

ORIGINAL DOCUMENTS IN SAFECase No. 10605Date of filing: 30. NOV 1988

** AWARD - Type of Award on Agreed Terms
- Date of Award 30. NOV 88
4 pages in English 4 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

IRAN-UNITED STATES CLAIMS TRIBUNAL

دیوان داوری دعاوی ایران - ایالات متحدہ

CASE NOS. 10605/10606

CHAMBER THREE

AWARD NO. 403-10605/10606-3

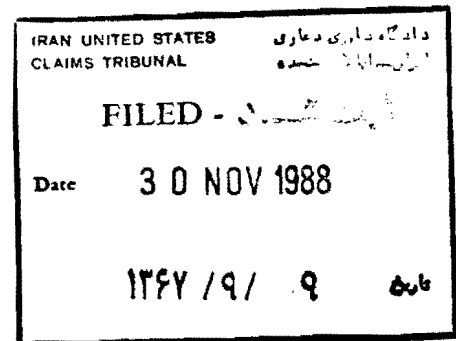
Case No. 10605

DANIEL PURNELL DELLY,
a claim of less than US\$250,000 presented
by THE UNITED STATES OF AMERICA,

Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN,
Respondent.



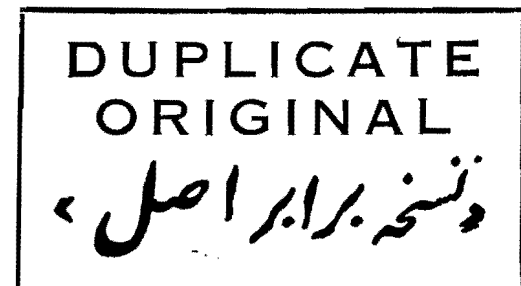
Case No. 10606

SHARON L. JEZL DELLY,
a claim of less than US\$250,000 presented
by THE UNITED STATES OF AMERICA,

Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN,
Respondent.

AWARD ON AGREED TERMS

1. On 19 January 1982 the United States of America presented claims of less than US\$250,000 on behalf of DANIEL PURNELL DELLY and SHARON L. JEZL DELLY ("the Claimants") against THE ISLAMIC REPUBLIC OF IRAN ("Iran") and the Iranians' Bank (Esfahan branch) (presently BANK TEJARAT) ("Bank Tejarat"). On 21 September 1987 the Claimants submitted a Joint Supplemental Statement of Claim. On 23 May 1988 Bank Tejarat submitted a Statement of Defense.

2. On 6 October 1988 the Claimants and Bank Tejarat entered into a Settlement Agreement, in which it was agreed that the Claimants would be paid US\$1,500 "[i]n consideration of full and final settlement of all disputes, differences, claims and matters directly or indirectly, raised or capable of arising out of the relationships, transactions, contracts and events related to the subject matters" of these Cases.

3. In Article III of the Settlement Agreement the Claimants confirm that they have lost the originals of two of the three checks at issue in these Cases, and undertake to make their best efforts to find and deliver the third check at issue to Bank Tejarat, through the Agent of the Islamic Republic of Iran, prior to the issuance of the Award on Agreed Terms by the Tribunal. The Tribunal notes that the following documents are attached to the Settlement Agreement: a copy of a letter dated 26 August 1988 from the Deputy Agent of the United States to the Agent of the Islamic Republic of Iran, a certified copy of an affidavit of the Claimant Sharon L. Jezl Delly describing her attempts to locate the check in question, a copy of a letter from the Collections Manager of the Illinois Designated Account Purchase Program to the Claimant Sharon L. Jezl Delly informing her that the "the original check was destroyed and only a copy exists" and a copy of a check for US\$500.00 dated 23 December 1978.

