

Voting Record of Judge Ameli in the Cases Before the Iran-United States Claims Tribunal

K. H. Ameli¹

Appointed by the Islamic Republic of Iran under the Algiers Accords,² I proudly served the Iran-United States Claims Tribunal and decided the cases with independence and impartiality as required by the Tribunal Rules. As I stated in my letter of resignation to the Tribunal, “It has been a great honor for me to serve such an august Tribunal in the highly significant judicial resolution of international disputes between the Islamic Republic of Iran and the United States of America”.³

The present survey intends to reject the widespread assertion that all Iranian judges of the Tribunal in the cases before them always voted in favor of the Iranian parties, against any recovery by the US parties and passionately supported the position of the Iranian parties.⁴ Although I did not sit in any cases with him, Judge Mangard, one of

¹ LL. M. Harvard Law School, LL.B. and LL.M. (abt), National University of Iran Law School, FCI Arb, Arbitrator and Legal Consultant, Ameli International Arbitration, The Hague, Netherlands. Email: Koorosh@ameliarbitration.com

² Declarations of the Government of the Democratic and Popular Republic of Algeria, including the General Declaration, the Claims Settlement Declaration and the Undertakings of the Governments of the United States of America and the Islamic Republic of Iran concerning the Declarations (19 Jan. 1981), 1 Iran-US CTR 3; <http://www.iusct.net/Default.aspx>

³ Letter of Resignation of Judge Ameli, for 19 June 2008, which was adopted by the Tribunal and became effective on 17 June 2009, when he decided the cases he had heard prior to resignation under the Tribunal Rules, Article 13(5). For the Tribunal Rules, see 1 Iran-US CTR 57; <http://www.iusct.net/Default.aspx>

⁴ See, e.g., the assertion in George H. Aldrich, *THE JURISPRUDENCE OF THE IRAN-UNITED STATES CLAIMS TRIBUNAL: AN ANALYSIS OF THE DECISIONS OF THE TRIBUNAL*, 43, Clarendon Press, Oxford (1996): “It is a fact that the Iranian Members find it next to impossible to concur in any Award in favor of an American party.” *But see*, Prof. Combs’s email comments as well as my reminder to counsel in Gulf/Sabet cases, below.

The assertion in Remarks by Charles N. Brower, in *Decisionmaking in International Courts and Tribunals: Conversation with Leading Judges and Arbitrators*, 105 Am. Soc’y Int’l L Pro. 215, 221 (2011): “I am not giving away any secret, there is no case known and there is none in which an Iranian Member of the Tribunal has voted other than in conformity with the position of the Islamic Republic of Iran or the Iranian party when we were dealing with all those more commercial cases. That is a fact, and I’ve said it in presentations we make to visiting delegations at the Tribunal with one or another of my Iranian colleagues.” Judge Brower must be referring to other Iranian judges, who perhaps even take pride in voting so or not wish to talk about their any votes in favor of the American parties. I never made such Tribunal presentations with Judge Brower nor did I sit with him in any of his more commercial Chamber cases, although I sat with him in the Full Tribunal cases.

The assertion in Nils Mangard, *The Interpersonal Dynamics of Arbitral Decision-making (II)*, in *THE IRAN-UNITED STATES CLAIMS TRIBUNAL AND THE PROCESS OF INTERNATIONAL CLAIMS RESOLUTION*, DAVID D. CARON & JOHN R. CROOK EDS, 253, 256 & 257 (2000): “In my opinion, the Iranian arbitrators generally acted as representatives of their Government with a duty to further the interests of Iran and their arbitrating countrymen as a whole. They sought guidance from Tehran in every case of any importance or at least from their Government’s Legal Bureau in The Hague set up to deal with the Tribunal affairs. They could not risk falling into grace at home. [...] [The Iranian

the first third-country judges of the Tribunal and chairman of Chamber Three, who left the Tribunal in June 1985, was quoted as stating his opinion that in the Tribunal

arbitrators] “risked being criticized by Tehran, which I have been told, statically counted a case as lost if one single dollar was awarded to the American party.” Judge Mangard must have been talking about other Iranian judges as I did not sit with him in any cases or worked in his Chamber III until he left the Tribunal in June 1985. In that period was a legal advisor of the Tribunal working with Chamber I and the Full Tribunal, both presided by Judge Lagergren and later Judge Bockstiegel. I was a Member of the Tribunal during August 1985-December 1987 and September 1990-July 2009. I never received any guidance from Iran about the conduct of my Tribunal cases and in any event I was more qualified than anyone to know how to conduct my cases. I take note however that Judge Ansari, the Iranian arbitrator who sat with Judge Mangard in Chamber III during October 1983-June 1985, did not deny the assertions of Judge Mangard in any form and that his general circumstantial justification for the “unrest” or “sources of concern,” following Judge Mangard’s observations under the same article title but third in the same book raises the question if he admits the assertions so far as concern him in particular if he had received Judge Mangard’s observations in advance of the publication. *Id.*, Parviz Ansari Moin, *The Interpersonal Dynamics of Arbitral Decision-making (III)*, 263-267.

