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Interpretive Awards in Iranian and International Arbitration Law: Lessons from the Iran-United States Claims Tribunal

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ABSTRACT

Notwithstanding the explicit provision for interpretive awards under Article 32 of Iran's Law on International Commercial Arbitration, their application in domestic arbitration remains contentious. However, their existence may be inferred from instruments such as Article 9 of the 2022 Arbitration Fee Regulations. The absence of a comprehensive definition for interpretive awards has perpetuated conceptual confusion and facilitated their misuse as substitutes for revision procedures—a problematic tendency that, when considered alongside the significant benefits of properly utilized interpretive awards, underscores the critical importance of precisely understanding this legal mechanism. Interpretive awards must be conceptualized within established legal frameworks including res judicata and functus officio. Crucially, such awards address only those ambiguities arising from either drafting deficiencies or divergent party interpretations, rendering them fundamentally distinct from supplementary or corrective awards. In international law, interpretive awards appear in various instruments including the 1976 UNCITRAL Rules (which govern the Iran-U.S. arbitration agreement). International practice demonstrates that valid interpretation requests must satisfy specific criteria: (1) demonstration of genuine ambiguity; (2) pursuit of clarification rather than substantive modification; (3) direct relevance to the award's scope; and (4) grounding in established factual circumstances. Proper requests should additionally include: (a) the ambiguous text; (b) explanation of the ambiguity; and (c) the parties' conflicting interpretations. The jurisprudence of the Iran-U.S. Claims Tribunal confirms that failure to meet these requirements has resulted in uniform rejection of interpretation requests.

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Introduction

The era of absolute judicial dominance has given way to alternative dispute resolution methods, among which arbitration stands as a prominent institution. Recognized for its proven effectiveness and numerous advantages in addressing both domestic and international conflicts, arbitration has gained increasing acceptance.[1] Yet it is important to recognize that arbitration does not always bring disputes to a definitive end. In some cases, it may itself become the source of new disagreements—particularly when arbitrators issue ambiguous awards, leaving the parties uncertain about the intended meaning.At times, this uncertainty arises not from genuine ambiguity but from bad faith. The declining trust in arbitrators has led to reduced voluntary compliance with arbitral awards, transforming enforcement—once a secondary concern—into a major procedural challenge.[2] The finality inherent in arbitral awards has further driven dissatisfied losing parties, who lack conventional avenues for appeal, to resort to desparate measures in an attempt to alter unfavorable rulings. This trend has resulted in the misuse of interpretive awards as a means to seek de facto revisions, creating significant complications in both domestic and international dispute resolution forums.

This article seeks to prevent such misuse by first examining the conceptual boundaries of interpretive awards, their interaction with the principles of *res judicata* and *functus officio*, and the distinctions that set them apart from similar legal mechanisms. Subsequent sections will explore their basis in various legal systems, doctrinal perspectives, and international case law—particularly rulings from the International Court of Justice (ICJ) and the Iran-United States Claims Tribunal (IUSCT)[3]—to establish a clear and precise understanding of their proper application.

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1 Among the advantages of arbitration are time and cost efficiency, the ease of enforcing arbitral awards, and the flexibility in presenting evidence before the arbitral tribunal (Mohammadi, Sam, *Preliminary Objections and Arbitration* (1st edn, Majd Publication 2024) 181–184.). These benefits are enumerated differently across various sources, with some listing up to ten (Alidadi Deh-kohneh, Ali and Abuzar Jowhari, *Arbitration Law in Practice: With Iranian Judicial Procedure and an Analysis of UNCITRAL Regulations* (7th edn, Judiciary Publication 2024) 133137-.) or even eleven (iBB Solicitors Institute) advantages. Some of these, such as award recognition and ease of enforcement, are directly related to the feasibility of arbitral award interpretation.

2 Currently, the time spent on post-award disputes has significantly increased, and challenges to arbitral awards have become commonplace (Wong, Venus Valentina and Dalibor Valinčić, *The Arbitral Award: Form*, Global Arbitration Review,17 May 2023.).

3 The significance of the Iran-United States Claims Tribunal is undeniable. Some have even asserted that it constitutes the largest arbitration in history; see for instance, Richard Lillich (ed), *Iran-United States Claims Tribunal 1981–1983* (University Press of Virginia 1984)., cited in Mozafari, Ahmad and Mehdi Nikfar, *Selected Judgments of the Hague Court* (vol 2, Ghoghnous Publication 2000) 7.

1. The Concept of Interpretive Awards,[1] Their Rationale and Significance

In certain arbitral proceedings, following the issuance of a final award,[2] parties may identify deficiencies that - while not constituting legal errors or serious procedural defects sufficient to warrant annulment or non-recognition - nevertheless render the award seemingly erroneous or incompatible with their legal arguments. Such deficiencies may stem from either fundamental miscalculations or the arbitral tribunal's failure to issue an explicit ruling on claims that were fully pleaded. Alternatively, they may result from the tribunal's articulation of its findings being formulated in a manner that generates further disputes rather than resolving them, leading to divergent interpretations by the parties.

These circumstances have necessitated the development of specific remedial mechanisms: correct`ive awards, supplementary awards, and interpretive awards. While limited in scope, these instruments carry significant potential consequences for award enforcement and implementation.[3]

As a fundamental principle, every arbitral award must maintain clarity and conclusiveness, enabling all relevant parties - the prevailing party, the losing party, and any competent enforcement authorities - to precisely understand their respective rights and obligations. However, awards occasionally contain ambiguities requiring interpretation. Such ambiguities may originate from: (1) the drafting style and terminology employed by the arbitrators; (2) divergent interpretations by the parties; or (3) the perspective of implementing authorities.

When such interpretive needs arise, the arbitral tribunal bears the responsibility to provide clarification upon a party's request. While this interpretive function serves a necessary procedural purpose, it constitutes a highly sensitive mechanism that remains particularly vulnerable to abuse. In most instances, ambiguities become apparent during enforcement proceedings, though parties may identify them earlier and seek clarification. A paradigmatic example would be an award that imposes payment obligations on multiple respondents without specifying whether their liability should be "joint and several" or "several", and if several, whether their respective shares should be equal or proportionate.[4]

Stated differently, arbitral awards - like any legal text - may suffer from ambiguities or brevities.[5] Such deficiencies manifest when: (a) disputes arise regarding the precise meaning of particular terms or phrases; or (b) despite clear language, disagreements emerge about whether specific cases fall within the award's scope.[6]

1 For an understanding of the literal meaning and distinctions among types of interpretation—such as literary, jurisprudential, historical, doctrinal, personal, statutory, judicial (in both broad and narrow senses), restrictive, logical, and expansive interpretation—see Jafari Langroudi, Mohammad Jafar, *Legal Terminology* (33rd edn, Ganj-e Danesh Publication 2020) 176–178. The present article's focus on "interpretation" pertains specifically to the interpretation of arbitral awards, a concept that will be clarified throughout the discussion. Initially, it suffices to note that, in this context, "interpretation" refers to discerning the intent of the award's issuer.

2 Even procedural orders and preliminary rulings may contain ambiguities or errors. However, given their secondary importance, they fall outside this article's scope. Furthermore, this study addresses ambiguities arising from arbitrators' actions, not those stemming from a claimant's unclear submissions.

3 Lal, Hamish, Brendan Casey, Tania Iakovenko-Grässer, Léa Defranchi, *Revision, Interpretation And Correction Of Awards And Supplementary Decisions*, 6th Edition, Investment Treaty Arbitration Review, June 2021, 439.

4 Yousefzadeh, Morteza, *Arbitration Procedure* (1st edn, Sahami Enteshar Publications 2013) 231.

5 Brevity resulting in uncertainty or duality in wording and comprehension— presents another obstacle to enforcement (Mousavi, Seyed Abbas, *Enforcement of Civil Judgments* (vol 4, 1st edn, Ganj-e Danesh Publication 2024) 47–57.

6 Mirshekari, Abbas and Mohammad Kazem Mahtabpour, *The Competent Authority for Interpreting Arbitral Awards* (2020) 50(3) Private

Common examples of ambiguous awards include:

- Orders for delivery of specified quantities of gold without indicating purity standards;
- Eviction orders that fail to define the relevant property's precise boundaries.[1]

The interpretive process in this context parallels principles in Islamic legal theory (*usūl al-fiqh*) concerning uncertainty in communicative intent - situations where a speaker's expression leaves the listener genuinely uncertain about its intended meaning.[2]

Within international legal instruments, interpretive awards are referenced under various terminologies. The term "clarification" operates as a functional equivalent to "interpretation," denoting the process of ascertaining the arbitral tribunal's genuine intent as manifested in both the award's reasoning and its dispositive provisions.[3]

As previously established, following an award's issuance, either of both parties may request the arbitrators to provide an interpretation clarifying the award's precise meaning and scope.[4] However, dissatisfied parties frequently succumb to the temptation of exploiting this mechanism to effect substantive revisions of the decision—a misuse of a process designed exclusively to resolve genuine ambiguities concerning interpretation and implementation.[5]

Moreover, parties occasionally introduce unauthorized additions under the guise of interpretation. Such additions not only prove unnecessary but fundamentally alter the award's substantive content.[6] This practice assumes particular significance given the frequent misuse of interpretive awards as a last recourse by losing parties seeking to modify unfavorable decisions, thereby underscoring the critical importance of properly understanding this legal mechanism.

