respondents and the Islamic Republic of Iran relating to 298 containers, as more particularly mentioned in Case No. 445 submitted to the Iran-United States Claims Tribunal (hereinafter called the "Tribunal");

WHEREAS, Respondents have filed their Statements of Defenses and raised certain counterclaims against Mitra;

Whereas, Mitra has already withdrawn its claim against the Ministry of Roads and Transportation (other Respondent of the case) with respect to the 161 containers as specified in its submissions to the Tribunal (Doc. Nos. 157 & 160) resulting in a remaining claim for one hundred thirty-seven (137) containers (hereinafter "The Claims");

WHEREAS, Mitra and Respondents have agreed to settle all claims and disputes which are outstanding or capable of arising in connection with the Claims;

THEREFORE, Mitra and Respondents agree as follows:

#### ARTICLE ONE

The scope and subject matter of this Settlement Agreement is to settle, dismiss and terminate for ever and with prejudice all disputes, differences, claims and matters between Mitra on the one part and the Respondents and Iran, on the other, directly or indirectly raised or capable of arising out of the relationships, occurrences, contracts, transactions, rights and interests related to the subject matters of the Statements of Claims and Counterclaims.

#### ARTICLE TWO

The Parties agree to submit this Agreement on or before 15 Decemember 1991 to the Tribunal to be recorded as an Arbitral

Award on Agreed Terms. If this Settlement Agreement is not submitted by such date, or within such additional time as parties may agree in writing or by telex or, if payment as provided in Article Three herein below is not made to Mitra, then it shall automatically become null and void, and the parties, without prejudicing their respective rights, will be placed in the same position as they were prior to the date of this Settlement Agreement.

#### ARTICLE THREE

In consideration of full, final and definitive settlement and liquidation of all disputes, differences, claims, counterclaims, and matters related to the subject-matter of the Claims, counterclaims and/or any other matters related thereto, the sum of US\$145,500 (one hundred forty five thousand and five hundred United States dollars) shall be paid to Mitra 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 FOUR

Upon the issuance of the Award on Agreed Terms by the Tribunal, all titles, rights, benefits and interests of Mitra in the containers that constitute the Claims in the Statement of Claims and other submissions in Case No. 445 shall be

transferred, unconditionally, irrevocably, without any lien or encumbrance through the date of filing of Statement of Claims at the Tribunal, and without right to any recourse to the Respondents.

Upon the submission of this Settlement Agreement to the Tribunal Mitra shall prepare and submit to the Tribunal two separate notarized bills of sale (one for 87 and the other for 50 containers) relinquishing all of the rights or entitlements of Mitra, its subsidiaries, affiliates, assignees, transferees, successors, agents, its parent companies or its parent subsidiaries, affiliates, assignees, transferees, successors and agents to the containers that constitute the Claims, and transferring them to the Respondents.

#### ARTICLE FIVE

Upon the issuance by the Tribunal of the Award on Agreed Terms, Respondents and Mitra each shall cause, without delay and with prejudice, all proceedings by one party against the other or by Mitra against the Islamic Republic of Iran or its agencies, entities, and instrumentalities in all courts, fora, or before any authority or administrative bodies to be dismissed, withdrawn and terminated, and shall be barred from instituting and/or continuing with any proceedings before the Tribunal or any other forum, authority or administrative body whatsoever, including but not limited to any court in the

United States of America or in the Islamic Republic of Iran, related to the Claims, counterclaims, or any other matters related thereto.

#### ARTICLE SIX

Upon the issuance by the Tribunal of the Award on Agreed Terms and payment of the settlement sum, Mitra and Respondents shall release each other and Mitra shall release and forever discharge the Islamic Republic of Iran from any claims, rights or obligations, past or present which have been raised or could have been raised related to the subject-matter of the Claims, counterclaims, and/or from any other matters related thereto.

#### ARTICLE SEVEN

(i) Mitra shall indemnify and hold harmless Respondents, their subsidiaries, affiliates, assignees, transferees, successors, agents and their parent companies, their parent's affiliates, subsidiaries, assignees, transferees, successors and agents and the Islamic Republic of Iran, its entities and instrumentalities against any claim which Mitra, its subsidiaries, affiliates, assignees, transferees, successors, agents or any third parties may have raised or take against any of the Respondents under the same cause or causes of action contained in the Claims.

(ii) Respondents shall indemnify and hold harmless Mitra, its subsidiaries, affiliates, assignees, transferees, successors, agents and its parent companies against any claims which Respondents, their subsidiaries, affiliates, assignees, transferees, successors, agents, its parent companies or its parent's subsidiaries, affiliates, assignees, transferees and agents or any third parties may have raised or take against them under the same cause or causes of action contained in the counterclaims.

#### ARTICLE EIGHT

Upon the issuance by the Tribunal of the Award on Agreed Terms, Respondents and Mitra shall waive any and all claims for costs (including attorney's fees) arising out of or related to the arbitration, prosecution or defense of the claims or counterclaims asserted (or which might have been asserted) before the Iran-United States Claims Tribunal, U.S. courts or elsewhere with respect to and in connection with the matters involved in the Claims.

#### ARTICLE NINE

Upon the issuance by the Tribunal of the Award on Agreed Terms and payment of the settlement sum, the releases, dismissals, waivers and withdrawals contained and referred to in this Settlement Agreement shall become self-executing. After the issuance of the Award on Agreed Terms by the Tribunal no

further documents need to be executed in implementing this Agreement.

ARTICLE TEN

For the purpose of construction and interpretation of this Agreement the entire Agreement shall be read and construed as a whole without giving any specific effect to any article or articles separately.

