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NOVEMBER - DECEMBER 2025 LEGAL PRECEDENT REPORT

Reliance on an Incorrect Time Limit Indicated by the Court Does Not Result in Time-Bar.

Where a court decision indicates a time limit for a legal remedy that differs from the period prescribed by law, applications filed by the parties in reliance on such incorrect time limit cannot be deemed time-barred. This is because relying on the time limit expressly stated in the court decision constitutes a requirement of the principles of legal certainty and foreseeability. Attributing the consequences of uncertainty created by the court's own error to the parties would amount to a disproportionate and excessively formalistic approach; moreover, it would violate the right of access to a court, which is safeguarded under the right to a fair trial. In this respect, the Constitutional Court held that rejecting an appeal application as time-barred—where the applicant relied on a two-week period erroneously indicated in the decision on a request for recusal of a judge, despite the legally prescribed period being one week—constituted a violation of the right of access to a court. (*CC, App. No. 2020/16097, 26.02.2025, OG: 28/11/2025, No. 33091*).

Failure to Distinguish Between Litigation Expenses Advance and Evidence Advance, and Subjecting Both to the Same Sanction, Is Incompatible with the Right to a Fair Trial.

The claimant sought pecuniary and non-pecuniary damages on the grounds that the immovable property purchased under a real estate sale promise agreement had been delivered late and incompletely. During the proceedings, the court granted the claimant's counsel a definitive two-week period to deposit additional litigation expenses advance in the amount of TRY 300; upon failure to make such payment, the court dismissed the case on procedural grounds due to the absence of a condition precedent to litigation. A definitive time limit constitutes an exceptional procedural mechanism intended to ensure the orderly and expeditious conduct of proceedings and cannot be interpreted expansively so as to result in dismissal of the action.

For a definitive time limit to produce legal consequences, the requested act must be indicated in a clear, specific, and unambiguous manner; it must be expressly stated for which purpose, to which authority, and in what amount the advance is to be deposited; the granted period must be sufficient for the performance of the act; and the legal consequences of non-compliance within the prescribed period must be explicitly warned. Litigation expenses advances and evidence advances are distinct legal institutions. Failure to deposit an advance aimed at the submission of evidence results only in the waiver of reliance on the relevant evidence and cannot, as such, be directly linked to the procedural dismissal of the case. Accordingly, dismissing an action for lack of a condition precedent to litigation based on a definitive time limit that was not duly granted or that is ambiguous in its content is incompatible with the purpose of the definitive time-limit mechanism and undermines the right to a fair trial (*Supreme Court of Appeal, 6th Civil Chamber, M. 2024/3139, D. 2025/3702, 04.11.2025*).

Video Recordings Shared on Social Media May Be Protected as Works Only If They Contain an Original and Creative Intellectual or Artistic Contribution Reflecting the Author's Individual Character.

The claimant alleged that the video recordings recorded with the camera and shared on social media accounts qualified as copyrighted works, asserting that these recordings were used without authorization and in a manner infringing his personality rights in a news program; accordingly, he sought cessation and removal of the infringement as well as material and moral damages pursuant to Articles 66 et seq. of the Law on Intellectual and Artistic Works numbered 5846 ("LIAW"). However, the court determined that the video recordings at issue consisted of unscripted footage that could be captured by anyone, did not involve any creative contribution or aesthetic preference, and merely reflected the existing situation as it was; therefore, they did not qualify as works in the sense alleged by the claimant.

In line with the expert report, the Regional Court of Appeal likewise held that the recordings, lacking originality and creative contribution, could not be deemed works within the meaning of the LIAW, and that, consequently, claims for protection and compensation based on authorship under Article 66 et seq. of the LIAW lacked a legal basis. The court further emphasized that the claimant had not raised any claim under Article 84 of the LIAW concerning cinematographic images that do not qualify as works, and that the allegation of infringement of personality rights was being examined in a separate proceeding. Accordingly, it was concluded that where the images in question do not qualify as works, no claim for prevention of infringement or compensation may be asserted under the LIAW on the basis of their unauthorized use; in such cases, only the provisions on unfair competition or infringement of personality rights may apply, provided that the relevant conditions are met. On these grounds, the first instance court's decision to dismiss the case was found to be lawful and upheld at the appellate stage (*Ankara RCA, 20th Civil Chamber, M.2023/2137, D.2025/2248, 27.11.2025*).