It should be noted that, upon closer examination, some scholars have distinguished between the two terms *"interpretive arbitral award"* and *"arbitrator's interpretation of an arbitral award."* An *interpretive award* is one in which the arbitrator provides their interpretation of a text that is the subject of dispute between the parties, typically a provision within their underlying arbitration agreement. Indeed, in some contracts, the scope of the arbitration clause is limited to contractual interpretation, or the interpretation of the contract itself falls within the arbitrator's jurisdiction. Upon the request of one or both parties, and in response to a dispute

Law Studies Quarterly, 592; For further analysis of the nature of award interpretation, see: Raeisi, Reza, Alireza Iranshahi and Hamidreza Salehi, *The Nature and Effects of Court Decisions in Interpreting Arbitral Awards* (2024) 25(2) Legal Research Quarterly, 203–220.

1 For additional examples, see: Mousavi, Op. Cit., 2024, 46–57.

2 Beyond traditional sources, modern concepts must also be cautiously considered. A notable term in literary theory and philosophy is **The Death of the Author**, introduced by Roland Barthes in a 1967 essay. This theory questions whether meaning resides in the author's intent or the reader's interpretation, emphasizing that texts acquire new meanings across different cultural and historical contexts. While this perspective has gained traction in the arts, its applicability to legal interpretation—particularly in Iran, where non-issuer interpretation remains contentious—warrants further scrutiny.

3 Baptista, Luiz Olavo, *Correction and Clarification of Arbitral Awards* (Discussion Paper, ICCA Congress, Rio de Janeiro, 25 May 2010) 3.

4 Blackaby, Nigel, Constantine Partasides, Alan Redfern and Martin Hunter, *Redfern and Hunter on International Arbitration* (6th edn, OUP 2015) 1018-

5 UNCITRAL Report of the Secretary-General on the Draft UNCITRAL Arbitration Rules, 12 December 1975, UN Doc A/CN.9/112/Add.1, p. 180.

6 An example of conflating interpretative and corrective awards appears in Ruling No. 9409970223700245 (16 April 2015) by Branch 37 of the Iranian Court of Appeals, which criticized an arbitrator's attempt to issue a new award under the guise of interpretation: "The initial award was ambiguous and thus unenforceable under Article 28 of the Civil Procedure Code. While the court sought clarification to resolve this ambiguity, the arbitrator lacked grounds to issue a new award after the expiration of the statutory period under Article 478 of the Code of Civil Procedure." (Khodabakhshi, Abdullah and Maryam Abedinzadeh Shahri, *The Role of the Arbitrator After the Issuance of an Award* (2019) International Law Journal 61, 209)

over contractual interpretation, the arbitrator may issue an *interpretive award*... .[1] However, since this distinction has not been observed in most sources, and to maintain consistency with related literature, this paper will also use the term *interpretive award* in its broad sense, while adopting the second meaning—i.e., the *arbitrator's interpretation of an arbitral award*—as our intended definition.

As will be discussed, prior to the Hague Conventions, arbitration agreements generally did not include provisions regarding the interpretation of issued awards. Consequently, before this period, requests for interpretation were rare and sporadic. One notable example is the *Portendic Affair*,[2] where the dispute centered on the interpretation of an earlier award rendered between the governments of France and Britain. As a result, the British Cabinet requested Baron de Büllow to provide an unofficial opinion on the meaning of the arbitral award.[3] The significance of Baron de Büllow's opinion lay in its status as the first formal interpretation of the *Portendic* arbitral award, which later served as a reference for interpreting arbitral awards in subsequent cases.

Early international conventions, such as the Geneva Protocol of 1923[4] and the Geneva Convention of 1927,[5] lacked provisions on the interpretation of awards.[6] During the Second Hague Conference, the Italian delegation advocated for the recognition of the principle of recourse to arbitral award interpretation, while the British delegation viewed this matter as falling within the jurisdiction of a new arbitration.[7] Article 82 of the 1907 Hague Convention[8] stipulates: *"Any dispute between parties regarding the interpretation or execution of the award shall, unless otherwise agreed, be referred to the tribunal that rendered the award."* However, as will be explored in later sections of this article, modern arbitration agreements and laws now typically include clauses addressing the interpretation of arbitral awards.

It should be noted that despite the prevailing recognition of the concept of an interpretative award in various legal systems, its issuance has always been subject to stringent restrictions. To such an extent that, according to some research, no request for the interpretation of an award was accepted in the judicial records of the Iran-United States Claims Tribunal until 1996.[9] The reason for this, as previously mentioned, appears to be the concern over potential abuses. Another reason, however, is that post-award procedures are exceptional in nature and must be applied within the framework of legal principles—principles aimed at reinforcing the finality of issued awards.

1 Iranshahi, Alireza, *Domestic Arbitration Law* (1st edn, Mizan Publication 2023) 264.

2 *National Archives (UK)*, FO 84/505, *Correspondence on Portendic Affair* (1844–1845).

3 De la Pradelle, A and N Politis, *Recueil des arbitrages internationaux*, vol 1 (Noël Texier et Fils 1905).

4 Geneva Protocol on Arbitration Clauses (signed 24 September 1923, entered into force 28 July 1924) 27 LNTS 158.

5 *Geneva Convention on the Execution of Foreign Arbitral Awards* (signed 26 September 1927, entered into force 25 July 1929) 92 LNTS 302.

6 Rubino Sammartano, Mauro, *International Arbitration Law And Practice*, Kluwer Law International, 2nd Ed, 2001, 742.

7 This conference extensively addressed post-award issues. For further reading, see: *International Peace Conference, Deuxième Conférence internationale de la Paix: Actes et Documents* (vol I, Lahaye Imprimerie Nationale) 438.

8 *Hague Convention for the Pacific Settlement of International Disputes* (signed 18 October 1907, entered into force 26 January 1910) 205 CTS 233.

9 Amir Moezzi, Ahmad, *International Arbitration in Commercial Disputes* (3rd edn, Dadgostar Publication 2012) 479; The nature of the IUSCT has sparked considerable debate. For instance, one clause of the constituent agreement subjected damage claims by citizens against either government to arbitration, raising the question of whether this constitutes arbitration absent direct party consent. Some argue: "U.S. nationals always retained the option to sue in third-country courts where Iran held assets…" (Stern, Brigitte, *Un coup d'arrêt à la marginalisation du consentement dans l'arbitrage international*, Rev. arb, 2000, 420). Conversely, the compulsory nature of this mechanism—depriving parties of domestic litigation—has led others to question its classification as arbitration. Regardless of this debate, this article treats the IUSCT as an arbitral body. For an in-depth analysis, see: Ph. Fouchard, *«La Nature Juridique De L'arbitrage Du Tribunal Des Différends Irano-Américains»*Cahiers Du Cedin, 1re Journée D'actualité Internationale, 19 Avril 1984.

The principles of *functus officio*, *res judicata*, and *the finality of arbitral awards* are not aligned with such post-award mechanisms. For this reason, some have argued that while an arbitral tribunal may revisit and reconsider its award, the precise scope of this authority remains unclear and does not easily harmonize with concepts prevalent in most legal systems—whether civil law or common law—such as *res judicata* and *functus officio*.[1]

In further restricting the possibility of issuing interpretative awards, the *Andes Boundary Case*[2] (Queen Elizabeth II's Arbitral Award of 9 December 1966) presents noteworthy observations. The interpreting authority held that interpreting an award should not be equated with interpreting a contract. It maintained that stricter rules must be applied to an award rendered by an arbitrator than to treaties resulting from negotiations between different parties... In the latter case, the interpretive process may involve ascertaining the common intent of the parties, possibly by examining preparatory documents or even subsequent conduct. However, regarding the 1902 award, the authority concluded that determining the arbitrator's intent required no inquiry beyond the three documents constituting the award... The issue was not merely the arbitrator's intent but the failure to realize that intent due to an erroneous assessment of geographical data. As for the subsequent conduct of the parties, including that of private individuals and local authorities, the authority found it difficult to see how such conduct could clarify the arbitrator's intent... .[3]

The subject of this article is an exception to overarching rules and principles that appear to be widely agreed upon—indeed, nearly unanimous—in arbitral jurisprudence. On the one hand, these principles not only limit such post-award mechanisms but also justify their nature and rationale. On the other hand, the very existence of these principles has led to abuses and unwarranted encroachments upon these mechanisms.

2. Defining Criteria and Operational Frameworks for Award Interpretation

2.1. Award Interpretation and its Relationship to Res Judicata

If an arbitral award's validity derived solely from enforcement orders, awards voluntarily complied with would never attain *res judicata* status[4]—a logically untenable conclusion.[5] While Iranian law contains no explicit *res judicata* provision for arbitral proceedings, comparative analysis reveals no substantive distinction between court judgments and arbitral awards regarding this doctrine.[6] Arbitral decisions inherently possess *res judicata* effect, precluding courts from rehearing resolved disputes.[7] Some scholars derive this principle from Articles 488 and 490 of the Civil Procedure Code.[8]

1 Knutson, R. D. A, *The Interpretation Of Arbitral Awards - When Is A Final Award Not Final?*, In Journal Of International Arbitration, Vol. 11,No. 2, 1994, 99.

2 Cordillera of the Andes Boundary Case (Argentina, Chile)

3 Cor, Jean Pierre, *L'affaire De La Frontière Des Andes*, A.F.D.I., 1968, 224-229.

4 …Once a court rules on a matter, it cannot revisit its decision (Article 155, Iranian Civil Procedure Code), though other courts are not bound unless the judgment attains finality. A provisional judgment remains subject to cassation… (Katouzian, Op. Cit., 1989, 17).

