

390-143

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- Date of Award 9 Jan 1997
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** DECISION - Date of Decision _____
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** CONCURRING OPINION of _____
- Date _____
_____ pages in English _____ pages in Farsi

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

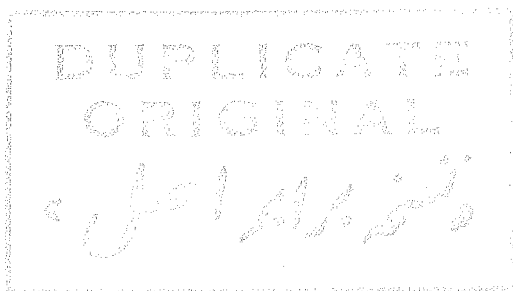
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- Date _____
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** OTHER; Nature of document: _____

- Date _____
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IRAN-UNITED STATES CLAIMS TRIBUNAL

دیوان داری دعاوی ایران - ایالات متحدہ



CASES NOS. 390, 391 and 392

CHAMBER ONE

AWARD NO. 577-390/391/392-1

LILLY MYTHRA FALLAH LAWRENCE,
Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN,
Respondent.

IRAN-UNITED STATES CLAIMS TRIBUNAL	دیوان داری دعاوی ایران - ایالات متحدہ
FILED	ثبت شد
DATE - 9 JAN 1997	
۱۳۷۵ / ۱۰ / ۲۰	تاریخ

AWARD ON AGREED TERMS

1. On 18 January 1982 LILLY MYTHRA FALLAH LAWRENCE ("the Claimant") submitted three Statements of Claim (Cases Nos. 390-392) against THE ISLAMIC REPUBLIC OF IRAN ("the Respondent"). The Respondent filed Statements of Defence in all the above Cases and a Counterclaim in Case No. 390.

2. On 4 November 1996, the Claimant and the Respondent filed letters in which they informed the Tribunal that the Parties have reached a Settlement Agreement. The Parties also notified the Tribunal that in the event that the said agreement together with a joint request for an Arbitral Award on Agreed Terms was not submitted to the Tribunal, on or before 15 December 1996, then the agreement would be null and void.

3. Pursuant to Article 34, paragraph 1, of the Tribunal Rules, a Joint Request for an Arbitral Award on Agreed Terms ("the Joint Request") was filed in these Cases on 13 December 1996. Attached thereto was a copy of the Settlement Agreement signed by the Claimant on 3 November 1996 and the Agent of the Islamic Republic of Iran on 12 December 1996. Copies of the Joint Request and the Settlement Agreement are attached hereto as integral parts of this Award on Agreed Terms.

4. Article II, paragraphs (ii) and (iii), of the Settlement Agreement provides that:

(ii) This Settlement Agreement is subject to the approval and ratification by the appropriate Iranian authorities on or before 15th December 1996. Signing of the joint request by the Agent of the Islamic Republic of Iran to the Tribunal shall represent that such approval and ratification have been obtained....

(iii) Within seven days after the approval and ratification, the Settlement Agreement will be submitted to the Tribunal together with the joint request asking the Tribunal to record and give effect to the provisions of this Settlement Agreement as an Arbitral Award on Agreed Terms. In case the Tribunal will not issue its Arbitral Award on Agreed Terms, this Settlement Agreement shall be null and void and the Parties shall be placed in the same position as they were prior to the date of this Settlement Agreement.

The Settlement Agreement and the Joint Request have been signed by the Agent of the Islamic Republic of Iran to the Tribunal on 12 December 1996 and have been both filed with the Tribunal on 13 December 1996. Thus, the Tribunal finds that the conditions set out in Article II, paragraphs (ii) and (iii), of the Settlement Agreement for the validity of this agreement have been satisfied.

5. Article II, paragraph (i), of the Settlement Agreement provides that:

(i) In full, complete and final settlement of all disputes, differences and claims arising out of the rights, interests, relationships and occurrences related to the subject matters of the Statements of Claim and the Counterclaim in Case Nos. 390, 391, and 392 between the Claimant, on the one part, and the Respondent on the other, and in consideration of the covenants, promises and other agreements contained herein, the sum of one million United States dollars (hereinafter referred to as the "Settlement Amount") will be paid to the Claimant 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.