The Principal Employer's Liability for Employee Receivables Continues in Service Procurements Conducted under Public Procurement Law numbered 4734.

In service procurements carried out by public administrations pursuant to Article 3(g) of the Public Procurement Law numbered 4734, the administration's status as the "contracting authority" does not eliminate its liability arising from its position as the principal employer under labor law. Where the subcontractor's employee works at a workplace belonging to a public institution and within the scope of the principal activity, the principal employer is jointly and severally liable with the subcontractor, pursuant to Article 2/7 of the Labor Law numbered 4857, for employee receivables arising from a collective bargaining agreement, including wage differences, bonuses, and social benefits.

Provisions in service procurement contracts stipulating that employee receivables are entirely borne by the contractor, or the public procurement nature of the tender itself, do not eliminate the statutory protection afforded to employees. Moreover, releases signed by the employee upon termination of the employment contract are subject to the strict formal, temporal, and substantive requirements set out in Article 420 of the Turkish Code of Obligations numbered 6098; releases that fail to meet these requirements do not discharge the employer's liability. In this framework, the argument that the public administration acted solely as a "contracting authority," or reliance on an invalid release, is insufficient to eliminate the statutory liability arising from employee receivables (*Supreme Court of Appeal, 9th Civil Chamber, M. 2025/6964, D. 2025/8632, 06.11.2025*).

In the Event of Retroactive Termination, the Landowner Cannot Claim a Contractual Penalty, Loss of Rent, or Other Positive Damages.

Where the contractor fails to perform its obligations within the time periods stipulated in a construction contract in exchange for land share, the contract is terminated retroactively and deemed never to have produced legal effect from the outset. Under this legal consequence, claims for performance-based contractual penalties, delay damages, loss of rent, or expected profit—classified as positive damages—cannot be asserted. Since retroactive termination eliminates the contractual balance of performances ab initio, the party at fault cannot rely on the contract to claim authorization or additional damages.

Furthermore, payments allegedly made within the scope of the contract cannot be subject to restitution or compensation unless proven by clear and conclusive evidence. Accordingly, in post-termination disputes, compensation assessments must not be based on positive damages but may only be carried out, if the conditions are met, within the framework of negative damages (*Supreme Court of Appeal, 6th Civil Chamber, M. 2025/1043, D. 2025/3708, 04.11.2025*).

Losses Arising from the Ordinary Risks of Commercial Life Do Not, in Themselves, Justify Attributing Fault to a Board Member.

The liability of a joint-stock company director does not arise merely from the occurrence of damage but depends on the clear and concrete establishment of an adequate causal link between the damage and the director's faulty conduct. The subsequent failure to collect receivables arising from commercial sales transactions, or the deterioration of the counterparty's financial condition, does not in itself demonstrate a breach of duty of care by the director. Unforeseeable market risks inherent in the ordinary course of trade do not give rise to managerial liability.

A director may be held liable only if it is proven that, at the time of the transaction, the director acted in breach of the objective duty of care and knowingly exposed the company to damage despite risks that were known or should have been known. In this context, without a collective assessment of transaction volume, prior commercial relations, company practices, and joint management conduct, liability for damages cannot be imposed on the director based on abstract and retrospective evaluations (*Supreme Court of Appeal, 11th Civil Chamber, M. 2025/1190, D. 2025/6676, 06.11.2025*)

Claims That Cannot Be Rendered Due During the Provisional Moratorium May Still Be Determined as Disputed Claims within the Scope of Concordat.