5 Katouzian, Nasser, *The Authority of Res Judicata in Civil Claims* (4th edn, 3rd revision, Mizan Publication 1989) 136.

6 Mafi, Homayoun and Hossein Tari, *The Authority of Res Judicata in Arbitral Awards in Iranian and American Law* (2015) 19(4) Comparative Law Research.

7 Glasson, Ernest-Désiré, Albert Tissier and René Morel, *Traité théorique et pratique d'organisation judiciaire, de compétence et de procédure civile* (vol 3, Recueil Sirey 1929) 1840, cited in Katouzian, Op. Cit., 1989, 136.

8 Matin Daftari, Ahmad, *Civil and Commercial Procedure* (vol 1, 1st edn, Majd Scientific and Cultural Association 1999) 428.

Contrarily, certain jurists reject res judicata's application to arbitration. They argue that Article 84(6) only recognizes res judicata for court judgments, while Articles 488, 490, and 492—along with Supreme Court Ruling No. 1089-201 (November 12, 1929)—fail to establish res judicata for arbitration.[1] Addressing concerns about arbitration's utility without res judicata, they contend that resolved disputes leave only the awarded rights enforceable. Thus, presenting the award should compel courts to dismiss re-filed claims.[2]

The former view merits preference because:

1. Re-litigation before the same arbitral body remains possible (e.g., cooperative disputes reheard by arbitration chambers).
2. Articles 488, 490 and 491 of the Civil Procedure Code implicitly recognize res judicata for arbitral awards.
3. Even opposing views ultimately acknowledge award enforceability.[3]

Notably, mutual annulment of awards negates res judicata by eliminating the underlying decision,[4] which doesn't undermine the doctrine's general applicability.

French law prior to reforms lacked consensus on arbitral res judicata. Article 1476[5] of the New Code of Civil Procedure now expressly provides: "The arbitral award possesses res judicata status regarding the dispute it resolves from the moment of issuance."[6]

Iran's Law on International Commercial Arbitration implies this principle through:

- Article 35: "Awards are final and binding upon notification" (absent grounds for nullification).
- Article 32 (discussed subsequently), reflecting *functus officio* as a corollary of *res judicata*.[7]

Thus, res judicata properly applies to arbitration, constraining interpretive awards to genuine clarification without revisiting decided matters.[8] As Baptista notes: "Correction and interpretation may only modify awards without altering their essential character."[9]

Rectifying clerical errors (supplementary/corrective awards) differs fundamentally from revision. The former constitutes a continuation of original proceedings, whereas revision reopens adjudication.[10] Arbitration's defining feature remains award finality without appellate

1 Shams, Abdullah, *Advanced Civil Procedure* (vol 3, 35th edn, Drak Publication 2009) 556-557.

2 Langroudi, Op. Cit., 2020, 196.

3 Mohammadi, Op. Cit., 2024, 222.

4 Karimi, Abbas, *Civil Procedure* (1st edn, Majd Publication 2007) 191.

5 **Article 1476 of the French Code of Civil Procedure** pertains to the determination of the arbitration hearing date. Currently, **Article 1484 of the French CPC** must be considered the provision that articulates the principle of *res judicata* in arbitration. The Article provides: "La sentence arbitrale a, dès qu'elle est rendue, l'autorité de la chose jugée relativement à la contestation qu'elle tranche. Elle peut être assortie de l'exécution provisoire. Elle est notifiée par voie de signification à moins que les parties en conviennent autrement." This provision, as amended in 2011, states in its first paragraph: *"The arbitral award, from the moment it is rendered, has the authority of res judicata with respect to the dispute it resolves."*

6 Shams, Op. Cit., 2009, 558.

7 Iran, *International Commercial Arbitration Law* (1997, as amended 2021), arts 35, 32.

8 Mafi, Homayoun, *A Commentary on Iran's Law on International Commercial Arbitration* (2nd edn, Judicial Science and Administrative Services University Press 2018) 396.

9 Baptista, Op. Cit., 2010, 14.

10 Koohpayeei, Tanaz, Mohsen Mohebi and Saeid Mansouri, *Revisiting International Arbitral Awards in the Realm of Foreign Investment Law* (2022) 21(51) Legal Research Journal, 119; **Revision** broadly encompasses challenges, annulments, and appeals, though only the ICSID

review—a principle with medieval origins.[1] As Lalive observes: "In international law, appeal constitutes an extraordinary exception."[2]

This non-reviewability stems from arbitration's consensual nature. Unlike court judgments, arbitral awards derive authority from party autonomy, making challenges conceptually incongruent.[3] While some tribunals have asserted inherent revision powers,[4] such instances remain exceptional.[5]

These principles yield two key implications:

1. They elevate the importance of proper interpretive awards as losing parties' sole recourse post-res judicata attachment.[6]
2. They preclude using interpretation as a revision substitute—a distinction explored in numerous non-Persian scholarly works.

2.2. Functus Officio and the Exceptional Nature of Interpretation

No Iranian procedural code expressly codifies functus officio, though Article 487 implies it by limiting corrections to the objection period.[7] Article 32 of the Law on International Commercial Arbitration parallels this concept.

Arbitrators generally lose authority upon award issuance, except in narrowly defined circumstances. This flows from:

- Their adjudicative role's inherent limitations
- Party autonomy in arbitrator selection
- The absence of inherent jurisdiction

However, authority persists until award delivery to courts or parties.[8] Significant errors may warrant the issuance of corrective, supplementary or interpretive awards.[9]

Interpretation operates within res judicata's constraints—it is neither an appeal mechanism nor revision pathway. Its exceptional status justifies strict scrutiny to prevent procedural abuse.

2.3. Elements of a Request for Interpretation and the Approach Thereto

The most consistent and clearest practice in this regard can arguably be found in the jurisprudence of the ICJ. As previously noted, interpretation operates within the confines of *res judicata*,

Convention specifically provides for *revision stricto sensu*. Revision entails the original tribunal reassessing its award upon discovering decisive new facts (Iranshahi, Op. Cit., 2023, 73-144). In some institutions (e.g., ICC and Iranian Chamber of Commerce Arbitration Center), arbitrators must submit draft awards for review before signing (Kakavand, Mohammad, *Arbitration Law in the Rulings of Judges and Arbitrators* (vol 2, Dr Mohammad Hossein Shahbazi Legal Studies Institute 2020) 1362–1366).

1 Vekzijl, J.H.W., *International Law In Historical Perspective, Part. Viii: Inter- States Disputes And Their Settlement*, A.W. Sijthoff, Leyden, 1976, 566; Historical precedents include arbitration between Athens and Mytilene (circa 600 BCE). For further reading: Raeder, A., *L'arbitrage International Chez Les Hellènes*, Publications Of The Norwegian Nobel Institute, Kristiania: Aschehoug, 1912.

2 Lalive, Pierre, *Questions Actuelles Concernant L'arbitrage International*, Cours I.H.E.I., 1959-1960, 94-95.

3 Zoller Elisabeth. *Observations Sur La Révision Et L'interprétation Des Sentences Arbitrales*. In: Annuaire Français De Droit International, Volume 24, 1978, 327.

4 Ibid., 334-337

5 Some scholars permit revision absent explicit rules if pivotal facts emerge (Lalive, Op. Cit., 1960, 10).

6 Arbitral awards generally share the effects of court judgments: dispute resolution, establishment of a new legal order, res judicata, and enforceability (Khodabakhshi, Abdullah, *Arbitration Law and Related Claims in Judicial Practice* (9th edn, Sahami Enteshar Publication 2012) 392).

7 Shams, Op. Cit., 2009, 556-557; Mohammadi, Op. Cit., 2024, 222.

8 Khodabakhshi, Op. Cit., 2012, 393-404.

9 Shiravi, Abdolhossein, *International Commercial Arbitration* (2nd edn, SAMT Publication 2012) 272.

distinguishing it from other post-judgment mechanisms—such as requests for *revision*, *appeal*, and the like—which necessitate the re-litigation of issues or engagement with new facts. A request for interpretation must pertain strictly to the *meaning or scope of an existing judgment*, with the objective of clarifying points that have already been *settled*. It is on this basis that the ICJ's jurisprudence has consistently reinforced the principle of *res judicata*.[1]

Two elements must be clearly distinguished in a request for interpretation:

1. **Grounds (Causes of Action):** The legal justifications warranting interpretation, which must demonstrate a genuine ambiguity in a previously adjudicated point, compelling the court to clarify an obscurity in the judgment.
2. **Precise Object (Purpose):** The specific relief sought by the applicant. Crucially, the object may extend beyond mere interpretation to include *correction* or even *revision* of the award. In such cases, the request's admissibility turns not on its ultimate outcome but on the *nature of the grounds invoked*.[2]

This distinction is particularly salient in countering arguments advocating for *revision* based on newly discovered evidence—a point underscored by the ICJ's explicit holding that *interpretation cannot extend to new issues beyond the original judgment's scope or to facts arising post-judgment*.[3]

As succinctly observed by *Professor Abi-Saab* in the *Tunisia/Libya Continental Shelf Case*: *"Returning to the court is never premeditated, as it would undermine the finality of judgments."*[4]

The ICJ, in cases such as *Nigeria v. Cameroon*, has cautioned that requests for interpretation are a *double-edged sword*. They demand meticulous scrutiny, as they risk not only *eroding the judgment's finality* but also *delaying its enforcement*—a point emphasized by *Mr. Lowe's* defense in the *Mexico/US Case*.[5]

In arbitration proceedings, new evidence cannot be introduced through an interpretation request, as such evidence fundamentally lacks grounds for consideration and is typically presented with the intent to alter the outcome. This principle necessitates particular scrutiny of the evidentiary basis prior to submitting an interpretation request, making it imperative for counsel to thoroughly evaluate all supporting materials beforehand... This raises the critical question: may an interpretation request properly rely upon the evidentiary record of the original case?