The assertion in Nancy Combs, *Profile: Judge George H. Aldrich*, 7 *Intl’l L. F.* 47, 48 (2005): “The Tribunal’s Iranian judges passionately advance Iran’s positions in virtually every Tribunal case.” In fact, Prof. Combs, a former senior legal adviser of the Tribunal, at a later visit to the Tribunal and a subsequent email graciously apologized and retracted her remarks so far as concerned me as follows: “As I’m sure I said at the time, I have always respected your work tremendously and felt personally grateful that you were the Iranian arbitrator in the Chamber in which I worked. I have followed the Tribunal’s work since I left -- not terrifically closely, but enough to see that you most certainly did take a stand for your principles. I can’t say I’m surprised at the high price you paid for your integrity. Judge Aldrich always impressed upon the American legal assistants the difficult position in which the Iranian judges found themselves and that it would do an Iranian judge no favor to be publicly complimented by an American. All that said, I remain sorry that I didn’t choose my words more carefully in that essay, either to say what I really meant or to not say anything at all.” Email of 17 July 2010 by Prof. Combs on file with the Author.

In fact, Prof. Combs’s email comments remind me of the suggestion by Judge Holtzmann in a late 1990 discussion of the party-appointed arbitrators in the appointment of a replacement for the resigning President of the Tribunal, Robert Briner, who also chaired Chamber II, and to which I had recently been assigned. In that discussion Judge Holtzmann proposed I transfer to Chamber I to work with him and Judge Broms in place of the other Iranian arbitrator as in my earlier appointments, although my Chamber II colleague, Judge Aldrich quickly objected to it, insisting that I should stay with him in Chamber II. I thanked both of them for their appreciation of my professionalism rather than being concerned about its internal ramifications. Thus, I suggested that I would welcome the proposal if they agreed Judge Broms would become President of the Tribunal because as in the past I had been assigned to the President’s Chamber, a proposal which as I expected was declined as previously but in either case it would also have made happy my other Iranian colleagues present to avoid any concerns arising.

The assertion in the most high profile, politically charged and huge cases in the hearing before the Tribunal with biggest delegations of the parties, by the co-counsel for the US private claimants that “The important point about Benjamin Isaiah’s case/ 219/ is [that] it is perhaps the first and perhaps the last case that there was a concurring opinion in favor of an American recovery in this tribunal. Judge Shafeiei concurred with Chairman Bellet and Judge Aldrich in the conclusion of that award.” Hamid Sabi, co-counsel for US claimants in *Sabet/Gulf Associates v. Iran*, cases 815, 816, 817 and 385, Hearing Transcript, 7 Oct 1997, Day 1, p. 87, referring to Award No. 35-219-2 (30 Mar. 1983), 2 Iran-US CTR 232. Thus, from the bench I interjected that “I do not find that proper to say. As I understand [it], you have not searched your record well.” And Mr. Sabi responded, “I stand to be corrected.” *Id.* Incidentally, as proved later, I voted “concurring on liability” and “concurring in most part” on compensation with my other colleagues for the claimants in *Sabet* cases. *A. Sabet et al. v. Iran*, Award 593-815/816/817-2 (30 Jun 1999), 35 Iran-US CTR 3; *A. Sabet et al. v. Iran*, Award 598-815/816/817-2 (28 Nov 2000), 36 Iran-US CTR 203. I also concurred and dissented in part in the other case, *Gulf Associates, Inc. v. Iran, et al.*, Award 594-385-2 (7 Oct 1999), 35 Iran-US CTR 45.

deliberations of the cases, Iranian and American members, “even if they don’t admit it, really act as the leading counsel for the party in question ... They both do that, no doubt about it.”⁵ He also observed that they “Both vigorously pleaded in favor of ‘their’ party.”⁶ And when the US judges concurred in the Awards, they usually wrote, “I concur with reluctance in this inadequate Award, but only in order to form a majority,” required under the Tribunal Rules, as noted by former President of the Tribunal, Judge Lagergren.⁷

The present survey puts the record straight by presenting my voting record in the cases before the Tribunal. The record of my votes in the cases before the Tribunal, not including Orders, shows that I judged in favor of the position of United States parties and against that of Iranian parties in 30 out of 78 or 38.46% of my Awards and Decisions, although my vote in some was dissenting in part, as set forth in Annex, Part A, below. Of the remaining 48 or 61.54% Awards and Decisions I judged in favor of the position of the Iranian parties, I voted half of them, that is, 24, in unanimity or with the majority, in 10, I voted concurring and dissenting in part and only in 14 or 17.94% of my total Awards and Decision I judged in general dissent, as shown in Annex, Part B. It would be interesting to see if the voting records of the US judges fared any better for voting in favor of the position of the Iranian parties.

