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Contributing Editors:

Simon Moore & Alex Hookway

Adams & Moore Solicitors LLP

glg Global Legal Group

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Q&A Chapters

Türkiye


Caglar Coskunsu


Ibrahim Onur Oğuzgiray

Cavus & Coskunsu Law Firm

1 Marine Casualty

1.1 In the event of a collision, grounding or other major casualty, what are the key provisions that will impact upon the liability and response of interested parties? In particular, the relevant law / conventions in force in relation to:

(i) Collision

Türkiye has adapted a legal regime that is a mix of local laws and international conventions that can be listed as follows:

- Turkish Commercial Code (Law Numbered: 6102).
- Turkish Regulation on Preventing Collision at Sea.
- The Convention for the Unification of Certain Rules of Law relating to Assistance and Salvage at Sea, 1910.
- The Convention on the International Regulations for Preventing Collisions at Sea, 1972.
- The amendments made to the International Regulations for Preventing Collisions at Sea.

(ii) Pollution

- Turkish Environmental Code (Law Numbered: 2872);
- the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage, 1992 (London);
- the Protocol concerning Cooperation in Preventing Pollution from Ships and, in cases of Emergency, Combating Pollution of the Mediterranean Sea;
- the International Convention on Civil Liability for Bunker Oil Pollution Damage, 2001;
- the International Convention on Oil Pollution Preparedness, Response and Co-operation, 1990;
- the 2003 Protocol to the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage;
- the Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean; International Convention on Salvage, 1989;
- the International Convention for the Prevention of Pollution from Ships (MARPOL);
- the Protocol on Preparedness, Response and Co-operation to Pollution Incidents by Hazardous and Noxious Substances, 2000;
- MARPOL, Annex III Prevention of Pollution by Harmful Substances Carried by Sea in Packaged Form;
- the International Convention on the Control of Harmful Anti-Fouling Systems on Ships, 2001; and
- the International Convention for the Control and Management of Ships' Ballast Water and Sediments, 2004.

(iii) Salvage / general average

- Turkish Commercial Code (Law Numbered: 6102).
- The International Convention on Salvage, 1989.
- The York-Antwerp Rules (the latest edition).

(iv) Wreck removal

- Turkish Commercial Code (Law Numbered: 6102).
- Turkish Law on Ports (Law Numbered: 618).
- Turkish Regulation on the Maritime Traffic Scheme of the Turkish Straits.
- Turkish Regulation on Ports.

(v) Limitation of liability

- The Convention on Limitation of Liability for Maritime Claims, 1976.
- The Protocol to Amend the Convention on Limitation of Liability for Maritime Claims, 1996.
- Turkish Commercial Code (Law Numbered: 6102).
- The International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage, 1992.
- The International Convention on Civil Liability for Bunker Oil Pollution Damage, 2001.
- The 2003 Protocol to the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage.

(vi) The limitation fund

- The Convention on Limitation of Liability for Maritime Claims, 1976.
- The Protocol to Amend the Convention on Limitation of Liability for Maritime Claims, 1996.
- Turkish Commercial Code (Law Numbered: 6102).
- The International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage, 1992.
- The International Convention on Civil Liability for Bunker Oil Pollution Damage, 2001.
- The 2003 Protocol to the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage.

1.2 Which authority investigates maritime casualties in your jurisdiction?

In the Republic of Türkiye, the primary authority responsible for the investigation of maritime casualties is the Transport Safety Investigation Center (TSIC) under the Ministry of

Transport and Infrastructure. TSIC conducts independent safety investigations into marine accidents and incidents in accordance with international standards, including the IMO Casualty Investigation Code (Resolution MSC.255(84)). These investigations aim solely to enhance maritime safety and prevent future occurrences, without addressing questions of fault or liability.

In addition to TSIC, Port Authorities (Harbour Master's Offices) may carry out preliminary administrative inquiries or safety assessments, particularly in cases involving marine pollution, navigational safety, or regulatory violations within their jurisdiction. Such inquiries may result in immediate administrative action or be referred to TSIC for further safety investigation.

Furthermore, in cases where there is a potential criminal dimension – such as suspected negligence, unlawful discharge, or loss of life – the Turkish Coast Guard Command may conduct a criminal investigation under its law enforcement authority. These investigations are typically coordinated with judicial authorities and may proceed independently of TSIC's safety-focused inquiries.

Together, TSIC, Port Authorities, and the Turkish Coast Guard form the institutional framework for addressing maritime casualties and incidents in Türkiye from both a safety and legal perspective.

1.3 What are the authorities' powers of investigation / casualty response in the event of a collision, grounding or other major casualty?

In the event of a collision, grounding, or other major maritime casualty, several Turkish authorities may be involved in the response and investigation, each within their area of competence:

- The TSIC conducts independent safety investigations to determine the causes of the incident and issues recommendations to prevent future occurrences. These investigations focus on safety – not blame or liability.
- The Port Authorities (Harbour Master's Offices) have powers to take immediate administrative measures, such as detaining vessels, collecting information, and coordinating emergency response. They may also carry out initial inquiries into regulatory compliance.
- The Turkish Coast Guard may conduct criminal investigations in cases involving loss of life, pollution, or suspected unlawful conduct. They also play a key role in search and rescue and in enforcing maritime laws.