While some scholars maintain that *res judicata* applies solely to the dispositive portion of the award and not its reasoning, prevailing practice acknowledges that - given the intrinsic connection between a decision's rationale and its operative terms - the evidentiary basis may occasionally require examination when clarifying a judgment's meaning and scope. The Permanent Court

1 Example: Request for interpretation in the *Case Concerning the Land and Maritime Boundary between Cameroon and Nigeria (Cameroon v. Nigeria: Equatorial Guinea Intervening)* [2002] ICJ Rep 303, pp. 3637-.

2 Zoller, Op. Cit., 1978, 340.

3 *Wena Hotels Ltd v Arab Republic of Egypt* (Decision on Interpretation, ICSID Case No ARB/9831 ,4/ October 2005) para 91.

4 *Case Concerning the Continental Shelf (Tunisia v Libyan Arab Jamahiriya)*, Pleadings, Oral Arguments and Documents, vol V (ICJ 1984) 243 (Abi-Saab).

5 *Case Concerning Avena and Other Mexican Nationals (Mexico v United States of America)*, *Verbatim Record* (31 March 2004) CR 2004,10/ 42–38 (Mr Lowe).

of International Justice (PCIJ), in its interpretation in the *Chorzów Factory* cases,[1] recognized that disputes regarding aspects of the award's reasoning could justify an interpretation request, provided they concern matters definitively decided in the original judgment.

The *Mer d'Iroise* case[2] (as referenced in French jurisprudence) presents instructive lessons in this regard. The dispute revealed a patent contradiction between the award's reasoning - which maintained that the maritime boundary should align with established fishing zones - and its dispositive terms, which established a non-conforming boundary.[3] This discrepancy raised the fundamental question of whether the tribunal's stated intent (as evidenced in the reasoning) should prevail over the technical implementation in the operative provisions (based on expert submissions). While the adjudicating body characterized this inconsistency as a clerical/ calculational error and declined to resolve the theoretical question, the case subsequently generated considerable scholarly debate.

Notably, the Tribunal's approach demonstrated a meticulous distinction between interpretative and corrective functions: interpretation first identified the substantive conflict between reasoning and dispositif, followed by corrective measures to resolve the inconsistency.[4] This methodology yielded several significant conclusions:

1. Interpretation requests in such circumstances may effectively transform into requests for revision, appeal, or correction;
2. The principle of *res judicata* attaches not only to a decision's dispositive terms but equally to its justificatory reasoning.

Under this framework, where the interpretation request's purpose is to clarify a decision's meaning and scope, the arbitrator not only may but must consult the original evidentiary record - particularly when the factual findings constitute an integral component of the decision's definitive aspects.[5]

Under Iranian law, there may be legitimate debate concerning whether the reasoning of an arbitral award can be separated from its *res judicata* effect, particularly where reconsideration of the merits could alter the outcome. However, the alternative view—that the tribunal's reasoning should inform the interpretation of the award—does not inherently conflict with the principle of *res judicata*. In fact, such an approach better reflects the arbitrators' true intent, allowing for a determination of whether the award aligns with the evidentiary record and the tribunal's underlying rationale. Should a discrepancy emerge, the question shifts to whether the matter should be addressed through a corrective award rather than mere interpretation. This approach finds support in broader considerations of fairness, ethical adjudication, and the fundamental objectives of arbitration.

Jurisprudence from international tribunals reinforces these distinctions. The ICJ has consistently held that requests for interpretation under Article 60 of its Statute must pertain

1 *Interpretation of Judgments Nos 7 and 8 (Factory at Chorzów)* PCIJ Rep Series A No 13.
2 *Dispute Concerning the Iroise Sea (France v United Kingdom)*, PCA Case No. 2018-07, Award (31 January 2020).
3 Decision of 14 March 1978, para. 28.
4 Iranian law inadequately distinguishes between interpretative and corrective awards, often conflating them. While correction addresses drafting errors, interpretation may inadvertently modify substance, blurring the line between the two.
5 Zoller, Op. Cit., 1978, 343-350.

strictly to the operative provisions of a judgment, not its reasoning—unless the reasoning is so integral to the dispositive portion that the two cannot be disentangled.[1] This principle has been affirmed in multiple cases, including the *Temple of Preah Vihear*,[2] the *Land and Maritime Boundary* dispute,[3] and the *Avena* case.[4] Similarly, the PCIJ emphasized in the *Chorzów Factory* cases that interpretation may only clarify a decision's meaning and scope where the reasoning constitutes a "condition essential to the Court's decision."

The boundaries of interpretive authority are further defined by general principles of international law. In the *U.K.-French Continental Shelf* arbitration, the tribunal underscored that interpretation is a subsidiary process incapable of altering a binding decision. The *Chorzów Factory* rulings similarly clarified that interpretation serves solely to elucidate, not to supplement, the original judgment.[5] This restrictive view is echoed in the ICJ's 27 November 1950 decision regarding interpretation of its 20 November 1950 *Asylum* case[6]—which remains frequently cited in contemporary litigation—where the Court stressed that the purpose of interpretation is to resolve ambiguities in the dispositive text—not to revisit undecided questions or introduce new reasoning.[7] Moreover, a genuine dispute between the parties regardingthe judgment's meaning is a prerequisite for such intervention.

The second element—concerning the existence of a dispute between parties—finds consistent expression in international jurisprudence. The PCIJ articulated in one of its judgments: *"It is sufficient that the two governments have in fact expressed differing views concerning the meaning or scope of the Court's judgment."*[8]

This principle was further refined in the *Asylum* case,[9] where the ICJ clarified the nature of such disagreement: *"It is evident that a dispute cannot be presumed merely because one party declares the judgment ambiguous while the other maintains its clarity. A genuine dispute requires opposing positions on specific points of interpretation."*[10]

This reasoning is reflected in the Court's observation regarding Colombia's submissions: *"The so-called 'gaps' which the Colombian Government claims to have discovered in the judgment in reality constitute new questions that cannot be resolved through interpretation. Interpretation cannot extend beyond the boundaries already defined by the parties in their original submissions. Indeed, Colombia's questions seek to obtain, through indirect interpretation, rulings on matters the Court was never asked to decide. Moreover, Article 60 of the Statute expressly limits interpretation to cases where a 'dispute as to the meaning or scope of the judgment' exists."*[11]

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1 ICJ Reports [2013] 281.
2 *Case Concerning the Temple of Preah Vihear (Cambodia v Thailand)* [1962] ICJ Rep 6.
3 *Case Concerning the Land and Maritime Boundary between Cameroon and Nigeria (Cameroon v Nigeria: Equatorial Guinea Intervening)* [2002] ICJ Rep 303.
4 *Avena* [2004] ICJ Rep 12.
5 Caron, D. D. And L. F. Reed, *Post Award Proceedings Under The Uncitral Arbitration Rules*, In Arbitration International, Vol. 11 No. 4, 1995, 433-434.
6 *Colombian-Peruvian Asylum Case (Colombia v Peru)* [1950] ICJ Rep 266.
7 Ibid., *Verbatim Record* (31 March 2004) CR 200410/, (US counsel).
8 *Interpretation of Judgments Nos 7 and 8 (Factory at Chorzów)* PCIJ Rep Series A No 13, 11.
9 *Asylum Case* [1950] ICJ Rep 266.
10 *Interpretation of Peace Treaties* [1950] ICJ Rep 403, 407.
11 Ibid.

As emphasized by Zoller[1]: *"There must exist between the parties an actual disagreement regarding what was definitively decided in the judgment"*[2]—a standard requiring neither prior diplomatic negotiations[3] nor formal manifestation of the dispute.[4]

This principle was reaffirmed in *Cambodia v. Thailand* (Temple of Preah Vihear),[5] where the ICJ held: *"A dispute under Article 60 of the Statute must be understood as a divergence of views between parties regarding the meaning or scope of the Court's judgment... The disagreement need not have been formally expressed; it suffices that the two states have in fact adopted opposing positions on these questions."* [6]

This jurisprudence aligns with the PCIJ's rulings in *Chorzów Factory Judgments Nos. 7 & 8,* the interpretation request in the *Continental Shelf* case,[7] and the *Avena* interpretation proceedings.[8]

In the application filed on 28 April 2011 by the Kingdom of Cambodia requesting interpretation of the 15 June 1962 Judgment concerning *the Temple of Preah Vihear*, Cambodia invoked Article 60 of the Court's Statute, referring to disputes regarding the scope or meaning of the judgment. By stating its disagreement with Thailand over points contained in the judgment and referencing the map mentioned in the Court's decision, Cambodia sought an interpretative award and legal recognition regarding this temple. Here, the Court first examined whether the parties indeed had a genuine dispute.[9]

The temple, located on the eponymous promontory in the Dangrek mountain range, was recognized as marking the border between the two countries. The request centered on three issues: the meaning and scope of the phrase "vicinity situated in Cambodian territory"; the nature of Thailand's obligation (whether continuing or instantaneous); and the binding character of the map annexed to the judgment. The Court, referring to Article 60 (which permits interpretative awards when disputes arise concerning an award's meaning or scope) and Article 98 of the Rules of Court (its complementary provision), allowed either party to request an interpretative award, provided they specified the points of disagreement.

Article 50 of the ICSID Convention similarly requires that an interpretative award be predicated on a dispute between the parties regarding the interpretation of a specific provision, meaning general complaints about the judgment's clarity are insufficient. The existence of a dispute also requires a particular degree of engagement between the parties, such that they have genuinely demonstrated opposing views on specific points concerning the judgment's meaning orscope.[10]

This requirement (the existence of a dispute as a precondition for an interpretative award) has

1 Zoller, Op. Cit., 1978, 343-344.
2 PCIJ, Series A, No. 13, p. 11.
3 Ibid., 10.
4 Ibid., 11.
5 ICJ Reports 2013, p. 281.
6 *Request for Interpretation of the Judgment of 15 June 1962 in the Case Concerning the Temple of Preah Vihear (Cambodia v Thailand)* [2013] ICJ Rep 281.
7 *Tunisia v Libya* [1982] ICJ Rep 18.
8 *Avena* [2004] ICJ Rep 12.
9 Case Concerning Temple of Preah Vihear (Interpretation) [2013] ICJ Rep 281., ICJ Doc No 2012/36 (29 November 2012).
10 Schreuer, Christoph H., Loretta Malintoppi, August Reinisch, Anthony Sinclair, *The Icsid Convention: A Commentary*, Cambridge University Press, 2019, 868; *Wena Hotels v Egypt* (Interpretation Decision) para 81

not been as rigorously observed in other forums. In domestic jurisdictions, a unilateral claim of ambiguity appears sufficient to warrant an interpretative award, by analogy to expert appraisal procedures (though these are distinct processes and the analogy is imperfect). Similarly, at the Iran-United States Claims Tribunal, cases involving interpretation requests show that this requirement has not been strictly applied.

Caron and Reed have proposed a practical test for determining when an interpretation request is admissible. Although formulated in the context of UNCITRAL rules, it may equally apply to other similar frameworks, as reflected in Article 35 of the UNCITRAL Arbitration Rules: "If specific language or punctuation in the award is unclear - meaning either incomprehensible or susceptible to contradictory interpretations -... a clarification request under Article 35 would be justified. Under Article 35, the requesting party must be able to quote the ambiguous passage in the award and define the uncertainty. Genuine ambiguity sets a high threshold, and certainly warrants giving the arbitral tribunal another opportunity to clarify its intent. This applies particularly when the award leaves uncertainty regarding 'the award's purpose and the resulting rights and obligations of the parties'."[1]

The logical conclusion would be to recognize that the issuing tribunal, having formulated the award, possesses complete understanding of its intent. Thus, ambiguities perceived by the parties would not normally exist in the arbitrators' minds. Consequently, reason dictates that any alleged ambiguity must be specifically quoted and defined. This requirement serves not merely as a test of the applicant's good faith, but as a necessary logical precondition for addressing the substantive request.

3. Legal Foundations for Interpretive Awards

The first step in addressing the interpretation of an arbitral award is to examine whether the parties' agreement or arbitration contract provides for such interpretation.[2] The scope of party autonomy in arbitration far exceeds that in judicial proceedings; parties may even grant the arbitral tribunal absolute authority to issue interpretive awards without requiring a formal request. As some scholars have noted, one of the guiding principles of arbitration is the parties' right to establish its procedural rules.[3]

From this, it follows that parties may not only provide for interpretive awards in their agreements but may also define their scope—whether expansively or restrictively. However, in the absence of explicit provisions, recourse must be made to the governing laws and principles of the contract. Below, some of these legal frameworks are examined.

3.1. Under Iranian (Domestic) Arbitration Law

Although various legal systems contain explicit provisions concerning the interpretation of arbitral awards, Iranian domestic arbitration law lacks such statutory text,[4] giving rise to doctrinal disputes.

1 Caron & Reed, Op. Cit., 1995, 433-434
2 Iranshahi, Op. Cit., 2023, 264.
3 Knutson, Op. Cit., 1994, 103.
4 Some legal systems and their respectives laws, like the U.S. Federal Arbitration Act (FAA), lack provisions on award interpretation (Lal et. al., Op. Cit., 2021, 17).

Certain scholars[1] observe that the Iranian Code of Civil Procedure contains no express provisions regarding the interpretation of arbitral awards. Article 488 of the Code[2] stipulates that awards shall be enforced in accordance with legal provisions, while Article 27 of the Civil Judgment Enforcement Act[3] implicitly recognizes the legitimacy—and even necessity—of resolving ambiguities in awards or their operative terms, designating the issuing court as the competent authority. By analogy, these provisions may be extended to justify the interpretation of arbitral awards and the clarification of ambiguities therein.[4] Furthermore, reference may be made to the principles enshrined in the Law on International Commercial Arbitration, particularly its Article 32, which permits arbitrators—either upon party request or *sua sponte*—to clarify ambiguities in awards... Where ambiguities or circumstances render an award incapable of clarification or enforcement, and where the parties' legal relations consequently reach an *impasse*, the award shall be deemed *null and void*, necessitating the application of rules governing invalid arbitral awards.

Given this statutory silence, some commentators[5] have deemed it permissible to apply Article 32 of the 1997 Law on International Commercial Arbitration by analogy.

Certain others[6] contend that the Civil Judgment Enforcement Act provides mechanisms for resolving ambiguities in judgments or their execution, most of which apply equally to arbitral awards. A recurring practical challenge arises in cases involving damages, where arbitrators may: (i) issue an award without specifying damages; (ii) employ ambiguous criteria; or (iii) determine only partial damages while deferring the remainder to expert assessment. In such instances, the award should not be automatically invalidated. Pursuant to the principle *"mā lā yudraku kulluhu lā yutraku kulluhu"* (what cannot be wholly attained must not be wholly abandoned), the enforceable portions (*qadr al-mutayaqqan*) of the award must be given effect, with only the ambiguous provisions deemed unenforceable.[7]

Although the aforementioned author does not explicitly articulate the practical difficulties in question, and notwithstanding the existing disputes particularly concerning the competent authority for resolving ambiguities in arbitral awards which may create complications, it appears necessary to adopt a differentiated approach regarding the aforementioned scenarios rather than subsuming them entirely under the category of ambiguity resolution. The proper approach would be as follows: where the issue concerns a portion of the claim that remains unexamined and thus undetermined or has been referred to expert assessment, in such cases a request for a supplementary award should be considered, although a request for clarification may serve as a preliminary step;[8] where the claim has been examined but the issued award contains erroneous criteria causing ambiguity, which may constitute grounds for award correction; or where the

1 Iranshahi, Op. Cit., 2023, 226.

2 **Iranian Civil Procedure Code, Article 488**: "Should the award debtor fail to comply within 20 days of notification, the referring court (or the court with original jurisdiction) must issue an enforcement order upon the creditor's request."

3 **Civil Judgment Enforcement Act, Article 27**: "Disputes over award interpretation or enforcement ambiguities are adjudicated by the issuing court."

4 For divergent views on competent authorities, see: Mirshekari, Abbas and Mohammad Kazem Mahtabpour, *The Competent Authority for Interpreting Arbitral Awards* (2020) 50(3) Private Law Studies Quarterly, 591–607.

5 Mohajeri, Ali, *A Comprehensive Treatise on Civil Procedure* (vol 4, 1st edn, Fekrsazan Publication 2007) 344.

6 Khodabakhshi, Op. Cit., 2012, 610.

7 Ibid., 610-615.

8 See *the Iroise Sea case* analysis in this article.

text is free from drafting errors and the matter was addressed during proceedings yet remains ambiguous, in which case there should be no impediment to clarification.

Regarding awards issued in overly general terms, it may be stated that either this ambiguity resembles the previous case where the matter was examined and adjudicated, or it does not, in which case depending on the circumstances it may lead to the issuance of an interpretative award, or if resulting from incorrect terminology, a corrective award may be issued, or where possible a supplementary award may be rendered, and if none of these are feasible then other measures must be pursued.

In practice however, a tendency towards annulment of ambiguous awards is observed, as evidenced by numerous rulings. For instance, in Judgment No. 9209970221500679 dated 29 August 2013, while the court of first instance rejected the annulment request for failing to satisfy the conditions enumerated in Article 489 of the Code of Civil Procedure, Branch 15 of the Tehran Court of Appeal held that the issued award was general and ambiguous to the extent of admitting multiple interpretations and failing to resolve the dispute, consequently ordering its annulment.[1] Similarly, reference may be made to Judgment No. 83.4.7-445 issued by Branch 29 of the Tehran Court of Appeal[2] and Judgment No. 8909970228700519 dated 3 October 2010.

As noted by some commentators,[3] Article 9 of the 2022 Arbitration Fees Bylaw provides contrary implicit confirmation of the aforementioned practice, stipulating that "clarification of an arbitral award or its correction shall not require payment of fees," from which the permissibility of arbitrators clarifying awards may be inferred. Although the said bylaw does not specify the procedure for resolving ambiguities, given that arbitrators act as adjudicators appointed by the parties, the appropriate procedure may be derived from Articles 27 and 29 of the Civil Judgment Enforcement Act.[4]

On the other hand, the text of Article 28 of the Civil Judgment Enforcement Act has also generated disputes. In accordance with Article 3 of this law, "a judgment with unspecified subject matter is unenforceable." Article 27 further provides that "disputes concerning the content of judgments as well as disputes arising from the execution of judgments resulting from ambiguity or vagueness in the judgment or its operative part shall be examined by the court that issued the judgment." In this context, Article 28 states that "an arbitral award with unspecified subject matter is unenforceable. The competent authority for resolving disputes arising from the execution of arbitral awards is the court that issued the writ of execution."

As evident, the wording of Article 28 of the Civil Judgment Enforcement Act may admit various interpretations[5] that could potentially align with the aforementioned judicial practice, thus necessitating legislative amendment. It should be noted that ambiguity may arise not only from the subject matter of the judgment but also from other crucial elements of the award that produce similar effects, such as when defendants are held liable in general terms without

1 Judicial Administration of Tehran Province, 2023, 448-449.

2 Judicial Administration of Tehran Province, 2023, 653-655.

3 Mohammadi, Op. Cit., 2024, 220.

4 **Civil Judgment Enforcement Act, Article 29**: "Either party may petition the court to resolve interpretive disputes. The court shall hear the matter expediently, with or without the counterparty's presence."

5 This inconsistency appears not only among scholars but also within individual works—some initially discuss ambiguity resolution yet later cite indeterminacy as a ground for annulment. Notably, ambiguity arising from a claimant's pleadings (distinct from arbitral ambiguity) is beyond this article's scope (Mousavi, Op. Cit., 2024, 43–45).

specifying the nature of their liability (joint or several).[1] Furthermore, the indeterminacy of the judgment's subject matter constitutes a substantive defect in the judgment itself rather than a mere enforcement issue.[2] These two aspects demonstrate the insufficiency of the said provision and highlight the legislative silence regarding ambiguity in arbitral awards.

Nevertheless, this article plays a significant role in interpretation. Some commentators,[3] after analyzing the concept of indeterminate subject matter, have utilized Article 28 to conclude: "The indeterminacy of a judgment's subject matter may manifest in two forms... In some cases, the operative part may lack clarity or completeness, such as when the judgment omits specific delivery terms or fails to fully describe the characteristics of an electrical generator... In other cases... the judgment may alternate between two or more alternatives, such as ordering the defendant to either deliver a specified electrical generator or pay one hundred billion rials... The question arises as to which authority holds jurisdiction to determine the subject matter of an ambiguous domestic arbitral award. In response, it must be acknowledged that... given the general wording of Article 28, the competent authority for resolving execution disputes lies with the court, even when such disputes stem from ambiguity in the award or its operative part."[4]

Other scholars[5] have distinguished between court judgments and arbitral awards with indeterminate subject matter: "A court judgment with this defect is fundamentally unenforceable and cannot be clarified or enforced, whereas for arbitral awards, considering the legislature's approach in Article 28 regarding dispute resolution and the absence of indeterminate subject matter from the annulment grounds under Article 489 of the Code of Civil Procedure, such defect does not render the award void or unenforceable. Rather, the issuing arbitral tribunal must clarify the ambiguity."

However, consistent with some views,[6] it should be noted that Article 28 primarily concerns disputes arising during enforcement. This interpretation finds support in Article 27 of the same law, which distinguishes between disputes over a judgment's content and those concerning its execution. The legislative intent appears to maintain this distinction, requiring different approaches for each scenario.

The judicial assembly held on January 16, 2020 concerning the clarification of arbitral awards addressed a case where an arbitral tribunal had issued an award ordering the respondent to deliver "the price of a 4×3 Chaleshtori brick-woven carpet," and after the award became final without objection, the case was referred for enforcement, at which point a dispute arose between the parties regarding whether the "price" referred to a new carpet or one with twenty years of use, prompting the enforcement court to request clarification from the arbitral tribunal,

1 Mousavi, Op. Cit., 2024, 270.
2 Ibid., 271.
3 Shams, Abdullah, *Enforcement of Civil Judgments* (vol 1, 1st edn, Drak Publication 2018) 552-559, 925.
4 The subject matter of a judicial ruling has been defined by some as an act, an omission, or a claim sought by the plaintiff, with a distinction being drawn between the subject matter of the ruling and the adjudicated obligation. The subject matter of the ruling constitutes the plaintiff's claim and the objective pursued through litigation, whereas the adjudicated obligation refers to the outcome or measure imposed upon the defendant by virtue of the court's judgment. There exists a close nexus between these two concepts. If the court issues a ruling in overly broad or general terms, such a judgment lacks enforceability. However, not all instances of ambiguity can be remedied through corrective judgments or similar mechanisms—particularly where the plaintiff's initial claim was not articulated with sufficient precision and finality, meaning the ambiguity stems from the plaintiff's own error... (Mousavi, Op. Cit., 2024, 43-45). As mentioned at the outset of this article, errors attributable to the plaintiff fall outside the scope of the present discussion.
5 Mousavi, Seyed Abbas, *Enforcement of Civil Judgments* (vol 1, 2nd edn, Dadgostar Publication 2016) 195.
6 Mohajeri, Op. Cit., 2007, 308.

raising two key legal questions: first, whether such clarification is legally permissible and which authority bears responsibility for clarifying arbitral awards, and second, whether the arbitrator may issue a corrective award in this case

The High Council's majority opinion, drawing upon the general principles of Article 27 of the Civil Judgment Enforcement Act, Article 32 of the Law on International Commercial Arbitration, the analogous application of Article 28 of the Civil Judgment Enforcement Act, and Advisory Opinion No 928/93/7 dated July 12, 2014 from the Judicial Administration's Legal Department, determined that authority to clarify the award rests with the original arbitral tribunal, while noting that corrective awards remain subject to the conditions stipulated in Article 487 of the Code of Civil Procedure which references Article 309, and that disputes arising during enforcement fall within the executing court's jurisdiction under Article 28.

A minority dissenting opinion interpreted Article 28 as vesting clarification authority in the enforcement court, while the majority rationale emphasized that since the specific query concerned award clarification rather than correction, the matter properly fell under Article 27 of the Civil Judgment Enforcement Act, Article 32 of the Law on International Commercial Arbitration, and Advisory Opinion No 7/2031 dated June 19, 2011, all of which confirm the arbitral tribunal's exclusive clarification competence, with the observation that this particular case fell outside Article 487's corrective award provisions as it involved neither calculation errors nor obvious textual mistakes under Article 309.

A supplementary view further noted that under Article 28, awards with indeterminate subject matter are inherently unenforceable, which would render the clarification request moot in this instance, highlighting the ongoing jurisprudential tension between preserving arbitral finality and ensuring enforceability through proper clarification mechanisms, particularly in cases where the award's ambiguity stems not from drafting errors but from substantive indeterminacy in the tribunal's original decision

3.2. Law on International Commercial Arbitration

The International Commercial Arbitration Law, enacted by the Iranian parliament in 1997, serves as a foundational framework for establishing a regional arbitration center in Iran, with the primary objective of resolving disputes arising from international commercial relations.[1] This law substantially aligns with the UNCITRAL Model Law on International Commercial Arbitration, though certain provisions deviate from the Model Law to accommodate domestic legal conditions.[2] The differences between this law and the UNCITRAL provisions are primarily procedural in nature.[3]

Regarding the interpretation of arbitral awards, the law provides that where an issued award is ambiguous, the arbitral tribunal retains the authority to clarify or interpret it. Such interpretation may be undertaken either *sua sponte* by the tribunal or upon request by either party. In the latter case, the request must be formally submitted to the tribunal, which may grant the clarification if deemed justified.[4]

1 Tamjidi, Ladan, *International Arbitration* (1st edn, Farhang-Shenasi Publication 2011) 58.
2 Seifi, Seyed Jamal (tr Parvin Mohammadi Dinani), 'Iran's Law on International Commercial Arbitration in Harmony with the UNCITRAL Model Law' (1998) 23 *International Law Journal*, 36.
3 Tamjidi, Op. Cit., 2011, 58.
4 Shiravi, Op. Cit., 2012, 276.

Article 32(1) of the Law on International Commercial Arbitration explicitly states: *"The arbitrator may, either upon request by either party or on their own initiative, correct any computational, clerical, or similar errors in the award or clarify any ambiguities therein."*

Article 32(2) further stipulates: *"A party's request for correction or clarification must be submitted within thirty days of the award's notification, with a copy served to the opposing party. The arbitrator shall render the correction or clarification within thirty days of receiving the request or, in cases of sua sponte action, within thirty days of the award's issuance."*

3.3. Interpretive Awards in Other Legal Frameworks

The UNCITRAL Arbitration Rules (1976) contain explicit provisions regarding award interpretation. Article 35 stipulates: *(a) Within thirty days of receiving the award, either party may request the arbitral tribunal to interpret the award, with notice to the other party; (b) The interpretation shall be issued in writing within forty-five days of the request and shall form part of the award, with Articles 32(2)-(7) applying accordingly.*

However, the UNCITRAL Model Law (1985, as amended in 2006) adopts a distinct approach, permitting interpretive awards only by party agreement. Article 33(b) states: *"If agreed by the parties, either may request the arbitral tribunal to interpret a specific point or part of the award by notifying the other party."*

Later instruments—including the 2010 UNCITRAL Arbitration Rules and the 2013 UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration—further address interpretation. Notably, the 1976 UNCITRAL Rules governed the Iran-US Claims Tribunal, rendering subsequent UNCITRAL amendments inapplicable to that framework.

The ICSID Convention similarly provides post-award mechanisms akin to other arbitral regimes. Parties may request *supplementation or correction* (Article 49), *interpretation* (Article 50), *revision* (Article 51) or *annulment* (Article 52).

Under Article 50, interpretation requires a dispute about the award's *meaning or scope*, but only original parties to the proceeding may file such requests.[1] The application must precisely identify the contested points,[2] as tribunals lack *sua sponte* authority to interpret awards.

Comparative provisions exist in *AAA International Arbitration Rules*,[3] *Oman-Arab States Commercial Arbitration Convention*,[4] *UK Arbitration Act*[5] and *French Code of Civil Procedure*.[6]

These frameworks collectively demonstrate a balance between finality and clarity, with variations in procedural thresholds for interpretation requests.

4. IUSCT Practice Regarding Interpretive Awards

As noted above, requests for interpretation before the Iran-United States Claims Tribunal have consistently been unsuccessful. This section examines these requests in light of the established criteria to scrutinize the reasons for their failure.

1 Schreuer, Op. Cit., 2019, 868; See also *Wena Hotels v Egypt* (Interpretation Decision) para. 81.
2 Lal et. al., Op. Cit., 2021, 9.
3 *American Arbitration Association (AAA) International Arbitration Rules* (2020 Revision) art 30.
4 *Oman-Arab States Commercial Arbitration Convention* (1987) art 33.
5 *Arbitration Act 1996* (UK), s 57(a)-(b); For recent amendments, visit: https://www.legifrance.gouv.fr
6 *Code de procédure civile* (France) art 1485.

The first case clearly demonstrates that a request for reconsideration should not be disguised as a request for interpretation, nor should it be motivated by an attempt to reargue the case under the pretext of altering the award.

In the *Gabay v. Iran* case,[1] on August 12, 1991, the claimant submitted a request for interpretation of Award No. 515-771-2 to the Tribunal. In the said award, the Tribunal had found that it could not establish that the respondent had expropriated the claimant's property by the date of the Algiers Accords (January 19, 1981) and consequently dismissed the claim for lack of jurisdiction. Although the claimant asserted that his request sought only an interpretation of the award and explicitly stated that he did not intend to reopen the proceedings, his submissions in fact contested the Tribunal's reasoning, arguing that the evidence warranted a different conclusion than the one reached in the award. The Tribunal thus stated that it was unable to discern the precise nature of the claimant's request, given that, post-issuance, an award may only be subject to interpretation, correction, or supplementation. The Tribunal held that the request, insofar as it sought to reargue aspects of the case, request a revision of the award, or demand further elaboration on the Tribunal's reasoning, lacked any basis in the Tribunal's rules or other applicable sources. Consequently, the Tribunal unanimously rejected the request for interpretation.

In another case, the dispute arose when the respondent in *Eastman Kodak v Iran*, challenged the award.[2] Iran argued that the Tribunal had: (1) failed to adhere to its own findings in the partial award, (2) erroneously cited portions of the partial award in the final award, and (3) rendered inconsistent conclusions between the partial and final awards. In support of its challenge, Iran attached an expert opinion by Brigitte Stern, contending that these inconsistencies invalidated the award. Professor Stern's opinion asserted that the final award conflicted with the jurisprudence of the ICJ in the *ELSI* case, as well as with international principles governing compensation for *lucrum cessans*. She further argued that the Tribunal's partial and final awards were internally contradictory.

The request appears unusual! Consequently, the Tribunal states that it does not fully comprehend the respondent's objective in this application. Iran failed to specify under which provision of the Tribunal's Rules its request was submitted, even though it alluded to the necessity of interpreting the final award. At the same time, however, Iran argued that the Tribunal's findings in the partial award and the case record warranted a different conclusion than the one reached in the final award. The Tribunal thus determined that this request clearly did not fall under *Article 37* of its Rules and accordingly dismissed it.

It is evident that while this request ostensibly sought clarification of an alleged ambiguity, its underlying arguments effectively amounted to a demand for revision or reconsideration. As previously discussed, the correction or interpretation of an arbitral award is permissible only where there is no intent to alter the substance of the decision. This case exemplifies the principle that a request for interpretation must not serve as a vehicle for substantive review. Iran's submission—supported by *Brigitte Stern's opinion*—focused on contesting the award's outcome rather than demonstrating any genuine ambiguity.

Among the cases examined, there are additional instances where the IUSCT explicitly

1 *Norman Gabay (Nourollah Armanfar) v Islamic Republic of Iran*, IUSCT Case No 812-812-3, Award No 603-812-3 (22 January 1998).
2 *Eastman Kodak Company v Islamic Republic of Iran*, IUSCT Case No 514-227-3, Award No 329-227-3 (11 November 1987).

emphasized that, given the *finality of arbitral awards*, parties must not use interpretation requests as a means to seek reconsideration.

In the *Ford Aerospace v Iran & CBI* case,[1] on February 16, 1987, the Agent of the Islamic Republic of Iran submitted two requests: one for *correction and interpretation* and another for an *additional award* regarding *Partial Award No. 289-93-1* (dated January 29, 1987). The first request pertained to a counterclaim concerning equipment supplied by the buyer (Watkins-Johnson) on behalf of Iran (paras. 101–105 of the Award). Iran requested that the Tribunal *correct and interpret* the award by including detailed explanations of arguments raised by the opposing party but omitted from the award, as well as the Tribunal's reasons for rejecting the counterclaim before addressing Case No. 370.

The Tribunal responded by stating that *to the extent the request sought to reargue aspects of the case or challenge the Tribunal's conclusions, no basis existed in its Rules or elsewhere for revising the award.* Regarding interpretation, the Tribunal reiterated that *Article 35(1) of the UNCITRAL Rules* applies only where the award contains *genuinely ambiguous language*. The *Fibrecorp v Iran and others* case[2] provides another example of a failed interpretation request. In response to Iran's submission, the Tribunal held that the request merely *rehashed arguments already presented* during the proceedings. The Tribunal deemed it an *impermissible attempt to reopen a settled issue* on which Iran disagreed with the Tribunal's conclusions. Consequently, the request was rejected.

Following the issuance of the award in *PepsiCo v. Iran and others*,[3] Iran's Agent filed a request for interpretation within the 30-day deadline under Article 30 of the Tribunal's Rules, seeking clarification of Award No. 260-18-1 (October 13, 1986). Iran argued that the reasoning in the award contained ambiguities requiring resolution under Article 35 of the UNCITRAL Rules (while also requesting supplementary and corrective awards).

In its brief, Iran contended that: 1) The Tribunal's rejection of respondents' request for an expert valuation of Zamzam's shares was contrary to equity, fairness, and general principles of international law; 2) The award's treatment of the claimant's right to enforce promissory notes under Clauses 3(c) and 4 of the main contract was ambiguous; 3) The ruling on the governing law of the loan agreements was unjustified; and 4) The Tribunal's discretion in setting interest rates for each loan was incorrectly applied.

The Tribunal, however, dismissed the request, finding that Iran's arguments did not identify any true ambiguity but instead sought to re-litigate issues already decided.

The Tribunal held that the drafting history of Article 35(1) of the UNCITRAL Rules demonstrates that the phrase "interpretation of the award" was intended to mean "clarification of the award," as evidenced in the Summary of Discussion on Preliminary Draft from the 8th Session.[4] Accordingly, the purpose of Article 35(1) was understood to permit either party to

1 *Ford Aerospace & Communications Corp v Islamic Republic of Iran and Central Bank of Iran*, IUSCT Case No 289-93-1, Award No 280-93-1 (15 March 1986).

2 Phibro Corporation v. Ministry of War-Etka Co. Ltd., Government Trading Corporation and The Government of the Islamic Republic of Iran, IUSCT Case No. 474.

3 PepsiCo, Inc. v. The Government of the Islamic Republic of Iran, Foundation for the Oppressed, Zamzam Bottling Company and others, IUSCT Case No. 18.

4 *Summary of Discussion on Preliminary Draft from the 8th Session* (1975) UN Doc A/10017, paras 201, 206.

seek clarification of an award containing ambiguous language, thereby ensuring the award's complete freedom from uncertainty.

The Tribunal further observed that none of the four arguments presented in the Respondents' submission exhibited any ambiguity. The award's text was clear in rejecting the Respondents' request for the appointment of an expert to evaluate the share valuation of Zamzam and Dey companies, including the grounds for such rejection. The award also left no ambiguity in affirming the Claimant's right to demand immediate payment of the promissory note under the governing conditions, expressly citing the relevant provisions of Clauses 3(c) and 4 of the underlying contract, which confirmed this entitlement. Additionally, the award explicitly designated New York law as the governing law of the loan agreement and precisely determined the interest payable for each loan, detailing the factors the Tribunal considered in its calculation.

Since the award contained no provisions requiring interpretation under Article 35(1) of the Tribunal's Rules, the request for interpretation was denied in the decision dated 11 December 1986.

It appears that, in addition to the points addressed in the award, the Iranian Agent has overlooked certain other considerations. By invoking the concept of justice, they are quite explicitly seeking a new outcome and a substantive revision—a position they have even articulated outright!

In the *SEDCO v NIOC & Iran* case,[1] the Iranian respondents submitted three distinct requests: (1) for interpretation, (2) correction, and (3) supplementation of the award. The Tribunal ultimately dismissed these requests, holding that no ambiguous language could be identified in the award, nor had the respondents (NIOC and Iran) pointed to any specific ambiguities requiring clarification. Consequently, the Tribunal found no grounds for interpretation.

The Tribunal further observed that the respondents should have directly identified and explained any alleged ambiguities—a procedural expectation they failed to meet. This case reveals a recurrence of Iran's prior misunderstandings regarding the limited purpose of interpretive awards. The Iranian party's submissions alleged that the Tribunal had committed substantive and procedural errors in its decision and insisted on a revision of the award. However, as emphasized in Paragraph 6 of the award, the Tribunal lacks jurisdiction to entertain requests that effectively function as appeals or substantive reviews of its decisions.

