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دیوان دآوری دعاوی ایران - ایالات متحد

ORIGINAL DOCUMENTS IN SAFECase No. 806Date of filing: 13 June 84

** AWARD - Type of Award Agreed terms
- Date of Award 13 June 84
3 pages in English 3 pages in Farsi
5 exhibits

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

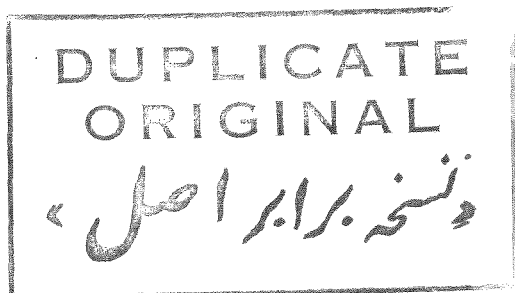
** CONCURRING OPINION of _____
- Date _____
_____ pages in English _____ pages in Farsi

** 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



CHAMBER TWO

CASE NO. 806

AWARD NO. 134-806-2

NORTON LILLY & CO., INC.,

Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN,
ISLAMIC REPUBLIC SHIPPING
COMPANY OF IRAN (formerly ARYA
NATIONAL SHIPPING LINES or ARYA
NATIONAL SHIPPING COMPANY), and
ARVAND STEVEDORING COMPANY (also
known as IRAN STEVEDORING COMPANY)

Respondents.

IRAN UNITED STATES CLAIMS TRIBUNAL		دادگاه داوری دعاوی ایران - ایالات متحده	
ثبت شد - FILED			
Date	۱۳۶۲ / ۳ / ۲۳	Date	13 JUN 1984
No.	806	No.	

AWARD ON AGREED TERMS

The Claimant, NORTON LILLY & CO., INC., and Respondents herein, ISLAMIC REPUBLIC OF IRAN SHIPPING LINES (formerly ARYA NATIONAL COMPANY) and ARVAND STEVEDORING COMPANY (also known as IRAN STEVEDORING COMPANY) have entered into a Settlement Agreement, signed by them and dated 11 April 1984, resolving all matters in dispute between them, whereby it is agreed, inter alia, that the above Respondents shall pay to the Claimant the amount of US \$ 390,000.

On 1 June 1984, a Request from the Parties was filed, signed by them, for an Arbitral Award on Agreed Terms to be rendered, recording and giving effect to the Settlement Agreement, pursuant to Article 34(1) of the Tribunal Rules. The Settlement Agreement and the Request were presented to the Tribunal with an accompanying letter from, and signed by, the Agent of the Islamic Republic of Iran. Copies of the Settlement Agreement, the Request and the accompanying letter are attached hereto.

The Tribunal has satisfied itself that it has jurisdiction in this matter 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.

For the foregoing reasons,

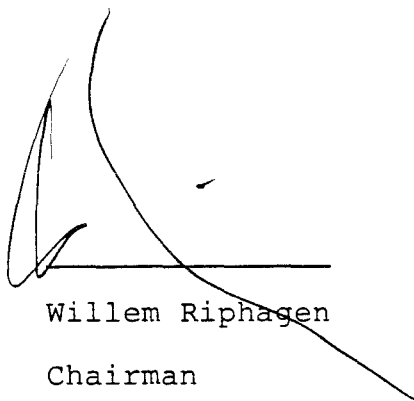
THE TRIBUNAL MAKES THE FOLLOWING AWARD:

The Settlement Agreement filed with the Request is hereby accepted and recorded as an Award on agreed terms, binding on the Parties, in full and final settlement of the entire case. Consequently the Respondents ISLAMIC REPUBLIC OF IRAN SHIPPING LINES (formerly ARYA NATIONAL COMPANY) and ARVAND STEVEDORING COMPANY (also known as IRAN STEVEDORING COMPANY) shall pay to the Claimant the sum of Three Hundred Ninety Thousand United States Dollars (US \$ 390,000), which obligation shall be satisfied by payment out of the Security Account established pursuant to Paragraph 7 of the Declaration of the Democratic and Popular Republic of Algeria of 19 January 1981.