4. On 8 November 1988 a Joint Request for Arbitral Award on Agreed Terms ("Joint Request") was filed with the Tribunal, signed by the Agent of the Government of the Islamic Republic of Iran and by the Deputy Agent of the Government of the United States of America, ratifying the Settlement Agreement and requesting that it be recorded as an Arbitral Award on Agreed Terms. Copies of the Joint Request and Settlement Agreement are attached hereto and incorporated by reference.

5. The Tribunal has satisfied itself that it has jurisdiction in this matter under the terms of the Claims Settlement Declaration.

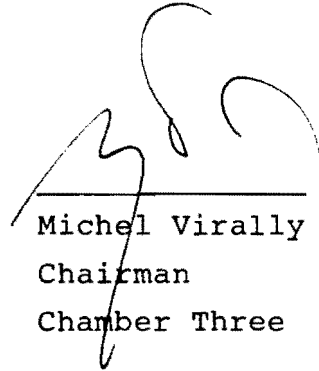
6. For the foregoing reasons,

THE TRIBUNAL AWARDS AS FOLLOWS:

- a. Pursuant to Article 34(1) of the Tribunal Rules, the Settlement Agreement filed with the Joint Request is hereby accepted and recorded as an Award on Agreed Terms, binding on DANIEL PURNELL DELLY and SHARON L. JEZL DELLY, BANK TEJARAT and THE ISLAMIC REPUBLIC OF IRAN in complete and final settlement of all claims now existing or capable of arising in connection with these Cases, in accordance with the terms of the Settlement Agreement.
- b. BANK TEJARAT shall pay to DANIEL PURNELL DELLY and SHARON L. JEZL DELLY, the sum of One Thousand Five Hundred United States Dollars (US\$1,500), which 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 of 19 January 1981.


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

Dated, The Hague,
30 November 1988

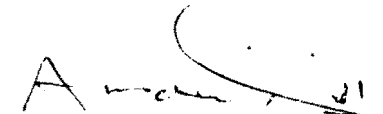


Michel Virally
Chairman
Chamber Three

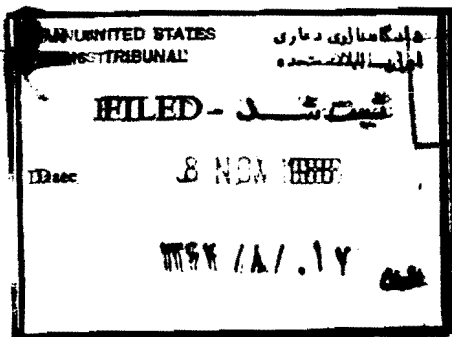
In the name of God



Richard C. Allison



Parviz Ansari Moin



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Before
Iran-U.S. Claims Tribunal
The Hague, The Netherlands

The Government of the United States
of America on behalf and for the
benefit of Sharon Lee Jezl (Delly) and
Daniel Purnell Delly,

Claimant,

-and-

The Islamic Republic of Iran

Respondent.

Cases Nos. 10605
& 10606
Chamber 3

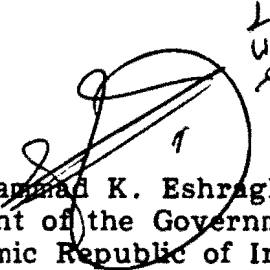
Joint Request for Arbitral Award on Agreed Terms

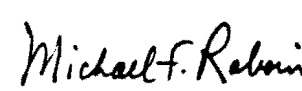
Pursuant to Article 34 of the Tribunal Rules, the Government of the United States of America, and the Government of the Islamic Republic of Iran, jointly request that the Tribunal issue an Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement reached by Bank Tejarat of the Islamic Republic of Iran, on one part, and Sharon L. Jezl (Delly) and Daniel Purnell Delly ("the Dellys"), on the other, a copy of which is attached hereto.

Bank Tejarat and the Dellys have entered into a Settlement Agreement which provides that the Dellys shall be paid the amount of US\$1,500.00 (one thousand five hundred U.S. dollars) in complete and final settlement of all claims and counterclaims now existing or capable of arising in connection with the Cases Nos. 10605 and 10606.