In concordat proceedings, claims not accepted by the debtor acquire the status of disputed claims. Even if the acceleration of a credit account and the rendering of the debt due during the provisional moratorium are unlawful under the collection prohibition set out in Article 288/1 of the Enforcement and Bankruptcy Law numbered 2004 ("EBL"), this does not prevent the claim from being determined as a disputed claim pursuant to Articles 302/6 and 308/b of the EBL. Claims that arose prior to the concordat request are subject to the concordat regardless of whether they are due. Any contrary interpretation would result in depriving the creditor of any legal avenue to assert its claim within the concordat system. Therefore, with respect to a claim that arose prior to the provisional moratorium, the fact that an acceleration notice was served during the moratorium or that the claim has not yet become due does not require dismissal of the disputed claim action; rather, the assessment must be carried out by taking into account that interest and ancillary claims cease as of the date of the provisional moratorium (*Supreme Court of Appeal, 6th Civil Chamber, M. 2025/3177, D. 2025/3738, 05.11.2025)*.

Where the Time Limit for Filing a Lawsuit Is Not Explicitly Indicated, Dismissal of the Action on the Ground of Time Bar Constitutes a Disproportionate Violation of the Right of Access to a Court.

While the prescription of specific time limits for filing lawsuits or seeking legal remedies within the scope of the right of access to a court is legitimate for ensuring legal certainty and judicial stability, such time limits must be determined in a clear, intelligible, and foreseeable manner. In an action seeking the annulment of an administrative act, where the act does not explicitly indicate a specific time limit for filing a lawsuit, applying a shorter period instead of the general time limit and dismissing the case on the ground of time bar constitutes a disproportionate interference with the right of access to a court. Where special time limits different from general litigation periods are prescribed under the legislation, failure to clearly indicate in the relevant administrative act which time limit applies creates serious legal uncertainty for individuals. In particular, the complex and fragmented structure of the legislation, together with divergent interpretations in judicial precedents regarding the application of time limits, makes it difficult for individuals to foresee which legal remedy they must pursue and within which period. Under these circumstances, dismissal of the action on the ground of time bar imposes an excessive and disproportionate burden on individuals and undermines the very essence of the right of access to a court.

The Constitutional Court likewise emphasizes, pursuant to Article 40 of the Constitution, that the State has an obligation to inform individuals accurately, clearly, and adequately about available legal remedies and applicable time limits; and that the principles of legal security and legal certainty require a normative framework within which individuals can reasonably foresee the legal consequences of their actions. In this context, it is accepted that where the time limit for filing a lawsuit is not indicated or where there is uncertainty as to which time limit applies, the general litigation periods must be applied; and that practices to the contrary impair the essence of the right of access to a court (CC, App. No. 2020/19217, 04.02.2025, OG: 31.12.2025, No. 33124).

Rendering a Judgment Based on Previous Findings Without Examining Allegations Capable of Affecting the Outcome of the Dispute Violates the Right to a Reasoned Decision.

In full remedy actions brought before administrative courts, all allegations capable of affecting the outcome of the case must be addressed with clear and sufficient reasoning when assessing the administration’s liability based on service fault. Despite the submission of concrete and serious allegations concerning whether the administration fulfilled its supervisory and regulatory duties, dismissal of the case solely on the basis of expert reports obtained in judicial proceedings involving different parties, without deeming it necessary to conduct a separate expert examination regarding the administration’s liability, demonstrates that the court failed to engage with the merits of the dispute.

Accordingly, rendering a judgment based on findings obtained in previous proceedings without conducting the necessary examinations into allegations affecting the outcome of the case constitutes a violation of the right to a reasoned decision guaranteed under Article 36 of the Constitution (CC, App. No. 2021/31717, 12.03.2025, OG: 31.12.2025, No. 33124).

Rejection of Requests to Hear Witnesses Without Providing Concrete and Adequate Reasoning Violates the Right to a Fair Trial.