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

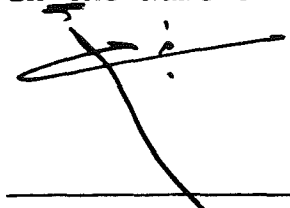
Dated, The Hague,

13 June 1984

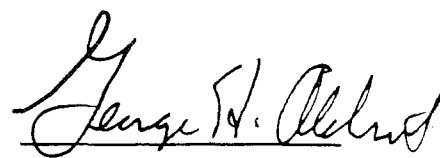


Willem Riphagen
Chairman
Chamber Two

In the Name of God



Shafie Shafeiei



George H. Aldrich



EMBASSY OF THE ISLAMIC REPUBLIC OF IRAN
Agent Bureau
The Hague

IN THE NAME OF GOD

No. 2774

Date. 1 June 84

Encl. ۶۳/۲/۱۱

Honourable Judge W. Riphagen,
Chairman,
Chamber 2,
Iran-U.S. Claims Tribunal,
Parkweg 13,
The Hague.

جناب قاضی ویلم ریپهاغن
رئیس
شعبه دوم
دیوان داورى دعاوى ایران - ایالات متحده
پارک وِخ ۱۳
لاهمه

Your Honour:

عالیجناب ،

Herewith I send you for filing,
four Farsi/English copies of
the Settlement Agreement in
Case No.806, duly signed by
the Islamic Republic of Iran
Shipping Lines and Norton,
Lilly & Co. Inc.

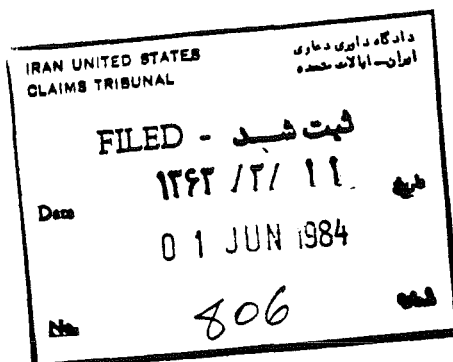
با احترام بدینوسیله چهار نسخه فارسی و
انگلیسی قرارداد دحل وفصل در پرونده ۸۰۶
که با مضای شرکت کشتیرانی جمهوری اسلامی
ایران و شرکت نورتن لیلی رسیده است
برای ثبت به پیوست ایفا میدارد.

Yours sincerely,

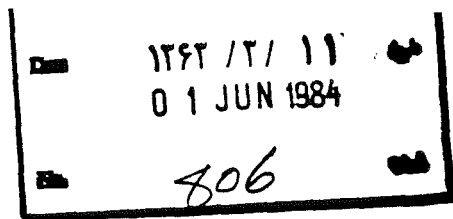
با احترام

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

محمدکریم اشراق
نماینده دولت جمهوری اسلامی ایران در دیوان
داوری دعاوى ایران - ایالات متحده



BEFORE THE
IRAN-UNITED STATES CLAIMS TRIBUNAL



Case No. 806 :

Chamber 2 :

NORTON, LILLY & CO. INC.,

Claimant

and

ISLAMIC REPUBLIC OF IRAN SHIPPING LINES (formerly ARYA NATIONAL COMPANY)
and ARVAND STEVEDORING COMPANY (also known as Iran Stevedoring Company).

Respondents

REQUEST FOR AN ARBITRAL
AWARD ON AGREED TERMS

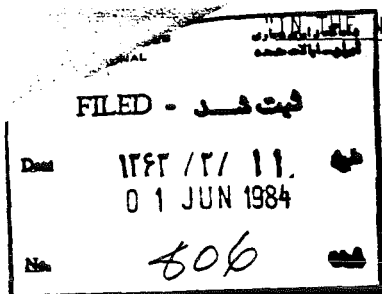
1. By its Statement of Claim filed in this Case on January 19th, 1982 the Claimant, North, Lilly & Co. Inc., sought an Award of monetary damages against the Respondents.
2. As a result of negotiations between the Parties, the Claimant and Respondents have entered into a Settlement dated 11th April, 1984 a copy of which is annexed hereto,
3. Pursuant to the terms of Article 34 (1) of the Final Rules of Procedure of the Tribunal, the Claimant and Respondents, hereby jointly submit the Settlement Agreement to the Tribunal and request the Tribunal to issue an Award on agreed terms which will record and give effect to the settlement.
4. There are no preconditions to which the Award is subject.