This position is consistent with established precedents, including Paragraph 4 of Decision No. 57-498-1 (*Dominguez v. Iran*),[2] Paragraph 5 of Decision No. 58-48-3 (*American Bell v. Iran*),[3] and Paragraph 4 of Decision No. 59-93-1 (*Ford Aerospace v. Iran*),[4] all of which confirm that the Tribunal's mandate does not extend to *de novo* reconsideration of its rulings.

Given this clear jurisdictional limitation, it is striking—if not perplexing—that the Iranian respondents pursued an inadmissible remedy through an improper procedural avenue. This approach finds no support in the legal principles discussed in this article and underscores a fundamental misalignment with the Tribunal's procedural framework.

In the *Fibrecorp v Iran and others* case, the respondents filed requests for interpretation

1 Sedco, Inc. v. National Iranian Oil Company and The Islamic Republic of Iran, IUSCT Case Nos. 128 and 129.
2 *Dominguez v Islamic Republic of Iran*, IUSCT Case No 368-10537-2, Award No 586-10537-2 (15 April 1997).
3 *American Bell International Inc v Islamic Republic of Iran*, IUSCT Case No 48-48-3, Award No 255-48-3 (19 September 1986).
4 *Ford Aerospace & Communications Corp v Islamic Republic of Iran*, IUSCT Case No 289-93-1, Award No 280-93-1 (15 March 1986).

and supplementation of Award No. 503-474-3. The Tribunal explicitly noted in its decision that "Iran failed to identify any ambiguous language in the award. Moreover, its request merely reiterated arguments previously presented before the Tribunal. As such, the request constituted an impermissible attempt to re-litigate an aspect of the award with which Iran disagreed..."

This ruling, issued approximately *four years after the previously referenced decision (1991)*, demonstrates a recurring pattern of procedural missteps by Iranian parties and their failure to learn from past errors. Even if the Iranian side had sought to exploit the mechanism of interpretive awards, it should have, at a minimum, framed its request in a manner that could plausibly resemble a legitimate request for interpretation. Instead, the submissions were so fundamentally misaligned with the Tribunal's procedural requirements that they could not even be mistaken for a bona fide interpretive request.

The jurisprudence of the IUSCT establishes that a party seeking interpretation of an award must not only identify the disputed provision but must also substantively demonstrate its alleged ambiguity. This principle was clearly articulated in the *Donin de Rosière v Iran* case[1] concerning Interim Order No. 641-498-, where Iran's request for interpretation was rejected despite its arguments regarding textual ambiguity.

The Tribunal emphasized that Article 35(1) of its Rules, which mirrors the UNCITRAL Arbitration Rules, permits interpretation only when the award's language is genuinely ambiguous. This provision requires the requesting party to specifically identify the ambiguous text and demonstrate how such ambiguity affects implementation. In this case, Iran contended that the term "status quo" in Paragraph 17 of the Interim Order was ambiguous, particularly in relation to compensation issues. However, the Tribunal found this argument unpersuasive, holding that the term was used precisely in its ordinary meaning and that Iran failed to show how alternative interpretations were plausible.

The decision reaffirms the Tribunal's consistent position that interpretation cannot serve as a mechanism to challenge substantive findings (*res judicata*) or reargue the case under the guise of clarification. It further establishes that alleged contextual ambiguity does not create interpretive jurisdiction if the disputed term itself is unambiguous. This case exemplifies recurring issues in Iran's approach, including the conflation of disagreement with ambiguity and the failure to articulate how the purported ambiguity impedes compliance.

For practitioners, this ruling underscores the necessity of precision in drafting interpretation requests. Successful applications must isolate specific ambiguous phrases and demonstrate how the ambiguity creates operational uncertainty, rather than merely expressing dissatisfaction with the Tribunal's substantive conclusions. The Tribunal's strict construction of Article 35 contrasts with some more flexible approaches in other arbitral forums, highlighting its emphasis on textual precision over contextual arguments. Ultimately, this case illustrates that the Tribunal views interpretation as an exceptional remedy for genuine textual uncertainty, not a tool for revisiting unfavorable decisions, and parties must tailor their requests accordingly to avoid summary dismissal.

There exists precedent in the Tribunal's jurisprudence wherein arbitrators have deemed

1 *Paul Donin de Rosière and Panacaviar SA v Islamic Republic of Iran and Iran Fisheries Company*, IUSCT Case No 498-375-1, Award No 327-498-1 (3 August 1987).

certain requests as attempts to obtain relief *beyond the scope of the original claim*—a practice that must undoubtedly be opposed. For instance, in *Decision No. 1-381-75*, the Tribunal found that the claimant's request did not fall within the framework of *Article 35* (Interpretation of the Award), stating:

> *"The Claimants*[1] *further 'request that it be clarified that the amount awarded under paragraph 98 of the Award, which has been set aside, shall be deposited in a security account with a third-party authority...' As previously discussed, Article 35 permits the interpretation of an award only in cases of genuine ambiguity. No request for 'deposit into a security account with a third-party authority' was made during the proceedings, and thus, the Award did not address this issue. The Tribunal is of the view that, under the present circumstances, this request does not fall within the scope of Article 35 of the Tribunal's Rules." (Paragraph 6 of the Decision).*

Similarly, *Decision No. 74-366-3* arose from a request for interpretation. The Respondents[2] argued that the Award required clarification "because it did not specify whether the parties' relationship constituted a sale-purchase agreement or a commission-distributor arrangement..." The Tribunal rejected this argument, referencing the contract year and *Paragraph 25 of the Award*, which detailed the relevant purchase orders.

In another case (*Case Nos. A-15 (II:A), A-26 (IV), and B-43*), where the *Islamic Republic of Iran* was the Claimant and the *United States of America* the Respondent, the U.S. contended that the parties needed to ascertain whether any *pre-award interest calculation errors* had occurred, requiring further details on the Tribunal's methodology. The U.S. initially filed a request under *Article 36* (Correction of the Award) and, alternatively, under *Article 35* (Interpretation). The Tribunal held:

The method and basis for calculating pre-award interest on the awarded amounts fall within the Tribunal's discretionary authority, as comprehensively explained in the Partial Award. "The United States' present request for additional information regarding the Tribunal's calculation of pre-award interest clearly does not pertain to the correction of such errors and is, therefore, outside the scope of Article 36. Accordingly, the request must be denied." (Paragraph 13).

Regarding the alternative request under *Article 35*, the Tribunal further ruled:

> *"The language of the Partial Award leaves no ambiguity as to the method and basis for calculating pre-award interest that would justify an interpretation under this provision. The Partial Award has already elaborated, with sufficient precision and detail, the Tribunal's approach to this calculation." (Paragraph 14).*

Nevertheless, the Tribunal expressed willingness to provide the underlying computational data as a matter of procedural transparency.

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1 *Uiterwyk Corporation, Jan C Uiterwyk, Maria Uiterwyk, Robert Uiterwyk, Hendrik Uiterwyk and Jan D Uiterwyk v Government of the Islamic Republic of Iran, Ministry of Roads and Transportation, Ports and Shipping Organization, Iran Express Lines and Sea-Man-Pak*, IUSCT Case No 381-158-1, Award No 375-381-1 (6 July 1988).

2 *Endo Laboratories, Inc v Islamic Republic of Iran, Trasspharm Trading Company, Iran Wallace Company, Darou Pakhsh and Bonyade Mostazafan*, IUSCT Case No 366-10536-2, Award No 585-10536-2 (15 April 1997).

Conclusion

An interpretative award serves to resolve ambiguities in issued arbitral awards and must not result in an alteration of their substance. It should not conflict with the principle of *res judicata*, which is regarded as sacrosanct in international arbitration and, in our view, ought to be similarly recognized in domestic arbitration. Given the exceptional nature of interpretative awards, their issuance must be subject to stringent scrutiny, and undue expansion of their scope must be prevented.

It is advisable that interpretative awards under domestic law and international commercial arbitration be granted uniform legitimacy to ensure that arbitral awards enjoy unimpaired enforceability, free from any doubt. By preventing the partial nullification of significant awards, this approach would eliminate procedural delays and disrespect for the intent underlying such awards. Consequently, not only would the enforcement of arbitral awards be facilitated, but the likelihood of voluntary compliance would also increase. Therefore, interpretative awards must be addressed in domestic legislation through explicit, comprehensive, and carefully drafted provisions.

In this regard, international precedents—some of which have involved the Iranian government, as discussed in this article—may serve as a guiding light for formulating clear and unambiguous legal standards. Indeed, it may be hoped that the legislature will go beyond existing frameworks and, in addition to expressly recognizing the feasibility and characteristics of interpretative awards, also define the elements required for a valid request for interpretation. This would establish a consistent and comprehensive practice, as international experience demonstrates that prior to engaging with the concept of interpretative awards—particularly given the potential for bad-faith tactics by losing parties and abusive requests—jurisdictions often face challenges in determining what constitutes a valid request for interpretation.

Such a request must be grounded in the existing record; aim to clarify the meaning and scope of the award (not to alter it); and identify the ambiguous language based on clearly articulated reasoning and provide its definition, rather than introducing new arguments extraneous to the case record.

Furthermore, the legislature must expressly specify the nature of the ambiguity justifying an interpretative award: Must the parties hold conflicting interpretations of the award, or is a unilateral claim of ambiguity sufficient? Failure to clarify this threshold risks inconsistent rulings and subjective judicial approaches.

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