These figures include as one my votes in an Award or Decision that joins or consolidates two or more cases. The figures do not include my votes for different operative paragraphs or subparagraphs of the Awards and Decisions but in one.⁸ Nor do they include my votes in the procedural Orders in these cases or in the cases which remained pending after my resignation became effective in June 2009 or in Termination Orders in other cases.⁹

In a similar survey, covering his votes in the cases before the International Court of Justice, including judgments, advisory opinions as well as procedural orders and counting in his vote for their different operative paragraphs or subparagraphs, Judge Schwebel concludes that he has voted in 11 cases and instances against the position of his country, the United States,¹⁰ although not indicating the cases and instances that he voted for the position of the United States.

Under the Tribunal Rules, Articles 31, 32 and 34-37, which is the UNCITRAL Arbitration Rules of 1976 with certain modifications, the Tribunal may issue interim,

⁵ STEPHEN J. TOOPE, *MIXED INTERNATIONAL ARBITRATION: STUDIES IN ARBITRATION BETWEEN STATES AND PRIVATE PERSONS*, 351, Cambridge, Grotius Pub. (1990).

⁶ Nils Mangard, *The Interpersonal Dynamics of Arbitral Decision-making (II)*, in *THE IRAN-UNITED STATES CLAIMS TRIBUNAL AND THE PROCESS OF INTERNATIONAL CLAIMS RESOLUTION*, DAVID D. CARON & JOHN R. CROOK EDS, 253, 257 (AMERICAN SOCIETY OF INTERNATIONAL LAW 2000).

⁷ GUNNAR LAGERGREN, *FIVE IMPORTANT CASES ON NATIONALIZATION OF FOREIGN PROPERTY DECIDED BY THE IRAN-UNITED STATES CLAIMS TRIBUNAL*, 7 (University of Lund Raoul Wallenberg Institute of human rights and Humanitarian Law Report No. 5, 1988).

⁸ See, *Foremost* in Annex, Parts A and B.

⁹ My Termination Orders are: *Fazeli v. Iran*, Case 270, Ch. 2, Order of 20 Jan 1993, unanimous; *Mostofizadeh v. Iran*, Cases 278, Ch. 2, Order of 20 Sep 1993, unanimous; *Mercantile Trust Co. v. Iran*, Case 351, Ch. 2, Order of 23 Apr 1993, unanimous; and *MCA Inc. v. Iran*, Case 768, Ch. 2, Order of 24 Oct 1990, unanimous.

¹⁰ Stephen Schwebel, *National Judges and Judges Ad Hoc of the International Court of Justice*, 48 *Int'l & Comp. L. Q.* 889 (1999), 893 and 899-900.

interlocutory, partial, final Awards, Awards on Agreed Terms, Additional Awards and other Decisions and procedural Orders as well as Decisions on interpretation and correction of the Awards or Decisions. Further, as a matter of Tribunal practice decisions concerning disputes on interpretation of the Algiers Accords and related instruments are rendered in the form of a Decision rather than an Award, which is reserved for cases of disputes concerning application, including liability and damages under the instruments.

As a matter of practice, the Awards and Decisions of the Tribunal do not set forth their operative parts in different paragraphs and subparagraphs for each claim or issue in dispute and when they do they do not state the votes of the arbitrators separately. Therefore, in practice an arbitrator may state under his signature of the Award or Decision his vote as concurring, dissenting, concurring in part, dissenting in part, or concurring in part, dissenting in part with or without reference to particular issues or paragraphs of the operative part and whether it will be accompanied by a separate opinion, where the required majority is present for making the decision. Where the arbitrator signs the Award or Decision without an indication of his vote, he necessarily votes for the operative part in general; when his signature indicates dissenting or dissenting opinion, he also necessarily votes against the operative part in general; and when he signs concurring, it indicates his vote for the operative part but for other reasons. Thus, an arbitrator may dissent as to jurisdiction but concur as to liability and damages, or he may dissent as to jurisdiction and liability but concur as to damages in the same Award, parts thereof or he may dissent in general.

I did not write my separate opinions, whether dissenting, concurring or otherwise, but in few cases mainly because they would make no difference in later decisions due to the Tribunal's rule of precedence,¹¹ they would take my preparation time in other Tribunal cases and could create tensions or misgivings with colleagues whose cooperation I needed in other pending cases. I also did not need to improve my profile with the Iranian arbitrating parties or lobby them for appointment as arbitrator in outside Tribunal cases.

As noted above, the survey does not cover my vote concerning procedural Orders in the cases before the Tribunal. It does not because of the huge number of the Orders, their inaccessibility to me after separation from the Tribunal and their unavailability on the Tribunal website, although they should be public¹² and I understand that they

¹¹ Presidential Order No. 1 (19 Oct. 1981), 1 Iran-US CTR 95, para. 5 (a) "If the preliminary or main issues in two or more cases before different Chambers are similar, the President may determine that they shall be assigned to the same Chamber." Para. 6 (a) Where a case pending before a Chamber raises an important issue the Chamber may, at any time prior to the final award relinquish jurisdiction in favor of the Plenary Tribunal", and more to the point para. 6 (b) "A Chamber may decide to relinquish jurisdiction to the Plenary Tribunal at any time prior to the final award when the resolution of an issue might result in inconsistent decisions or awards by the Tribunal."