Claimant
On behalf of

.....
Chairman

Respondents
On behalf of

M..SOURI.....
Chairman & Managing Director
ISLAMIC REPUBLIC OF IRAN SHIPPING LINES



11th April, 1984

SETTLEMENT AGREEMENT

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This Settlement Agreement is made between Norton, Lilly and Co, Inc., the Claimant in Case 806 before the Iran-United States Claims Tribunal (hereinafter 'Claimant'), on the one hand, and Islamic Republic of Iran Shipping Lines (hereinafter "Shipping Company") and Arvand Stevedoring Company, (hereinafter collectively "Respondents") on the other hand.

Claimant has filed a Statement of Claim with the Iran-United States Claims Tribunal in said Case 806 against Respondents and Shipping Company has filed certain counterclaims against Claimant in said Case 806.

Claimant and Respondents wish to provide for the complete and final settlement of all Claims which they may have against each other.

Accordingly, Claimant and Respondents hereby agree as follows:

Article One:

Claimant and Respondents agree to submit a joint request to the Iran-United States Claims Tribunal to record this Settlement of Accounts Agreement as an Arbitral Award on agreed terms. Such joint request shall be in the form of the attachement hereto.

Article Two:

- (i) Claimant shall be paid the sum of THREE HUNDRED NINETY THOUSAND United States Dollars (U. S. Dollars 390.000,-) as payment in full of and in settlement of the above mentioned claims.

(ii) It is agreed that such payment shall be made 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 19th January, 1981.

Article Three:

Upon payment of the above-mentioned sum, such claims and other claimed amounts shall be deemed to be paid in full, and Claimant shall release and forever discharge Respondents named in the Statement of Claim Case 806, and their successors and assigns from any and all claims which Claimant may have, whether existing on the effective date of this Settlement or which may therefore arise, based on events occurring prior to the effective date of this Settlement Agreement, including, without limitation, all claims in said Case 806.

Article Four:

Upon payment of the above-mentioned sum, Respondents shall release and forever discharge Claimant, and its successors and assign from any and all claims which Respondents may have, whether existing on the effective date of this Settlement Agreement or which may thereafter arise, based on events occurring prior to the effective date of this Settlement Agreement, including, without limitation, all counterclaims in said Case 806.

Article Five

The releases contained in Articles Three and Four and the waivers in Article seven are self-executing upon the payment to Claimant of the sum set forth in Article Two. No further document, therefore, need to be executed in those cases.



Article Six :

Upon payment of the above mentioned sum, Claimant and Respondents shall waive all claims for costs (including Attorneys' fees) which they may have in connection with said Case 806, including all such costs arising out of the preparation, arbitration, prosecution or defense of the claims and counter-claims in the said Case 806.

Article Seven :

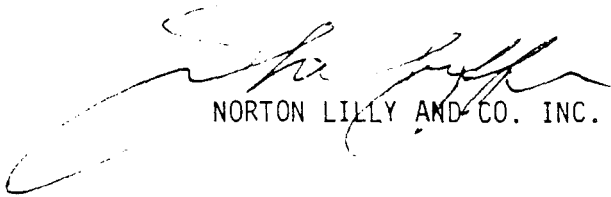
The representative of the parties hereto expressly declare that they are duly empowered to sign this Settlement Agreement and their signatures will commit their respective Principals to fulfillment of their obligations hereunder and make effective the provisions hereof without any limitations except as set forth herein.

Article Eight :

This Agreement shall not be effective until signed by both parties.

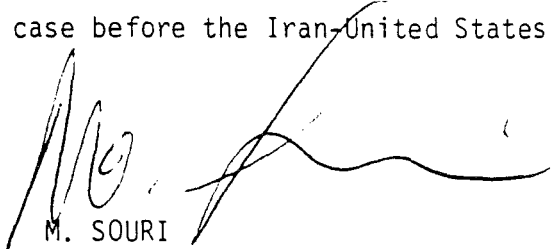
Article Nine

It is understood that this Settlement Agreement is made in a spirit of private settlement of accounts and that Claimant and Respondents shall not use, or permit any third party to use, this Settlement Agreement in the prosecution of defense of any other case before the Iran-United States Claims Tribunal.



NORTON LILLY AND CO. INC.

DATED:



M. SOUR

Chairman & Managing Director
ISLAMIC REPUBLIC OF IRAN SHIPPING LINES

DATED: