

ORIGINAL DOCUMENTS IN SAFE

Case No. 389

Date of filing: 23, 4, 1997

389-484

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

* DECISION - Date of Decision 23 APR
 _____ pages in English _____ pages in Farsi

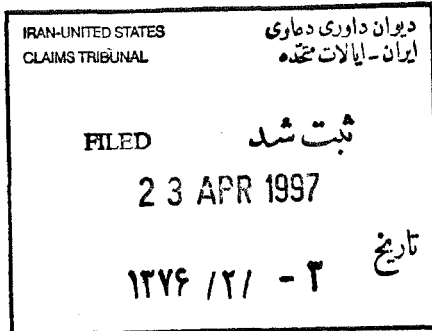
** CONCURRING OPINION of _____
 - Date _____
 _____ pages in English _____ pages in Farsi

** SEPARATE OPINION of _____
 - Date _____
 _____ pages in English _____ pages in Farsi

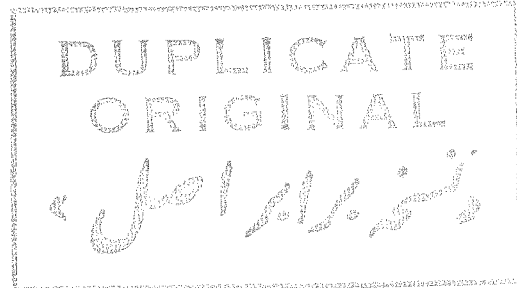
** DISSENTING OPINION of _____
 - Date _____
 _____ pages in English _____ pages in Farsi

** OTHER; Nature of document: _____

 - Date _____
 _____ pages in English _____ pages in Farsi



CASE NO. 389
CHAMBER TWO
DECISION NO. DEC127-389-2



WESTINGHOUSE ELECTRIC CORPORATION,
Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN AIR FORCE,
Respondent.

DECISION

1. On 26 March 1997, the Tribunal rendered Award No. 579-389-2 (the "Award"). In the Award the Tribunal, inter alia, awarded the Claimant, Westinghouse Electric Corporation ("Westinghouse"), a total of U.S.\$2,553,930.25, plus interest; the Tribunal, moreover, directed Westinghouse to send to Victory Van Warehouse in the United States certain equipment, related spare parts, and technical publications owned by the Respondent, the Islamic Republic of Iran Air Force (the "Air Force"), all of which were admittedly in Westinghouse's possession.

2. On 11 April 1997, the Agent of the Government of the Islamic Republic of Iran submitted a letter to the Tribunal (the "Request"), stating that

[s]ince [Westinghouse] must also enforce the Award immediately and completely under the provisions of Article 32(2) of the Tribunal Rules, the Islamic Republic of Iran and the Air Force request the Tribunal that the payment of the awarded sums to Westinghouse from the Escrow Account be effected at a time when Westinghouse complied fully with its obligation under the Award to transfer the Air Force's property to Victory Van Warehouse or, at least, provides firm assurance to the Air Force in this respect by declaring in writing that it is committed to speedily and fully enforce the Tribunal's Award, to give a detailed list of the property, and to set a date for the delivery of the property to the Warehouse with the Air Force's supervision and confirmation.

3. According to the Tribunal Rules, after a final Award has been rendered, the Tribunal may only "give an interpretation of the award" (Article 35), correct "any errors in computation, any clerical or typographical errors, or any errors of similar nature" (Article 36), or "make an additional award as to claims presented in the arbitral proceedings but omitted from the award" (Article 37). Nothing in the Request falls within the scope of Articles 35, 36, or 37 of the Tribunal Rules.

4. Nothing in the Tribunal Rules, the Award itself, or the present circumstances provide a basis for granting the Request.

5. The Tribunal emphasizes that the Award contemplated compliance by all parties, including prompt and full compliance by Westinghouse with its obligations under the Award.

6. For the foregoing reasons:

THE TRIBUNAL DECIDES AS FOLLOWS:

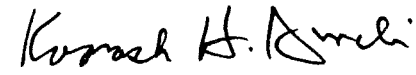
The request submitted on 11 April 1997 by the Agent of the Government of the Islamic Republic of Iran is denied.

Dated, The Hague
23 April 1997



Krzysztof Skubiszewski
Chairman
Chamber Two

In The Name of God


George H. Aldrich
Koorosh H. Ameli