¹² In recent years the Tribunal has discontinued to release the Orders for publication contrary to its earlier practice, which treated them as "other decisions" available to the public under the Tribunal Rules, Article 32(5). Tribunal Rules, Article 32(5) provides that "All Awards and other decisions shall be made available to the public, except that upon the request of one or more arbitrating parties, the arbitral tribunal may determine that it will not make the entire award or other decision public, but will make public only portions thereof from which the identity of the parties, other identifying facts and trade or military secrets have been deleted."

are available on Westlaw. In the absence of the total number of the Orders, my vote in the ones I have agreed or dissented cannot be used to arrive at a conclusion, even if I can access some of my few dissenting opinions.

However, it should be clear that I have joined or concurred in all those procedural Orders rendered against the position of the Iranian parties but few in which I have filed a dissent. Because only the presiding member of the Tribunal signs the procedural Orders under the Tribunal Rules, without indicating the vote of the individual members, it is for such members to file a separate statement or opinion indicating their dissent in the case. A good number of the Orders I joined or concurred in concerned not only requests for rescheduling of submissions or hearings which could be important in some cases, but also requests for submission of further pleadings and evidence, post-hearing briefs, document production, amendment of claims, admission of late evidence or witness, appointment of experts and setting the hearings, which were crucial to the fate of the cases.

The figures include Awards on Agreed Terms, although they are based on the settlement of the parties and may arguably be considered not contentious. Under the Tribunal Rules, Article 34(1), if requested by both parties and accepted by it, the Tribunal records the settlement agreement of the parties in the form of an Award on Agreed Terms and for that reason it usually does not have much for the Tribunal to disagree with and in case it does it is not against one party but both of them.

Nevertheless, dissenting votes may arise concerning prima facie jurisdiction of the Tribunal and appropriateness of the settlement within the framework of the Algiers Accord for payment of the settlement amount from Iran's Security Account with the Tribunal under the Full Tribunal Decision in *Case A1*,¹³ compliance by one or both parties with their conditions precedent to rendering of the Award on Agreed Terms and payment of the settlement amount from the Security Account with the Tribunal instruction or for other reasons.

Thus, I dissented in one out of 7 Awards on Agreed Terms as some US judges dissented or concurred in other such Awards. The Awards on Agreed Terms in which I participated are also separately set forth in Annex, Part C. However, their exclusion from the above figures does not make much of a difference in the percentage of the cases I voted for the position of the Iranian or the US parties, in particular where two of the Awards on Agreed Terms concerned Iran's claims. With their exclusion, I have voted 26 out of 71 or 36.61% of the Awards and Decisions in favor of the position of the US parties and 45 or 63.38% of the Awards and Decisions in favor of the Iranian

To date the Tribunal has never decided to delete a portion of its award and other decisions under this provision other than exclusion of very few settlement agreements attached to the Awards on Agreed Terms under the Tribunal Rules, Article 34(1). K.H. Ameli, *Confidentiality of Arbitral Proceedings Before the Iran-United States Claims Tribunal*, February 2010, paper presented to the International Law Association Committee on International Commercial Arbitration. <http://ameliarbitration.com/wp-content/uploads/2012/01/Confidentiality-of-Arbitral-Proceedings-before-the-Iran-United-States-Claims-Tribunal.pdf>

¹³ Iran and the United States, Decision 8-A1(Issue II)-FT (signed 14, filed 17 May 1982), 1 Iran-US CTR 144 (Standard to be Applied by the Tribunal in Recording a Settlement as an Award on Agreed Terms).

parties of which 22 were unanimous or by majority, 10 by concurring and dissenting in part and only 13 or 18.30% by general dissent.

This survey also does not include my votes on decisions of the important Committee on Administrative and Financial Questions¹⁴ and the Full Tribunal's Administrative Meetings, where major and sensitive disagreements between the two governments, between them and the Tribunal or within the Tribunal concerning the Tribunal annual budget, quarterly contributions of the two governments and dealing with delays or obstructions when one party is not satisfied with Tribunal performance, opening and suppression of posts for the Staff and divergent views of the Members, increases in fees and costs of the Members and the Secretary-General, establishing limited separation benefit for them, separation pay and other benefits for the Staff, in the absence of any pension plan or social security, changing the currency of payment from US dollars to Euro to avoid periodic arguments for exchange rate adjustments, deciding administrative disputes concerning the Staff referred to by the Secretary-General, the President, other Members or Staff, resolution of questions concerning constant erosion of privileges and immunities of the Tribunal and the personnel under Headquarters Agreement with the host government and coordination with other international organizations in that regard when one of the two governments similarly hosting major international organization did not wish to cooperate.

In many of these matters and in much larger numbers than the Tribunal cases, I judged in favor of the position of the United States or the Tribunal rather than Iran's, in some instances by majority or outvoting the Chairman of CAFQ. The decisions of the CAFQ with financial implications require the Full Tribunal confirmation, which in most instances is forthcoming, thus signifying the CAFQ's decision-making processes. The decisions of the CAFQ and the Full Tribunal administrative meetings, including the vote of each Member and the observations of the Agents of the two Governments are recorded in the minutes of the meetings and therefore my vote in such decisions may be subject of a later survey. The decisions are not confidential and some of them are published, although the minutes of the meetings are not public.

The significance of the administrative decisions of the Tribunal and the CAFQ may be seen in a published 2007 decision of the Full Tribunal, where I was a member of its drafting committee.¹⁵ The decision involved replacement of one resigning Iranian

¹⁴ The CAFQ decisions include approval of the draft annual budget of the Tribunal, presented by the Secretary-General for contributions by the State Parties, and resolution of any questions that may arise in connection therewith or implementation thereof in the course of the financial year, subject to the confirmation of Full Tribunal. In deciding to approve the budget, the CAFQ considers the efficient and independent operation of the Tribunal at reasonable costs for the fees and costs of the judges and the Secretary-General, salary and benefits of the staff, that is 100 personnel in earlier years and 50 in 2009, and maintenance costs of the premises. The CAFQ also deals with questions arising from application of the Staff Rules, issues concerning privileges and immunities of the Tribunal and its personnel with the host government under the headquarters agreement and issues regarding the lease agreement of the Tribunal premises with the host government. The Secretary-General also operates generally in consultation with the CAFQ.

¹⁵ Iran v. United States, Decision A3/A8/A9/A14/B61-FT (7 May 2007) Communication to the Parties, 38 Iran-US CTR 177, unanimous. The Tribunal does not operate with drafting committee as its decision are drafted by the presiding member with the assistance of his legal advisers rather than the majority. However, in some Full Tribunal cases or administrative matters the President Chamber becomes a drafting committee, as in the Decision just noted.

judge with another in a major Full Tribunal case that the resigning judge had heard but would not agree with the financial terms the Tribunal could offer for his continuation of service in the deliberations and rendering of the award in the case. It was not so much against the position of one or the other government but of a senior Iranian judge and in favor of the integrity of the Tribunal and its processes.

In conclusion, it is obvious that the votes of both United States and Iranian arbitrators of the Tribunal can be discussed in different ways but it cannot be denied that I have voted in a good number of cases and instances in favor of the position of the US parties not only on legal issues but also on payment of compensation as well as in the Tribunal administrative matters and that I have been proud to say so,¹⁶ although not publishing a list of my vote in such cases before now and no one else has his either. I have not attempted to discuss the voting of other Iranian arbitrators or their conduct in the cases here. It is for them to deny, admit or justify such matters if and when they find it appropriate. More to the point, it would be interesting to see the voting record of the US arbitrators, in particular the number of cases in which they have voted in favor of the position of the Iranian parties.

Annex

A. Awards and Decisions, voting in favor of the position of US parties

1. *Arsenberg, et al. dba Skidmore, Owings & Merrill v. Iran*, Award No. 213-61-1 (27 Feb 1986), 10 Iran-US CTR 37, concurring and dissenting in part;
2. *Foremost Tehran Inc. et al. v. Iran et al*, Award 220-37/231-1 (10 Apr 1986), 10 Iran-US CTR 228, concurring on denial of expropriation and on payment of dividends and dissenting on contract claims;
3. *Karim-Panahi v. United States*, Award 532-182-2 (26 Jun 1992), 28 Iran-US CTR 225, concurring and dissenting in part;
4. *Kaysons International Corp. v. Iran*, Award 548-367-2 (28 Jun 1993), 29 Iran-US CTR 222, dissenting as to personal jurisdiction, concurring as to the remaining;

¹⁶ See, my remarks in interview concerning the Tribunal by Sebastian Perry, *Children of the revolution*, Global Arbitration Review, 27 Apr. 2012, Vol. 7, Iss. 2: “Koorosh Ameli – who sat on the tribunal in the mid-1980s and from 1990 to 2009 – says Iran never told its arbitrators how to vote. Now an independent arbitrator and consultant in The Hague, Ameli says there were many cases where Iranians voted with the majority on particular aspects of a case but dissented on others, such as the amount of damages awarded. ‘There have been unanimous decisions in a huge number of cases, not only in procedural orders but in awards, and in a good number of instances against Iranian parties,’ he argues. Ameli says the Iranian members were often caught in a double bind, unfairly accused of partiality but reluctant to rebut the charge for fear of displeasing their government. ‘I wrote a memo detailing all the cases where I had voted with the majority against Iran but I couldn't risk publishing it because I wasn't sure how the government would feel about it. We wanted to increase our credibility with the tribunal but with the government too. It was hard to reconcile these priorities.’”

5. *Protiva, et al. v. Iran*, Award No. 566-316-2 (14 Jul 1995), 31 Iran-US CTR 89, concurring as to compensation and dissenting in other parts;
6. *Westinghouse Electric Corp. v. Iran Air Force*, Award 579-389-2 (26 Mar 1997), 33 Iran-US CTR 60, concurring and dissenting in part;
7. *Hakim v. Iran*, Award 587-953-2 (2 Jul 1998), 34 Iran-US CTR 67, concurring and dissenting in part;
8. *Sabet et al. v. Iran*, Award 593-815/816/817-2 (30 Jun 1999), 35 Iran-US CTR 3, dissenting on jurisdiction, and concurring on liability;
9. *Gulf Associates, Inc. v. Iran, et al.*, Award 594-385-2 (7 Oct 1999), 35 Iran-US CTR, 45, concurring and dissenting in part;
10. *Sabet et al. v. Iran*, Award 598-815/816/817-2 (28 Nov 2000), 36 Iran-US CTR 203, concurring in most part, dissenting in limited part;
11. *PepsiCo, Inc. v. Iran, et al.*, DEC 55-18-1 (18 Dec 1986), 13 Iran-US CTR 328, concurring on dismissal of Iran request;
12. *Marine Midland Bank N.A. v. Iran et al.*, DEC 109-163-2 (23 Apr 1993), 29 Iran-US CTR 185, concurring on dismissal of counterclaim;
13. *Irving Trust Company v. Iran, et al.*, DEC 110-204-2 (23 Apr 1993), 29 Iran-US CTR 189, concurring on dismissal of counterclaim;
14. *Manufacturers Hanover Trust Co. v. Iran et al.*, DEC 111-223-2 (23 Apr 1993), 29 Iran-US CTR 193, concurring on dismissal of counterclaim;
15. *Mellon Bank NA v. Iran, et al.*, DEC 112-247-2 (23 Apr 1993), 29 Iran-US CTR 197, concurring on dismissal of counterclaim;
16. *First National Bank of Chicago, et al. v. Iran et al.*, DEC 113-249-2 (23 Apr 1993), 29 Iran-US CTR 201, concurring on dismissal of counterclaim;
17. *First Interstate Bank of California v. Iran, et al.*, DEC 114-287-2 (23 Apr 1993), 29 Iran-US CTR 205, concurring on dismissal of counterclaim;
18. *American Express International Banking Company v. Iran, et al.*, DEC 115-363-2 (23 Apr 1993), 29 Iran-US CTR 209, concurring on dismissal of counterclaim;
19. *Iran v. United States*, DEC 116-A15(IV)/A24-2 (18 May 1993), 29 Iran-US CTR 214, concurring on dismissal of Iran's request for stay of US court proceedings;
20. *Birnbaum v. Iran*, DEC 124-967-2 (14 Dec 1995), 31 Iran-US CTR 286, concurring on dismissal of Iran's request;

21. *United States v. Iran*, DEC 126-B36-2 (17 Mar 1997), 33 Iran-US CTR 56, joining on dismissal of Iran's request;
22. *Westinghouse Electric Corp. v. Iran Air Force*, DEC 127-389-2 (23 Apr 1997), 33 Iran-US CTR 204, joining on dismissal of Iran's request;
23. *United States v. Iran*, DEC 128-B36-2 (23 May 1997), 33 Iran-US CTR 346, concurring on dismissal of Iran's request;
24. *Iran v. United States*, DEC 129-A4/A7/A15(IF and III)-FT (23 Jun 1997), 33 Iran-US CTR 362, concurring on dismissal of Iran's request;
25. *United States v. Iran*, DEC 130-A28-FT (19 Dec 2000), 36 Iran-US CTR 5, concurring and dissenting in part;
26. *United States v. Iran*, DEC 132-A33-FT (9 Sep 2004), 38 Iran-US CTR 5, concurring and dissenting in part;
27. *Lerner v. Iran*, Award 592-242-2 (11 Jun 1999), Agreed Terms, 35 Iran-US CTR 135, unanimous;
28. *Combustion Engineering, Inc., Vetco Inc. v. National Iranian Steel Company*, Award 521-308-2 (24 Sep 1991), Agreed Terms, 27 Iran-US CTR 288, unanimous;
29. *CTI-Container Leasing Corp. v. Starline Iran Co, Iranian Chamber of Commerce, Government of IR Iran*, Award 502-451-2 (9 Jan 1991), Agreed Terms, 26 Iran-US CTR 275, unanimous;
30. *Hyatt International Corp., et al. v. Iran, et al*, Award 214-134-1 (3 Mar 1986), Agreed Terms, 10 Iran-US CTR 365, unanimous;