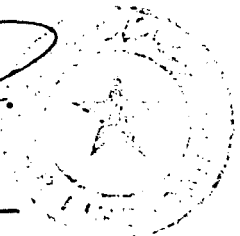
ARTICLE ELEVEN

This Agreement has been written and signed in both languages of Persian and English and each text shall have the same equal validity.

Starline Iran Co.

By \_\_\_\_\_

Date \_\_\_\_\_



Mitra Leasing Corporation

By [Signature]

Date Nov. 11, 1991

Foundation for the Oppressed,

By [Signature]

Date \_\_\_\_\_

Ministry of Housing and Urban Development

By [Signature]

Date \_\_\_\_\_

# BAKER & MCKENZIE

ATTORNEYS AT LAW

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NEW YORK, NEW YORK 10022  
TELEPHONE (212) 751-8700  
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SAO PAULO  
TIJUANA  
TORONTO  
VALENCIA  
WASHINGTON, DC

January 8, 1992

VIA FACSIMILE  
and AIR MAIL

The Registrar  
Iran-United States Claims Tribunal  
Parkweg 13  
2585 JH  
The Hague, The Netherlands

Re: Case No. 445  
Chamber One

IRAN-UNITED STATES CLAIMS TRIBUNAL	دیوان داری دعاوی ایران - ایالات متحده
۱۳۷۰ / ۱۰ / ۲۲	رسیده در تاریخ
RECEIVED	13 JAN 1992

Dear Sirs:

Reference is made to my letter of December 17, 1991 providing certain instructions with respect to the previously filed Bills of Sale. Those instructions are hereby withdrawn. The Tribunal is requested to issue the Bills of Sale to Respondents in the manner usually followed by the Tribunal.

Sincerely yours,

*Curtis E. Paw*  
Curtis E. Paw

CEP/ltc  
MPP-140



BILL OF SALE

MITRA LEASING CORPORATION, a Delaware corporation (hereinafter call "Seller") for good and valuable consideration from the Ministry of Housing and Urban Development (an agency of the Islamic Republic of Iran) (hereinafter called the "Buyer"), the receipt of which is hereby acknowledged, does hereby sell, transfer and quit claim unto the Buyer its successors, and assigns all of its right, title, benefit and interest in and to the fifty (50) containers listed in the attached list, "as-is, where-is".

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by an officer thereof fully authorized as of the day of December 20, 1991.

MITRA LEASING COMPANY

By: 

Arthur L. Burns,  
President

Executed this 20th  
day of December, 1991



Notary Public

JANE E. DONAHUE  
Notary Public, State of New York  
No. 80-4933601  
Qualified in Nassau County  
Commission Expires July 8, 1993

CONTAINER NUMBER

IHRU201171  
IHRU201178  
IHRU201185  
IHRU201273

IHRU201405  
IHRU201414  
IHRU201417  
IHRU201422  
IHRU201424

IHRU201429  
IHRU201437  
IHRU201443  
IHRU201447  
ISRU200646

ISRU200692  
INTU410008-0  
INTU410050-9  
INTU410070-5  
INTU410091-6

INTU410107-0  
INTU410114-7  
INTU410125-5  
INTU410132-1

INTU446758-4

INTU495722-1  
INTU495799-9  
INTU495802-1  
INTU495804-2  
INTU495809-0

INTU495827-4  
INTU495828-0  
INTU495829-5  
INTU495831-4  
INTU495832-0

INTU495843-8  
INTU495853-0  
INTU495868-0  
INTU495870-0  
INTU495896-8

INTU495920-2  
INTU495930-5  
INTU495931-0  
INTU495942-9  
INTU495944-0

INTU495950-0  
INTU495962-4  
INTU495965-0  
INTU495969-2  
INTU495972-7

INTU495991-7

BILL OF SALE

MITRA LEASING CORPORATION, a Delaware corporation (hereinafter call "Seller") for good and valuable consideration from Starline Iran Co., a private company organized under the laws of the Islamic Republic of Iran and the Foundation for the Oppressed (Bonyad Mostazafan) (hereinafter collectively called the "Buyers"), the receipt of which is hereby acknowledged, does hereby sell, transfer and quit claim unto the Buyers their successors, and assigns all of its right, title, benefit and interest in and to the eighty-seven (87) containers listed in the attached list, "as-is, where-is".

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by an officer thereof fully authorized as of the day of December 20, 1991.

MITRA LEASING COMPANY

By: 

Arthur L. Burns,  
President

Executed this 20th  
day of December, 1991



Notary Public

JANE E. DONAHUE  
Notary Public, State of New York  
No. 30-493001  
Qualified in Nassau County  
Commission Expires July 8, 1993

CONTAINER NUMBER

INTU219579-0  
INTU230400-0  
INTU230725-2  
INTU230921-3  
INTU232002-2

INTU232090-6  
INTU232157-0  
INTU232256-0  
INTU232346-4  
INTU232376-2

INTU232921-0  
INTU233487-5  
INTU233639-5  
INTU233668-8  
INTU233724-1

INTU233989-8  
INTU234188-0  
INTU234241-7  
INTU234799-6  
INTU234815-9

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INTU236358-0  
INTU237129-3  
INTU238444-9  
INTU238454-1

INTU238576-4  
INTU238746-9  
INTU238774-6  
INTU238990-2  
INTU239001-4

INTU239033-3  
INTU239548-5  
INTU239549-0  
INTU240301-9  
INTU240387-3

INTU240407-8  
INTU240723-0  
INTU240803-1  
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INTU288171-7  
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INTU410341-1  
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