6. An Interlocutory Award was issued in these Cases on 5 October 1990 finding that the dominant and effective nationality of the Claimant, during the relevant period, was that of the United States. The Tribunal determined that the Claimant has standing before the Tribunal under Article II, paragraph 1 and Article VII, paragraph 1 of the Claims Settlement Declaration. See, Lilly Mythra Fallah Lawrence and The Islamic Republic of Iran, Interlocutory Award No. ITL 77-390/391/392-1 (5 Oct. 1990), reprinted in 25 Iran-U.S. C.T.R. 190. The Tribunal is further satisfied that it has jurisdiction over the Settlement Agreement between the Claimant and the Respondent within the terms of the Declaration of the Democratic and Popular Republic of Algeria concerning the Settlement of Claims by the Government of the United States of America and the Islamic Republic of Iran of 19 January 1981.

7. Based on the foregoing,

THE TRIBUNAL AWARDS AS FOLLOWS:

- (a) The Settlement Agreement is hereby recorded as an Award on Agreed Terms, binding on the Parties, LILLY MYTHRA FALLAH LAWRENCE and THE ISLAMIC REPUBLIC OF IRAN, in full and final settlement of the entire Cases.
- (b) Consequently, in accordance with Article II, paragraph (i), of the Settlement Agreement, the Respondent, THE ISLAMIC REPUBLIC OF IRAN, is obligated to pay to the Claimant, LILLY MYTHRA FALLAH LAWRENCE, the sum of One Million United States dollars (U.S.\$1,000,000), 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 dated 19 January 1981.
- (c) The Tribunal declares the proceedings in Cases Nos. 390, 391 and 392 terminated in their entirety and with prejudice.

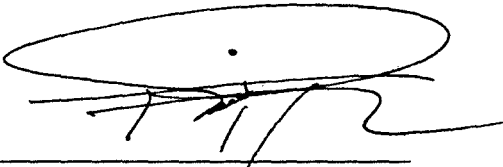
This Award is hereby submitted to the President of the Tribunal for the purpose of notification to the Escrow Agent.

Dated, The Hague
9 January 1997



Bengt Broms
Chairman
Chamber One

In the Name of God



Assadollah Noori

Charles T. Duncan

See the note under my
signature in the Inter-
locutory Award No.
ITL 77-390/391/392-1.

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IN THE NAME OF GOD

Iran-United States Claims Tribunal
The Hague, The Netherlands

IRAN-UNITED STATES CLAIMS TRIBUNAL	دیوان داورى دماوى ایران - ایالات متحده
FILED	ثبت شد
DATE	13 DEC 1996 ۱۳۷۵/۹/۲۳ تاریخ

Lilly Mythra Fallah Lawrence

Claimant,

- against -

The Islamic Republic of Iran,

Respondent.

Case Nos. 390-392
Chamber One

JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

Pursuant to Article 34 of the Tribunal Rules, Lilly Mythra Fallah Lawrence ("Claimant"), on the one part, and The Islamic Republic of Iran ("Respondent"), on the other part, jointly request that the Tribunal issue an Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement reached among them, a copy of which is attached hereto.

On 3 November 1996 the Parties have entered into such Settlement Agreement settling all claims and counterclaim now existing or capable of arising in connection with Case Nos. 390, 391, and 392, and any other matters related thereto.

The undersigned hereby request the Tribunal to record the Settlement Agreement as an Arbitral Award on Agreed Terms, and

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direct the payment of one million United States dollars to the
the Claimant as required by Article II(i) of the Agreement and
terminate these Cases in their entirety and with prejudice.

Respectfully submitted,

Agent of the Islamic Republic
of Iran

By-----

Date-----12 Dec 1996

Lilly Mythra Fallah Lawrence

By-----*Lilly Mythra Fallah Lawrence*

Date-----

IN THE NAME OF GOD

Iran-United States Claims Tribunal
The Hague, The Netherlands

Lilly Mythra Fallah Lawrence,
Claimant,

Cases Nos.390-392
Chamber One

- against -

The Islamic Republic of Iran,
Respondent.

IRAN-UNITED STATES CLAIMS TRIBUNAL	دیوان دادرسی دماوی ایران - ایالات متحده
FILED	ثبت شد
DATE	13 DEC 1996
	۱۳۷۵ / ۹ / ۲۲
	تاریخ

SETTLEMENT AGREEMENT

This Settlement Agreement made this 3rd day of November 1996, by and between Lilly Mythra Fallah Lawrence (hereinafter referred to as the "Claimant") on the one part, and The Islamic Republic of Iran (hereinafter referred to as the "Respondent"), on the other part.

