

967-106

ORIGINAL DOCUMENTS IN SAFECase No. 967Date of filing: 20 Oct '93

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

** DECISION - Date of Decision 20 Oct '93
_____ 3 pages in English _____ 4 pages in Farsi

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

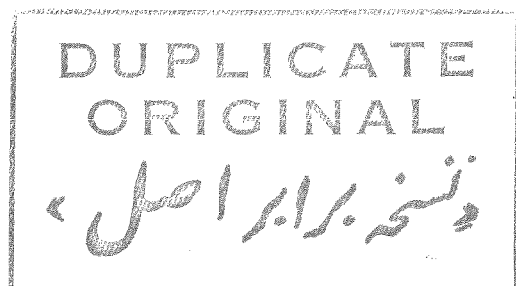
** SEPARATE OPINION of _____
- Date _____
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** DISSENTING OPINION of _____
- Date _____
_____ pages in English _____ pages in Farsi

** OTHER; Nature of document: _____

- Date _____
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IRAN-UNITED STATES CLAIMS TRIBUNAL



CASE NO. 967

CHAMBER TWO

DECISION NO. DEC 117-967-2

HAROLD BIRNBAUM,
 Claimant,
 and
 THE ISLAMIC REPUBLIC OF IRAN,
 Respondent.

IRAN-UNITED STATES CLAIMS TRIBUNAL	دیوان دآوری دعاوی ایران - ایالات متحدہ
FILED	ثبت شد
DATE	20 OCT 1993
	تاریخ ۱۳۷۲ / ۷ / ۲۸

DECISION

1. On 6 July 1993, the Tribunal rendered Award No. 549-967-2 (the "Award"). The Award in its Paragraph 149 (as corrected on 19 July 1993) decided that the Claimant, Harold Birnbaum, was entitled to 71,065,673 rials (\$1,008,381) as compensation for his 8.6% share in the Iranian engineering firm AFFA.

2. On 5 August 1993, the Claimant, pursuant to Article 37 of the Tribunal Rules, filed a "Request for Additional Award" in the amount of \$181,624.68. The amount is alleged to be the U.S. dollar equivalent of a debt owed to him by AFFA that was not dealt with in the Award. The alleged debt relates to personal promissory notes executed by the Claimant to secure financial guarantees issued to AFFA by banks. The Claimant pointed out that he had maintained during the proceedings that this debt should be offset against the debt he owed AFFA as a result of loans made to him by AFFA. While the Award deducted from the Claimant's share of the value of AFFA the amount of his acknowledged debt to AFFA, it did not, he contended, offset that by awarding him the amount of AFFA's debt to him.

3. The Tribunal notes that the request made by the Claimant was filed within the time period provided for in Article 37 of the Tribunal Rules. Accordingly, the Tribunal finds that the request was made in a timely manner.

4. In accordance with Article 37 of the Tribunal Rules, a request for additional award may only be presented in respect of "claims presented in the arbitral proceedings but omitted from the award."

5. The Tribunal does not find that any part of the Claimant's claim was omitted from the Award. The promissory notes were not subject of a claim or counterclaim in this Case, and the unidentified banks were not parties. Nevertheless, while the Tribunal did not refer in its Award to the promissory notes, it noted the Claimant's request for an offset, but rejected it on

the ground that they, like the partners' loans, were uncollectible. The Tribunal stated in Paragraph 52 of the Award that it would discuss in detail only the major assets in dispute between Parties, and in Paragraph 98 that it would discuss in detail only one liability of AFFA, its tax liability. Accordingly, the Award in Paragraph 149 determined the compensation that the Claimant was entitled to for his claims. Therefore, the Tribunal finds no ground on which the requested additional award may be granted.

6. For the foregoing reasons,

THE TRIBUNAL DECIDES AS FOLLOWS:

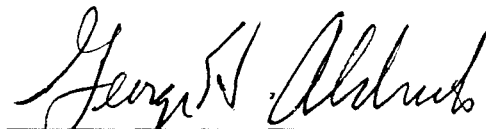
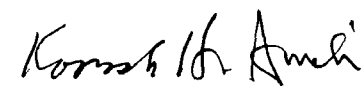
The Claimant's request for additional award is denied.

Dated, The Hague
20 October 1993



José María Ruda
Chairman
Chamber Two

In The Name of God


George H. Aldrich
Koorosh H. Ameli