Depending on the nature and severity of the casualty, other agencies such as environmental authorities or public prosecutors may also become involved.

2 Cargo Claims

2.1 What are the international conventions and national laws relevant to marine cargo claims?

Türkiye has been party to the Hague Rules since they were approved in 1955 and entered into force on 4 January 1956. Türkiye has not approved the Hague-Visby Rules, the Hamburg Rules or the Rotterdam Rules, but the Turkish Commercial Code (TCC) incorporates a set of rules that purport to adapt the Hamburg Rules and Hague-Visby Rules.

2.2 What are the key principles applicable to cargo claims brought against the carrier?

In cargo claims brought against the carrier, a number of core legal principles apply under both international conventions and national laws. In Türkiye, these claims are primarily governed by the 1924 Hague Rules, to which Türkiye is a party, as well as the relevant provisions of the TCC.

At the heart of the carrier's legal obligations lies the duty to exercise due diligence before and at the beginning of the voyage to make the vessel seaworthy, properly manned and equipped, and fit to carry the intended cargo. Once the voyage begins, the carrier also has a continuing duty to properly and carefully handle, carry, and discharge the cargo. Any loss or damage occurring during the carriage may give rise to liability if these obligations are not met.

In legal proceedings, the burden of proof initially lies with the cargo claimant, who must demonstrate that the goods were delivered to the carrier in good condition and were damaged or lost upon redelivery. Once this is established, the burden shifts to the carrier, who may escape liability by proving that the loss resulted from one of the recognised exceptions under the Hague Rules – such as an act of God, perils of the sea, inherent defects in the goods, insufficient packaging, or acts or omissions of the shipper. Notably, under the Hague Rules, carriers are also exempt from liability for navigational errors committed by the crew, a defence no longer accepted under more modern conventions.

2.3 In what circumstances may the carrier establish claims against the shipper relating to misdeclaration of cargo?

The shipper must provide a precise and accurate description of the cargo; otherwise, they shall remain responsible to the carrier for damages incurred as a result of false declaration.

The shipper shall also be held responsible for loading dangerous or contraband cargo or cargo that is prohibited from being imported or exported. The responsibility cannot be avoided even if it is proved that illegitimate acts were carried out with the consent of the master.

The shipper must present to the carrier all documents needed for the carriage of the cargo. The shipper shall remain responsible to the carrier and parties with interest in the cargo for any losses sustained because the documents were falsified.

The shipper shall be liable to owners for damages if it is caused by its personal negligence.

2.4 How do time limits operate in relation to maritime cargo claims in your jurisdiction?

Cargo claims are also subject to a strict one-year time bar, starting from the date of delivery or the date the goods should have been delivered. This limitation is substantive in nature, meaning it extinguishes the right itself – not just the legal remedy.

There is an additional 90-day period granted, similar to Hague-Visby rules, where the relevant party may bring a recourse claim even after the one year period as long as it is brought within 90 days of the compensation amount being paid or the notification of the lawsuit petition in the compensation lawsuit filed against them is received.

3 Passenger Claims

3.1 What are the key provisions applicable to the resolution of maritime passenger claims?

In Türkiye, the resolution of maritime passenger claims is governed by both international conventions and national law. Türkiye is a party to the 2002 Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974, which establishes a uniform regime for the liability of carriers in respect of passengers and their luggage.

The Athens Convention (as amended by the 2002 Protocol) applies to international carriage of passengers by sea and forms part of Turkish law. It imposes strict liability on the carrier for death or personal injury resulting from shipping incidents, subject to certain defences and limitations. The Convention also regulates the carrier's liability for loss of or damage to luggage and requires carriers to maintain compulsory insurance covering such risks.

Under the Convention, liability limits are set in Special Drawing Rights (SDRs), and passengers have a two-year time limit to bring claims, starting from the date of disembarkation or the date on which disembarkation should have occurred.

In addition to the Athens Convention, the TCC provisions (Articles 1228–1255) govern carriage of passengers by sea, complementing the Convention where necessary and providing a legal framework for issues not directly addressed in the treaty.

3.2 What are the international conventions and national laws relevant to passenger claims?

The TCC has adopted the important stipulations of the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea 2002, which is also ratified by Türkiye and applicable since September 2019. Therefore, the limitation regime under this Convention is applicable.

Depending on the circumstances, provisions of the Turkish Code of Obligations and the Consumer Protection Law may also apply, particularly where the carriage involves domestic routes or consumer contracts.

3.3 How do time limits operate in relation to passenger claims in your jurisdiction?

The time-bars for passenger claims are as follows:

- 10 years for compensation for loss of life or passenger injury; or
- two years for claims arising out of passenger contracts and damage or loss of luggage.

4 Arrest and Security

4.1 What are the options available to a party seeking to obtain security for a maritime claim against a vessel owner and the applicable procedure?