WHEREAS, the Claimant has filed certain claims in her Statements of Claim and other submissions (hereinafter referred to as the "Statement") filed with the Iran-United States Claims Tribunal (hereinafter referred to as the "Tribunal") under the Case Nos. 390,391 and 392, against the Islamic Republic of Iran;

WHEREAS, the Islamic Republic of Iran has filed its Statement of Defense and has raised certain counterclaim against the Claimant (hereinafter referred to as the "Counterclaim");

WHEREAS, the Parties (the "Parties" being defined as the Claimant and the Respondent) have agreed to settle all of their claims, disputes and differences outstanding or capable of arising between them and/or against Iran and its affiliates

arising from or stated in the Statements of Claim and Counterclaim in Case Nos. 390, 391, and 392.

NOW, THEREFORE, in consideration of and under the conditions set forth herein, the Parties agree as follows:

Article I

The scope and subject matter of this Settlement Agreement is to settle, dismiss and terminate forever and with prejudice all disputes, differences, claims and matters between the Claimant on the one part and the Respondent, 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 Claim and Counterclaim.

Article II

(i) In full, complete and final settlement of all disputes, differences and claims arising out of the rights, interests, relationships and occurrences related to the subject matters of the Statements of Claim and the Counterclaim in Case Nos. 390, 391, and 392 between the Claimant, on the one part, and the Respondent on the other, and in consideration of the covenants, promises and other agreements contained herein, the sum of one million United States dollars (hereinafter referred to as the "Settlement Amount") will be paid to the Claimant 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) This Settlement Agreement is subject to the approval and ratification by the appropriate Iranian authorities on or before 15th December 1996. Signing of the joint request by the Agent of the Islamic Republic of Iran to the Tribunal shall represent that such approval and ratification have been obtained. In the event

this Settlement Agreement is not ratified by such date or within additional time as the Parties may agree in writing then it shall automatically become null and void, and the Parties shall be placed in the same position as they were prior to the date of this Settlement Agreement.

(iii) Within seven days after the approval and ratification, the Settlement Agreement will be submitted to the Tribunal together with the joint request asking the Tribunal to record and give effect to the provisions of this Settlement Agreement as an Arbitral Award on Agreed Terms. In case the Tribunal will not issue its Arbitral Award on Agreed Terms, this Settlement Agreement shall be null and void and the Parties shall be placed in the same position as they were prior to the date of this Settlement Agreement.

Article III

(i) Upon the issuance of the Arbitral Award on Agreed Terms, the Claimant shall cause, without delay and with prejudice, all proceedings, if any, in relation to disputes, differences, or claims related to, arising from, or capable of arising from the Statements of Claim, Counterclaim, and other submissions in Case Nos. 390, 391, and 392 brought by the Claimant against the Respondent, its entities, organizations, instrumentalities, institutions, divisions, assigns, transferees, predecessors, successors and agents (hereinafter collectively referred to as the "Respondent and its Affiliates") in all courts, fora or any authorities or administrative bodies, to be dismissed, withdrawn and terminated. Upon the issuance of the Award on Agreed Terms, the Claimant shall be barred from instituting and/or continuing with any such proceedings before the Tribunal or any other fora, authorities or administrative bodies whatsoever, including but not limited to any courts in the United States of America or in the Islamic Republic of Iran.

(ii) Upon the issuance of the Arbitral Award on Agreed Terms,

Respondent shall cause, without delay and with prejudice, all proceedings, if any, in relation to disputes, differences or claims related to, arising from or capable of arising from the Statements of Claim, Counterclaim and other submissions in Case Nos. 390, 391 and 392 brought by the Respondent against the Claimant and her assigns, transferees, predecessors, successors and agents (hereinafter collectively referred to as the "Claimant and her Affiliates") in all courts, fora or other authorities or administrative bodies, to be dismissed, withdrawn and terminated. Upon the issuance of the Arbitral Award on Agreed Terms, the Respondent shall be barred from instituting and/or continuing with any such proceedings before the Tribunal or any other fora, authorities or administrative bodies whatsoever, including but not limited to any courts in the United States of America or in the Islamic Republic of Iran.