The undersigned hereby ratify the said Agreement and request the Tribunal to record it as an Arbitral Award on Agreed Terms, with payment to be made to the Dellys out of Security Account, and terminate the Cases Nos. 10605 and 10606 in their entirety and with prejudice.

Respectfully submitted,


Mohammad K. Eshragh,
Agent of the Government of the
Islamic Republic of Iran to the
Iran-U.S. Claims Tribunal


Michael F. Raboin,
Deputy Agent of the Government
of the United States of America
to the Iran-U.S. Claims Tribunal

IRAN UNITED STATES CLAIMS TRIBUNAL	ادگاه داری و محاربه ایران - ایالات متحده
ثبت شد - FILED	
Date	8 NOV 1988
۱۳۶۷ / ۸ / ۱۷	
تاریخ	

IN THE NAME OF GOD

Settlement Agreement in Cases Nos. 10605 & 10606
Chamber Three

This Settlement Agreement is made this 6th day of Oct. 1988
(14 Mehr, 1367) by and between Bank Tejarat of the Islamic
Republic of Iran ("Bank Tejarat"), on one part, and Sharon Lee Jezl
(Delly) and Daniel Purnell Delly, on the other;

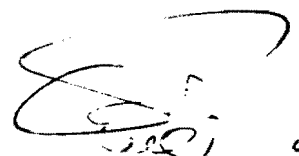
WHEREAS, the Government of the United States of America has filed cer-
tain ~~claims~~ on behalf and for the benefit of Sharon L. Jezl (Delly) and
Daniel Purnell Delly (hereinafter collectively referred to as "the Dellys")
with the Iran-United States Claims Tribunal ("the Tribunal") respectively
under the Cases Nos. 10606 and 10605 ("the Cases");

WHEREAS, Bank Tejarat and the Dellys wish to settle all claims and dis-
putes which are outstanding or capable of arising in connection with the
Cases and their subject matters;

Now, therefore, Bank Tejarat and the Dellys agree as follows:

Article One

In consideration of full and final settlement of all disputes, differences,
claims and matters directly or indirectly, raised or capable of arising out
of the relationships, transactions, contracts and events related to the
subject matters of the Cases against Bank Tejarat, its agents, affiliates
and subsidiaries and/or against the Islamic Republic of Iran and its sub-
divisions, entities, agencies, organizations, institutions and instrumentali-
ties (hereinafter "Iran"), the Dellys will be paid the sum of US\$1,500.00
(one thousand five hundred U.S. dollars).



Article Two

(1) The Dellys and Bank Tejarat for themselves and for the successors, transferees, and assigns of themselves by this Agreement release and forever discharge each other and the successors, transferees, and assigns of each other and Iran from any and all liability that they have ever had, now have and/or in the future may have in connection with the Cases.


(2) Upon the issuance of the Award on Agreed Terms all proceedings in the Cases shall be terminated. Further, the Dellys hereby declare that they have no pending claims in any fora against Bank Tejarat or Iran and undertake to forthwith withdraw such claims, if any.

Article Three

The Dellys hereby reaffirm that they have lost the originals of two of the three checks at issue in the Cases, and undertake to make their best efforts to find and deliver the third check to Bank Tejarat, through the Agent of the Islamic Republic of Iran, prior to the issuance of the Award on Agreed Terms by the Tribunal. Further, it is agreed that upon the issuance of the Award on Agreed Terms, the said three checks shall be considered as null and void, and the Dellys shall have no right to demand, nor to cause any third party to demand payment thereof. Should any claims be pending or filed by a third party based on a transfer by way of endorsement or otherwise of any or all of the said checks, the Dellys shall be exclusively responsible for such claims.

Article Four

This Settlement Agreement is for the sole purpose of settling the Cases Nos. 10605 and 10606. Nothing in this Settlement Agreement shall be relied upon or considered as relevant to or affect in any way any arguments



Bank Tejarat or Iran, have raised, or may raise, concerning the jurisdiction or the merits of these cases or any other cases whether before the Tribunal or any other forum.

Article Five

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

Bank Tejarat of the
Islamic Republic of Iran

By: [Signature]

Date: October 5, 1988

[Signature]

Sharon Lee Jezl (Delly)

Date: Aug. 4, 1988

[Signature]

Daniel Purnell Dely

Date: Aug 4, 1988

[Signature]



EMBASSY OF THE
UNITED STATES OF AMERICA
The Hague

August 26, 1988

Mr. Mohammad K. Eshragh
Agent of the Islamic Republic of Iran
Iran-United States Claims Tribunal
Parkweg 13
The Hague

Re: Claim Nos. 10605 & 10606
Daniel Purnell Delly
Sharon Lee Delly

Dear Mr. Eshragh:

I am returning the three signed original texts, in both Persian and English, of the Settlement Agreement reached between the claimants in Case Nos. 10605 and 10606, Daniel Purnell Delly and Sharon Lee Jezl Delly, and the respondent, Bank Tejarat.

As you know, Article Three of the Settlement Agreement requires the Dellys to undertake to make their best efforts to find and deliver the third check to Bank Tejarat. The third check is the cashier's check Mrs. Delly sent to the Illinois Designated Account Purchase Program (IDAPP) to repay a student loan. In compliance with the terms of Article Three of the Agreement, Mrs. Delly contacted the IDAPP to determine whether the original check in question was still in the Program's files. She was informed that, as a matter of practice, the IDAPP destroys its files after five years' time has elapsed. Mrs. Delly nevertheless requested the IDAPP officials to once again search their files for the check. Unfortunately, the original cashier's check had already been destroyed.

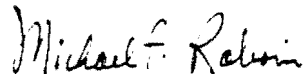
I am attaching the original and one copy of an affidavit Mrs. Delly executed that describes her communications with the IDAPP in an attempt to locate the check. Also enclosed is an original and one copy of a letter from the IDAPP's Collections Department confirming

Mr. Mohammad K. Eshragh
August 26, 1988
Page 2

that the original of the cashier's check has been destroyed. Affixed to the IDAPP letter are photocopies of the original check that were apparently made in April 1979 when the check finally arrived at the IDAPP's offices. Unfortunately, by the time the check was received by the IDAPP, a stop payment order had come into effect.

I hope that the affidavit and documentation provided by the Dellys will satisfy the requirements of Article Three of the Settlement Agreement. Please let me know if you believe that any additional materials are necessary to finalize this matter. As always, I am grateful for your cooperation in amicably resolving these disputes.

Very truly yours,



Michael F. Raboin
Deputy Agent of the
United States



ILLINOIS STATE SCHOLARSHIP COMMISSION

P.O. Box IDAPP 106 Wilmot Road Deerfield, Illinois 60015 312:948-8622
SCHOLARSHIPS GRANTS LOANS SECONDARY MARKET (IDAPP)

August 2, 1988

Ms. Sharon L. Delly
2400 Arlington Blvd.
Arlington, VA 22204

Reference: 345-46-7728

Dear Ms. Delly:

It is IDAPP's policy to retire all checks issued after a five year waiting period.

Enclosed is a copy of an original check sent to us, a check that we no longer intend to collect or submit for collection to anyone.

Please also note that the original check was destroyed and only a copy exists.

Sincerely,

A handwritten signature in cursive script that reads "Maria K. Will".

Maria K. Will, Manager
IDAPP Collections

MKW:cac

Encl.

ILLINOIS GUARANTEED LOAN PROGRAM

Box 33, 730 Waukegan Road
DEERFIELD, ILLINOIS 60015

Letter of Transmittal

LENDER CODE 80305

SCHOOL CODE 001771

JEZL
6928 PARKE AVE
CHICAGO IL
60643

MRS FERRIS DEIA
MARQUETTE NATIONAL BANK
6315 S WESTERN AVE
CHICAGO IL 60636

STUDENT LOAN OFFICER
TRINITY CHRISTIAN COLLEGE
12301 CHEYENNE DR
PALES HOTS IL 60453

SOCIAL SECURITY NUMBER	AMOUNT GUARANTEED	REDUCTION OR REJECTION REASON (CODE)	EDUCATIONAL LOAN TYPE		FEDERAL INTEREST BENEFITS		ACADEMIC YEAR OF GUARANTY	DATE PROCESS
			HIGHER	VOCATIONAL	YES	NO		
345-46-7728	\$350		XX			XX	SOPHOMORE	04-03

In accordance with the authority granted to the Commission by the Higher Education Student Assistance Law (Illinois Revised Statutes, Sections 30-15 to 30-15.13) and with the terms and provisions of the Agreement to Guarantee Loans executed by the Commission and lender, the Commission approves and guarantees the amount listed above in the space designated as "Amount Guaranteed". This guaranty insures 100% of the unpaid principal balance.

IMPORTANT: Upon receipt of the transmittal, Student must contact the lender to sign an Interest Note. The check will be sent to the school no earlier than 10 days before the date of student's actual attendance.

Student borrower is obligated to notify lender of (1) changes in permanent home address, (2) school transfers, and (3) termination of full-time study. It is unlawful to use loan monies for purposes other than educational expenses.

Authorized Officer

Carol Weirsdahl
Carol Weirsdahl

INTERNATIONAL BANKING GROUP
100 WALL STREET, N.Y.

THE CITICORP CITY BANK
IRANIANS' BANK
ESPANAN BRANCH ASSOCIATED WITH CITIBANK

No. 018350
1-8-210-391

DATE DEC. 23, 78 \$ 500.00
DOLLARS

PAY TO THE ORDER OF ILLINOIS DESIGNATED ACCOUNT PURCHASE PROGRAM 705
IRANIANS' BANK

Sharon Lee 018350 0210-0008 528 10954684 000050000

APPEALS MUST BE MADE IN WRITING TO THE ILLINOIS GUARANTEED LOAN PROGRAM, BOX 33, WAUKEGAN ROAD, DEERFIELD, ILLINOIS 60015

NOTICE TO ALL STUDENTS

This loan represents a serious legal obligation. Keep your lender informed of changes in your permanent address and changes in your educational plans. You are report to your lender within five months after you cease full-time study.

1. This loan is made available to you by the lender.
2. The lender is not responsible for the use of the loan monies.

15

Dear Mr. Jorg:

May I suggest that you remit a payment of \$140.20 by December 15, 1978.

Sincerely,

ni

No. 018350
 12/29/78
 CITIBANK
 DEC 23, 78 \$ 500.00
 DOLLARS
 PAY TO THE ORDER OF **WILLIAMS DESIGN** **ACCOUNT** **7511**
 IRANIANS' BANK
 000
 018350 00210-00081 528 10954684
 0000000000

15

November 27, 1978

Mr. Sharon Jari
c/o Pennell Sales, Tel-Com Systems, Inc.
P.O. Box 68-152
Tucson, Ariz

Dear Mr. Jari:

