

4-323

VE-CCC

AIMS TRIBUNAL

دیوان داوری دعاری ایران - ایالات متحدہ

ORIGINAL DOCUMENTS IN SAFE

323

Case No. 74Date of filing: 18-Dec-87

** AWARD - Type of Award Correction
- Date of Award 18-Dec-87
2 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: _____

- Date _____
_____ pages in English _____ pages in Farsi

CASES NOS. 74, 76, 81, 150
CHAMBER THREE
AWARD NO. 311-74/76/81/150-3

323

Case No. 74

MOBIL OIL IRAN INC., and
MOBIL SALES AND SUPPLY CORPORATION,
Claimants,
and

GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN
and NATIONAL IRANIAN OIL COMPANY,
Respondents.

Case No. 76

SAN JACINTO EASTERN CORPORATION, and
SAN JACINTO SERVICE CORPORATION,
Claimants,
and

GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN
and NATIONAL IRANIAN OIL COMPANY,
Respondents.

Case No. 81

ARCO IRAN, INC., and
ATRECO INC.,
Claimants,
and

GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN
and NATIONAL IRANIAN OIL COMPANY,
Respondents.

Case No. 150

EXXON CORPORATION, and
ESSO TRADING COMPANY OF IRAN,
Claimants,
and

GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN
and NATIONAL IRANIAN OIL COMPANY,
Respondents.

IRAN UNITED STATES CLAIMS TRIBUNAL		ایران - ایالات متحدہ
ثبت شد - FILED		
Date	18 DEC 1987	تاریخ
	۱۳۶۶/۹/۲۹	
No.	74	شماره

DUPLICATE ORIGINAL نسخه برابر اصل

CORRECTION TO AWARD

Reference is made to the "Request for Correction of the Partial Award" submitted by the Agent of the Government of the Islamic Republic of Iran on 16 November 1987.

The following correction is hereby made to the English and Farsi text of the Award in this Case filed on 14 July and 20 October 1987, respectively.

At page 31, paragraph 67, line 10, replace "or if those parties are all foreign nationals" with "and if those parties are all foreign nationals".

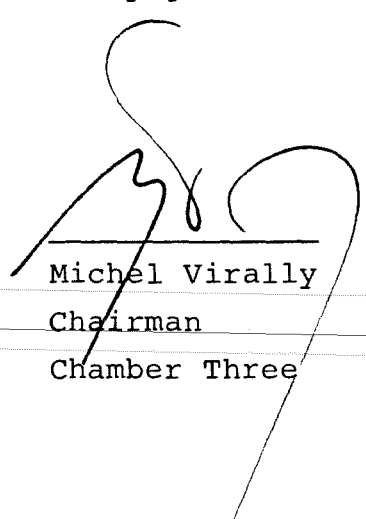
Furthermore, the following correction is hereby made to the Farsi text of the above-mentioned Award.

At page 36, paragraph 67, lines 5 & 6 should read as follows:

"عقود تابع محل وقوع عقد است مگر آنکه متعاقدين آنرا صراحتاً يا ضمناً تابع قانون کشور
ديگری قراردادده باشند (ومضافاً اينکه کليه متعاقدين اتباع بيگانه باشند). خواندگان"

Copies of the corrected pages are attached.

Dated, The Hague,
18 December 1987

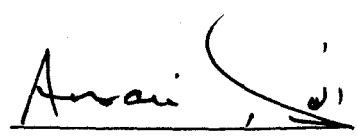


Michel Virally
Chairman
Chamber Three

In the name of God



Charles N. Brower



Parviz Ansari Moin

therefore, "the responsibility engaged is that of the Respondent State for a breach of public international law."

67. In the present Cases, the Respondents contend that a breach of contract can be established only by reference to the proper law of the SPA, which undoubtedly is Iranian law, as clearly stated in Article 29 of the Agreement. According to the Respondents, this conclusion conforms to Article 968 of the Iranian Civil Code, which provides that the law of the contract is the law of the place where the contract was concluded, except if the parties have explicitly or impliedly declared the transaction to be subject to the law of another country (and if those parties are all foreign nationals). The Respondents further note that Iranian law also is specified in the Iranian petroleum legislation of 1957 as the law applicable to contracts concluded by NIOC. Similarly, they point out that a presumption exists in international law that the law applicable to a contract to which a State is a party is the domestic law of that State.

68. The Respondents reject the proposition that implementation and interpretation may be separated and governed by different systems of law. They point out that the Claimants have not produced any examples of such a division and further note that the historical evidence of the negotiations which the Claimants draw in support of their construction of Article 29 relates only to internal exchanges among the Companies. The Respondents thus contend that the real history of the negotiations between the Consortium and Iran in no way confirms such an interpretation. Therefore, it is argued, Article 29 must be read according to its clear wording, establishing that the Parties chose Iranian law as the law of the contract.

69. Even if there was no express choice of law, the Respondents further contend that the governing law would have to be determined by reference either to the tacit