The right to hear witnesses is an integral component of the right to a fair trial and requires that witnesses relied upon by the parties to support their claims and defenses be heard in compliance with the principles of equality of arms and adversarial proceedings. When assessing requests to hear witnesses, courts are obliged to demonstrate, through concrete, relevant, and reviewable reasoning, the impact of such requests on the outcome of the case and their contribution to establishing the material truth. Rejecting a request to hear witnesses solely on the basis of records or documents already contained in the case file, without providing sufficient and convincing reasoning, places one of the parties at a procedural disadvantage and undermines the principle of equality of arms. For this reason, rejecting requests to hear witnesses on the basis of unreasoned or abstract assessments compromises the overall fairness of the proceedings and results in a violation of the right to hear witnesses within the scope of the right to a fair trial guaranteed under Article 36 of the Constitution (*CC, App. No. 2022/52046, 02.07.2025, OG: 29.12.2025, No. 33122*).

Dismissal, on Limitation Grounds, of the Portion of a Claim Increased Through Amendment Where the Claim Amount Can Only Be Determined by an Expert Report Constitutes a Violation of the Right of Access to a Court.

In claims for price reduction and loss of profit arising from defective services, the amount of the receivable cannot be objectively determined at the stage of filing the lawsuit; rather, it becomes concrete only as a result of expert examination conducted during the proceedings. In such circumstances, it is not legally permissible to place on the claimant the burden of delays arising from the inability to determine the claim amount and from the length of the proceedings. Although limitation periods constitute, as a rule, a legitimate restriction aimed at ensuring legal security and foreseeability, where the amount of the receivable can only be determined through an expert report, the delays in the proceedings cannot be attributed to the claimant, and nevertheless the portion of the claim increased through amendment is dismissed on limitation grounds, such restriction becomes disproportionate in nature. This approach effectively renders it impossible for the claimant to assert the entirety of the receivable and imposes a heavy and disproportionate burden on the right of access to a court (*CC, App. No. 2021/65631, 17.07.2025, OG: 30.12.2025, No. 33123*).

Rendering a Judgment in the Absence of a Party Whose Excuse Has Been Accepted, Without Proper Service of Process, Constitutes a Violation of the Right to Be Heard.

The right to be heard is a fundamental procedural safeguard that ensures parties are duly informed of the proceedings, are able to effectively present their claims and defenses, and have their submissions examined by the court. In examining the claimant's claims for pecuniary and non-pecuniary damages arising from a work accident, the court accepted the excuse submitted by the defendant's counsel indicating inability to attend the hearing dated 17.10.2024. However, instead of duly serving the new hearing date and time in accordance with Law numbered 7201 on Notification and the relevant legislation, the court decided that the hearing date would be learned via UYAP, proceeded with the trial, and rendered a judgment on the merits in the absence of the defendant's counsel. However, the legislation does not provide for a method of service whereby the hearing date is to be "notified via UYAP," and such a method is not capable of producing legal consequences. Accordingly, rendering a decision in the absence of the defendant's counsel without duly notifying the new hearing date constitutes a violation of the right to be heard and is contrary to procedural law and legislation (*Supreme Court of Appeal, 10th Civil Chamber, E. 2025/8033, K. 2025/11985, OG: 20.12.2025*).

Liability in Recourse Actions Concerning Employee Receivables Arising from Service Procurement Contracts Must Be Determined in Accordance with the Contractual Provisions.

In recourse actions concerning employee receivables arising from service procurement contracts, the internal relationship between the employer administration and the contractor must be determined in accordance with the contract executed between the parties and the provisions of the General Specifications for Service Works, which form an integral part of that contract. Pursuant to the Labor Act numbered 4857 ("**Labor Act**"), although the employer and the contractor are jointly and severally liable vis-à-vis the employee for employee receivables arising from the employment contract or the Labor Act, the contractual provisions are determinative in the recourse relationship. Within this framework, the contractor is liable, in proportion to the period during which it actually employed the workers, for wages, severance pay, and other employee receivables of the workers it employed; and the administration has the right to seek recourse against the contractor for payments it has made.