B. Award and Decisions, voting in favor of the position of Iranian parties

31. *Foremost Tehran Inc. et al. v. Iran et al*, Award 220-37/231-1 (10 Apr 1986), 10 Iran-US CTR 228, concurring on denial of expropriation and on payment of dividends and dissenting on contract claims;
32. *INA Corp. v. Iran*, Award 184-161-1 (12 Aug 1985), 8 Iran-US CTR 373, dissenting;
33. *International Schools Services Inc. v. National Iranian Copper Industries Co.*, Award 194-111-1 (10 Oct 1985), 9 Iran-US CTR 187, concurring and dissenting in part;
34. *Touche Ross & Company v. Iran*, Award 197-480-1 (11 Oct 1985), 9 Iran-US CTR 284, dissenting;

35. *Housing and Urban Services International Inc. v. Iran, et al*, Award No. 201-174-1 (22 Nov 1985), 9 Iran-US CTR 313, dissenting;
36. *Flexi-van Leasing Inc. v. Iran*, Award 259-36-1 (11 Oct 1986), 12 Iran-US CTR 335, majority;
37. *PepsiCo, Inc. v. Iran, et al.*, Award 260-18-1 (11 Oct 1986), 13 Iran-US CTR 3, dissenting;
38. *Scott, Forseman and Company v. Iran*, Award 313-10172-1 (16 Jul 1987), 16 Iran-US CTR 103, unanimous;
39. *Starrett Housing Corp. v. Iran et al.*, Award 314-24-1 (14 Aug 1987), 16 Iran-US CTR 112, dissenting in fact;¹⁷
40. *Arthur Young & Company v. Iran et al.*, Award 338-484-1 (30 Nov 1987), 17 Iran-US CTR 245, unanimous;
41. *Khajetoorians et al. v. Iran*, Award 504-350-2 (25 Jan 1991), 26 Iran-US CTR 37, unanimous;
42. *Samrad, et al. v. Iran*, Award 505-461/462/463/464/456-2 (4 Feb 1991), 26 Iran-US CTR 44, unanimous in three and majority in two of the cases;
43. *Gabay v. Iran*, Award 515-771-2 (10 Jul 1991), 27 Iran-US CTR 40, unanimous;
44. *Saboonchian v. Iran*, Award 524-313-2 (15 Nov 1991), 27 Iran-US CTR 248, unanimous;
45. *Collins Systems International Inc. v. The Navy of Iran*, Award 526-431-2 (20 Jan 1992), 28 Iran-US CTR 21, dissenting;
46. *Iran v. United States*, Award No. 529-A15(II:A and II:B)-FT (6 May 1992), 28 Iran-US CTR 112, concurring and dissenting in part;
47. *Seaco, Inc. v. Iran*, Award 531-260-2 (25 Jun 1992), 28 Iran-US CTR 159, unanimous;
48. *Saghi, et al. v. Iran*, Award 544-298-2 (22 Jan 1993), 29 Iran-US CTR 20, dissenting;
49. *Birnbaum v. Iran*, Award 549-967-2 (6 Jul 1993), 29 Iran-US CTR 260, dissenting;
50. *Moin v. Iran*, Award 557-950-2 (25 May 1994), 30 Iran-US CTR 70, unanimous;

¹⁷ See, *id.*, my Statement of 20 August 1987, reasons for declining to sign the Award.

51. *Khosrowshahi et al. v. Iran*, Award 558-178-2 (30 Jun 1994), 30 Iran-US CTR 76, concurring and dissenting in part;
52. *Sobhani v. Iran*, Award 563-827-2 (4 May 1995), 31 Iran-US CTR 26, unanimous;
53. *Bavanati v. Iran*, Award 564-296-2 (17 May 1995), 31 Iran-US CTR 36, unanimous;
54. *Ghaffari v. Iran*, Award 565-968-2 (7 Jul 1995), 31 Iran-US CTR 60, dissenting;
55. *Karubian v. Iran*, Award 569-419-2 (6 Mar 1996), 32 Iran-US CTR 3, unanimous;
56. *Islamic Republic of Iran Railway v. United States*, Award 572-B58-2 (9 Oct 1996), 32 Iran-US CTR 92, dissenting;
57. *United States v. Iran*, Award 574-B36-2 (3 Dec 1996), 32 Iran-US CTR 162, concurring and dissenting in part;
58. *Monemi v. Iran*, Award 582-274-2 (20 Jun 1997), 33 Iran-US CTR 349, unanimous;
59. *Iran v. United States*, Award 586-A27-FT (5 Jun 1998), 34 Iran-US CTR 39, unanimous;
60. *Iran v. United States*, Award 590-A15(IV)/A24-FT (28 Dec 1998), 34 Iran-US CTR 105, concurring and dissenting in part;
61. *Iran v. United States*, Award 597-A11-FT (7 Apr 2000), 36 Iran-US CTR 84, concurring and dissenting in part;
62. *Iran v. United States*, Award 601-A3/A8/A9/A14/B61-FT (17 Jul 2009), 38 Iran-US CTR 197, concurring and dissenting in part;
63. *Flexi-Van Leasing, Inc. v. Iran*, DEC 54-36-1 (18 Dec 1986), 13 Iran-US CTR 324, unanimous;
64. *Iran v. United States*, DEC 65-A19-FT (30 Sep 1987), 16 Iran-US CTR 285, dissenting;
65. *Gabay v. Iran*, DEC 99-771-2 (24 Sep 1991), 27 Iran-US CTR 194, unanimous;
66. *Ministry of National Defence of Iran v. United States and Bell Helicopter Textron Co*, DEC 100-A3/A8-FT (22 Nov 1991), 27 Iran-US CTR 256, majority;