Article IV

(i) In consideration of the covenants, promises, transfers, waivers and other agreements contained herein, upon the issuance of the Arbitral Award on Agreed Terms by the Tribunal, and upon payment of Settlement Amount, the Claimant shall release and forever discharge the Respondent and its Affiliates from any claim, rights, interests and obligations, past, present or future, which have been raised, which may in the future be raised or which could have been raised by the Claimant and her Affiliates in connection with disputes, differences, claims and matters related to the subject matters of the Statements of Claim, Counterclaim and other submissions in Case Nos. 390, 391, and 392.

(ii) In consideration of the covenants, promises, transfers, waivers and other agreements contained herein, upon the issuance of the Award on Agreed Terms by the Tribunal, the Respondent shall release and forever discharge the Claimant and her Affiliates from any claims, rights, interest and obligations, past, present or future, which have been raised, which may in the

future be raised or which could have been raised by the Respondent in connection with disputes, differences, claims and matters related to the subject matter of the Statements of Claim, Counterclaim, and other submissions in Case Nos. 390, 391 and 392.

Article V

Upon the issuance of the Award on Agreed Terms, Claimant shall indemnify and hold harmless the Respondent and its Affiliates against any claim, counterclaim, action or proceeding which any or all of Claimant, her Affiliates, her mother and sisters and heirs of Reza Fallah they may now or in the future raise, assert, initiate or take against any or all of the Respondent and its Affiliates in connection with disputes, differences, claims and matters related to the subject matters of the Statements of Claim, Counterclaim and other submissions in Case Nos. 390, 391 and 392.

Article VI

Upon issuance of the Award on Agreed Terms the Respondent shall indemnify and hold harmless the Claimant, her Affiliates, her mother and her sisters and the heirs of Reza Fallah against any claim, counterclaim, action or proceedings which any or all of the Respondent and its Affiliates may now or in the future raise, assert, initiate or take against the Claimant, her Affiliates, her mother and sisters and the heirs of Reza Fallah in connection with disputes, differences, claims, and matters related to the subject matters of the Statements of Claim, Counterclaim, and other submissions in Case Nos. 390, 391 and 392.

Article VII

Upon the issuance of the Award on Agreed Terms by the Tribunal, all titles, rights, benefits and interests of the

Claimant in the properties claimed in the Statement of Claim and other submissions in Case Nos. 390, 391 and 392 shall be transferred in "as is, where is condition" unconditionally, irrevocably, to the Respondent. The aforesaid transfer shall be without any lien or encumbrance of the Claimant and without the right to any recourse.

Article VIII

Upon the issuance of the Award on Agreed Terms, the Claimant and the Respondent shall waive any and all claims for costs (including attorneys' fees) arising out of or related to the arbitration, prosecution or defense of the claims asserted before the Tribunal, United States courts or elsewhere with respect to matters involved in the Statements of Claim or Counterclaim in Case Nos. 390, 391, 392.

Article IX

The Parties agree that this Settlement Agreement has been made in a spirit of private resolution of disputes. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to, or to affect in any way any argument that the Respondents and its Affiliates have raised, or may raise, concerning jurisdiction or the merits of this case or any other case, whether before the Tribunal or any other forum.

Article X

Upon the issuance of the Award on Agreed Terms, the obligations, declarations, releases, waivers, withdrawals, dismissals, transfers of rights, interest, benefits and titles in properties 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 by the Parties in implementing the provisions of this Agreement.

Article XI

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

Article XII

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

Article XIII

The representatives of the Parties hereto expressly declare that they are duly empowered to sign this Settlement Agreement and their signatures will commit their respective principals to fulfillment of their obligations under this Settlement Agreement without any limitations except as may otherwise be contained in this Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Settlement Agreement.

Agent of the Islamic Republic
of Iran

By _____
Date: 12 Dec 1996

Lilly Mythra Fallah Lawrence

By Lilly Mythra Fallah Lawrence
Date: 8 November 1996

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

Dated, The Hague
9 January 1997

Bengt Brons
Chairman
Chamber One

In the Name of God

Assadollah Noori

See the note under my
signature in the Inter-
locutory Award No.
ITL 77-390/391/392-1.

Charles T. Duncan

Charles T. Duncan