The scope of liability also varies depending on the type of employee receivable. Accordingly, each contractor is liable for severance pay only to the extent of the period during which it employed the worker; as a rule, the last contractor is liable for annual leave pay and notice compensation; and liability for receivables such as weekly rest pay, overtime pay, and wages is limited to the respective periods of employment of each contractor.

Unless joint and several liability among contractors is explicitly stipulated by law or contract, it is not possible, in recourse actions, to render a judgment based on half-and-half, equal, or abstract proportional liability. Rendering a decision based on partial or equal liability instead of holding the contractor fully liable in proportion to its own period of employment, without observing these principles, constitutes a violation of procedural law and legislation (*Supreme Court of Appeal, 6th Civil Chamber, E. 2024/2805, K. 2025/3430, OG: 20.12.2025*).

Workplace Closures Occurring for Reasons Not Attributable to the Employee Do Not Constitute a Force Majeure Event Within the Scope of Article 25/III of the Labor Act.

For the employer to exercise the right of termination for just cause under Article 25/III of the Labor Act, it is not sufficient that the circumstance preventing the performance of the work obligation does not stem from the employee or arises without the employee's fault. Such circumstance must also constitute an objective, unavoidable, and external force majeure event occurring in the environment where the work is performed. In this context, the employer's decision to terminate its commercial activity, to close the workplace, or to suspend operations based on economic, financial, or managerial preferences are decisions taken by the employer of its own volition and cannot be regarded as force majeure. In such cases, the performance of the employee's obligation to work does not become legally impossible; rather, the opportunity to work ceases as a result of the employer's managerial decisions. Therefore, the fact that a workplace closure occurs for reasons not attributable to the employee does not, in itself, justify the application of Article 25/III of the Labor Act. In such situations, termination without notice based on the said provision is not permissible; and even if termination is carried out without notice, the obligation to pay notice compensation does not cease. Accordingly, workplace closures based on the employer's own commercial or managerial decisions cannot be considered force majeure within the scope of Article 25/III of the Labor Act (*Supreme Court of Appeal, 9th Civil Chamber, E. 2025/5850, K. 2025/6491, OG: 25.12.2025*).

Short Limitation Periods Prescribed Under Foreign Law Do Not, in Themselves, Constitute a Violation of Turkish Public Order.

In labor disputes involving a foreign element, the fact that the limitation period prescribed under the applicable law is shorter than that provided under Turkish law does not, in itself, constitute a violation of Turkish public order. As limitation periods do not fall within the scope of public order rules, it is permissible to apply the litigation and limitation periods prescribed under the applicable foreign law. In this context, the application of the limitation period regulated under the applicable foreign law, even if shorter than that under Turkish law, does not, by itself, require the invocation of the public order exception. With respect to a time-barred claim, it is not possible to rely on the public order exception on the ground that the limitation period is shorter compared to Turkish law. Accordingly, dismissal of the case by applying the limitation period prescribed under the applicable foreign law does not constitute a violation of Turkish public order (*Supreme Court of Appeal, 9th Civil Chamber, E. 2025/4998, K. 2025/8888, 19.11.2025*).

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Our firm is widely recognized in prestigious legal directories. We are ranked by The Legal 500, one of the world's most reputable legal directory, for our expertise and client-focused approach. Also, our employment practice is distinguished in the International Employment Lawyer's Elite Guide and our Managing Partner, Burçak Kurt Biçer, has been named among the 2025 IEL Women Leaders, a recognition of outstanding female leadership in employment law worldwide. Moreover, as a proud member of the International Association of Privacy Professionals (IAPP)—the world's leading information privacy community— we remain at the forefront of global data protection trends and compliance standards.

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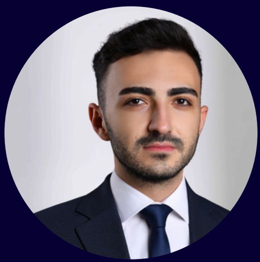

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