67. *Saboonchian v. Iran*, DEC 103-313-2 (13 Feb 1992), 28 Iran-US CTR 51, unanimous;
68. *Collins Systems International Inc. v. Iran Navy*, DEC 104-431-2 (13 Feb 1992), 28 Iran-US CTR 195, dissenting;
69. *Cherifat et al. v. Iran*, DEC 106-277-2 (25 Jun 1992), 28 Iran-US CTR 216, unanimous;
70. *Karim-Panahi v. United States*, DEC 108-182-2 (27 Oct 1992), 28 Iran-US CTR 225, unanimous;
71. *Birnbaum v. Iran*, DEC 117-967-2 (20 Oct 1993), 29 Iran-US CTR 293, unanimous;
72. *Ghaffari v. Iran*, DEC 123-968-2 (30 Oct 1995), 31 Iran-US CTR 124, unanimous;
73. *Iran v. United States*, DEC 125-A15/A24-FT (11 Oct 1996), 32 Iran-US CTR 115, dissenting;
74. *Hyatt International Corp., et al. v. Iran, et al*, ITL 54-134-1 (17 Sep 1985), 9 Iran-US CTR 72, concurring and dissenting in part;
75. *Iran v. United States*, ITL 83-B1-FT (Counterclaim) (9 Sep 2004), 38 Iran-US CTR 77, concurring and dissenting in part;
76. *Iran v. United States*, Award 568-A13/A15 (I and IV:C)/ A26 (I, II and III)-FT (22 Feb 1996), Agreed Terms, 32 Iran-US CTR 207, unanimous;
77. *Iran v. United States*, Award 525-B1 (Claim 4)-FT (2 Dec 1991), Agreed Terms, 27 Iran-US CTR 282, unanimous;
78. *Granger Associates, v. Iran et al.*, Award 320-184-1 (20 Oct 1987), Agreed Terms, 16 Iran-US CTR 317, dissenting¹⁸ as to procedure rather substance which was cured finally.

C. Awards on Agreed Terms

81. *Lerner v. Iran*, Award 592-242-2 (11 Jun 1999), 35 Iran-US CTR 135, unanimous,
82. *Iran v. United States*, Award 568-A13/A15 (I and IV:C)/ A26 (I, II and III)-FT (22 Feb 1996), 32 Iran-US CTR 207, unanimous,

¹⁸ See, *United States (Shipside Packing) v. Iran*, Award 102-11875-1 (12 Jan 1984), 5 Iran-US CTR 80, and *VSI Corp v. Iran Aircraft Industries Corp.*, Award 56-14-1 (15 Jun 1983), 3 Iran-US CTR 73, where in both Awards on agreed terms Judge Holtzmann dissented; *ITT Industries, Inc. v. Iran*, Award No. 47-156-2 (26 May 1983), 2 Iran-US CTR 348, where Judge Aldrich filed his draft award as Concurring Opinion.

83. *Iran v. United States*, Award 525-B1 (Claim 4)-FT (2 Dec 1991), 27 Iran-US CTR 282, unanimous,
84. *Combustion Engineering, Inc., Vetco Inc. v. National Iranian Steel Company*, Award 521-308-2 (24 Sep 1991), 27 Iran-US CTR 288, unanimous,
85. *CTI-Container Leasing Corp. v. Starline Iran Co, Iranian Chamber of Commerce, Government of IR Iran*, Award 502-451-2 (9 Jan 1991), 26 Iran-US CTR 275, unanimous,
86. *Granger Associates, v. Iran et al.*, Award 320-184-1 (20 Oct 1987), 16 Iran-US CTR 317, dissenting¹⁹ as to procedure rather substance which was cured finally.
87. *Hyatt International Corp., et al. v. Iran, et al*, Award 214-134-1 (3 Mar 1986), 10 Iran-US CTR 365, unanimous,

¹⁹ See, *United States (Shipside Packing) v. Iran*, Award 102-11875-1 (12 Jan 1984), 5 Iran-US CTR 80, and *VSI Corp v. Iran Aircraft Industries Corp.*, Award 56-14-1 (15 Jun 1983), 3 Iran-US CTR 73, where in both Awards on agreed terms Judge Holtzmann dissented; *ITT Industries, Inc. v. Iran*, Award No. 47-156-2 (26 May 1983), 2 Iran-US CTR 348, where Judge Aldrich filed his draft award as Concurring Opinion.