



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: February 16, 2024

CBCA 7576

ABDUL MUTAKABER,

Appellant,

v.

DEPARTMENT OF STATE,

Respondent.

Enayat Qasimi and Shamsi Maqsoodi of Whiteford, Taylor & Preston LLP, Washington, DC, counsel for Appellant.

Erin M. Kriynovich, Office of the Legal Adviser, Buildings and Acquisitions, Department of State, Washington, DC, counsel for Respondent.

Before Board Judges **VERGILIO**, **GOODMAN**, and **SULLIVAN**.

SULLIVAN, Board Judge.

By decision issued January 17, 2024, the Board granted in part the motions for summary judgment filed by the parties. *Abdul Mutakaber v. Department of State*, CBCA 7576, 24-1 BCA ¶ 38,496. In an order issued the same day, the Board directed the parties to confer and file a joint stipulation as to the amounts owed, pursuant to the guidance provided in that decision. If the parties were unable to agree upon the amounts owed, the Board directed that the parties file their own calculations and explain why they were unable to agree.

On February 9, 2024, the parties filed separate responses to the Board's order. Appellant stated that the parties were unable to agree but provided no calculation as to the

amounts owed, advising the Board of its intent to appeal the Board's decision to the United States Court of Appeals for the Federal Circuit. Respondent, Department of State (DOS), calculated the following amounts owed for each of the four properties covered by the lease, with a worksheet showing the calculations (interest is to be calculated in accordance with the Contract Disputes Act, 41 U.S.C. § 7108(b) (2018)):

Maryland House – DOS owes appellant unpaid rent of \$94,355.76, plus interest calculated from June 8, 2022.¹

PA+CT House – Appellant owes DOS a refund of \$108,986.28, plus interest calculated from August 8, 2022.

Guam House – Appellant owes DOS a refund of \$27,616.40, plus interest calculated from August 8, 2022.

Champagne House – Appellant owes DOS a refund of \$73,182.93, plus interest calculated from August 8, 2022.

DOS's calculations are consistent with the Board's previous decision. Accordingly, we find that these are the amounts owed by the parties pursuant to the lease following the termination for convenience.

Decision

The appeal is **GRANTED IN PART**. Appellant owes DOS the net amount of the amounts set forth above.

Marian E. Sullivan
MARIAN E. SULLIVAN
Board Judge

¹ In our first decision, we incorrectly stated that appellant was entitled to an additional eighty-three days rent for this property. *Mutakaber*, 24-1 BCA at 187,123. The correct number of days is eighty-two, and DOS has calculated the rent owed based upon this correct number.

We concur:

Joseph A. Vergilio
JOSEPH A. VERGILIO
Board Judge

Allan H. Goodman
ALLAN H. GOODMAN
Board Judge