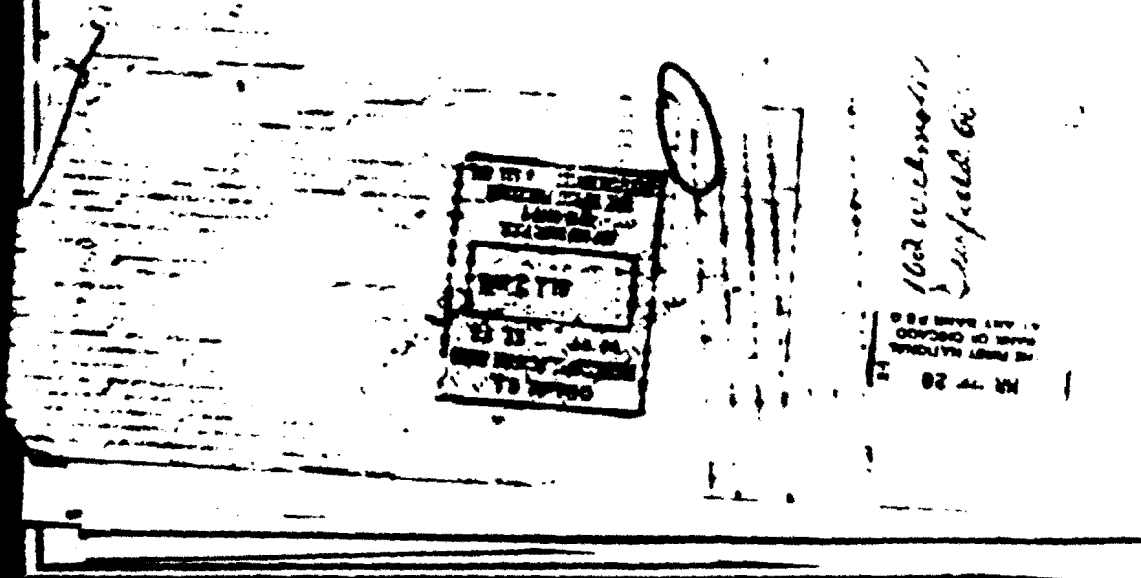
You have chosen to ignore your student loan. To date your account is past due from September 16 to November 16, 1978. A payment of \$125.19 is needed to bring your account current. In addition, your December 15th payment will be due very soon.

My I suggest that you remit a payment of \$140.20 by December 15, 1978.

If payment of \$140.20 is not received by December 15, 1978, I will expect a reasonable (?) explanation for your delinquency.

Sincerely,

Debra Matthews
Credit & Collection Counselor



BEFORE THE
ED STATES CLAIMS
The Hague
The Netherlands

Daniel Purnell Delly,
Claimant,
v.
The Islamic Republic of Iran,
Respondent.

Claim No. 10605
Chamber Three

Sharon Lee Delly,
Claimant,
v.
The Islamic Republic of Iran,
Respondent.

Claim No. 10606
Chamber Three

AFFIDAVIT OF SHARON LEE DELLY

Sharon Lee Delly, being duly sworn, deposes and states as follows:

1. I am the claimant in Claim No. 10606 and am making this affidavit in response to Article Three of The Settlement Agreement concluded between my husband and myself and Bank Tejarat of the Islamic Republic of Iran.

2. One of the cashier's checks that is at the heart of our claim against Bank Tejarat was purchased by me and made payable

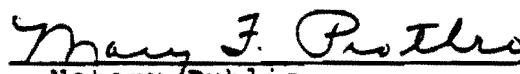
to the Illinois Designated Account Purchase Program ("IDAPP"), the entity handling my student loans. I mailed the check to IDAPP from Iran in late December 1978, but when it had not arrived after several months, I placed a stop payment order on the check. The check finally arrived in the mail to IDAPP's office in Illinois on April 1979. By that time, however, the stop payment order was in effect and IDAPP was not able to cash the check.

3. I recently contacted IDAPP to find out whether it still had the original cashier's check in its files. In response to my inquiry, I was told that files are destroyed after five years and that the check most likely no longer existed. Personnel at the IDAPP, nonetheless, checked through their old files and in fact were unable to locate the check. Attached to this affidavit is a copy of the letter I received from IDAPP confirming my conversations with its staff concerning the whereabouts of the check.

4. I certify that the foregoing is true and correct.


Sharon Lee Delly

Subscribed and Sworn to before me this 5th day of August, 1988.


Notary Public
MARY F. PROTHRO
Notary Public
District of Columbia
My Commission Expires February 14, 1991

My commission expires _____