Türkiye has ratified the International Convention on Arrest of Ships 1999 and it came into effect on 3 May 2019. Nevertheless, the TCC, which came into effect on 1 July 2012, already incorporated most of the rules of the International Convention on the Arrest of Ships 1999.

A vessel, irrespective of its flag or the law governing the claim, may be arrested for maritime claims under article 1352 of the TCC as they are defined under article 1 of the International Convention on the Arrest of Ships 1999.

An arrest can be made under the circumstances described in article 3 of the same Convention. The arrest of associated ships under the same management is not permitted.

The arrest of a ship for a maritime claim can only be possible if:

- the person who owned the ship at the time when the maritime claim arose is liable for the claim and is the owner of the ship when the arrest is effected;
- the demise charterer of the ship at the time when the maritime claim arose is liable for the claim and is the demise charterer or owner of the ship when the arrest is effected;
- the claim is based upon a mortgage, a hypothec or a charge of the same nature on the ship;
- the claim relates to the ownership or possession of the ship; or
- the claim is against the owner, demise charterer, manager or operator of the ship and is secured by a maritime lien that is granted or arises under the law of the state where the arrest is applied for.

Arrest is also permissible of any other ship or ships that, when the arrest is effected, is or are owned by the person who is liable for the maritime claim and who was, when the claim arose:

- the owner of the ship in respect of which the maritime claim arose; or
- the demise charterer, time charterer or voyage charterer of that ship.

4.2 Is it possible for a bunker supplier (whether physical and/or contractual) to arrest a vessel for a claim relating to bunkers supplied by them to that vessel?

Yes. The answer will depend on the current ownership or charter situation of the vessel at the time of the arrest and at the time the maritime claim arises, if this provides the creditor with a maritime claim.

4.3 Is it possible to arrest a vessel for claims arising from contracts for the sale and purchase of a ship?

Yes. Under the 1999 International Convention on the Arrest of Ships, to which Türkiye is a party, a claim arising out of a contract for the sale of a ship is expressly listed as a maritime claim (Article 1(1)(v)).

Therefore, if a dispute arises – for example, due to non-payment of the purchase price, failure to deliver, or breach of warranty – the claimant may apply for the arrest of the vessel in a contracting state such as Türkiye, provided that the general conditions for arrest are met (such as the ship being within jurisdiction and a prima facie maritime claim).

In addition to the Convention, Article 1352 of the Turkish Commercial Code also includes disputes arising from ship sale contracts within the definition of maritime claims, further confirming that such claims can give rise to arrest under Turkish law.

4.4 Where security is sought from a party other than the vessel owner (or demise charterer) for a maritime claim, including exercise of liens over cargo, what options are available?

The following lien rights can be exercised:

- the lien right on movables and valuable papers of the charterer for ensuring the recovery of freight and other receivables prescribed in the charter agreement;

- the lien right on movables and valuable papers of the charterer for ensuring the recovery of hire and other receivables prescribed in the time-charter agreement;
- the lien right on cargo for ensuring the recovery of all receivables the carrier is entitled to for the voyage under the charter agreement;
- the lien right on passengers' luggage for ensuring the recovery of all receivables the carrier is entitled to under the passenger contract; and
- the lien right on the vessel, cargo and freight to ensure the recovery of general average distribution shares.

In addition, the arrest of the bunkers can be requested.

4.5 In relation to maritime claims, what form of security is acceptable; for example, bank guarantee, P&I letter of undertaking?

The security shall be either in cash or in a definite letter of guarantee unlimited in time issued by a Turkish bank, and the suitability of the wording shall be at the sole discretion of the court. In addition, the parties may always freely agree upon the form and amount of security. The security amount to be lodged by the debtor or the owner may not exceed the value of the ship.

4.6 Is it standard procedure for the court to order the provision of counter security where an arrest is granted?

The arresting party must provide a fixed quantum security corresponding to 10,000 special drawing rights. However, claims for seamen wages are exempted from providing the security. The security shall be either in cash or in a definite letter of guarantee unlimited in time issued by a Turkish bank. The arrested party may always ask the court to increase the amount of security.

4.7 How are maritime assets preserved during a period of arrest?

The enforcement office that executes arrest orders shall take all necessary measures for the operation, management, maintenance and protection of the vessel. Accordingly, the enforcement offices may order the arresting party to deposit additional counter security for costs that may be incurred during the period of arrest.

4.8 What is the test for wrongful arrest of a vessel? What remedies are available to a vessel owner who suffers financial or other loss as a result of a wrongful arrest of his vessel?

If the claim for which the arrest was granted is found not to exist or is in any other way unjustified, the arrested party is entitled to claim damages. Thus, the test for wrongful arrest is the ultimate failure of the claim. The vessel owner who suffers losses arising from the wrongful arrest may bring a legal action against the arresting party as well as the counter-security deposited.

4.9 When is it possible to apply for judicial sale of a ship and what is the procedure for judicial sale?

The procedure for initiating and conducting the judicial sale of a vessel consists of the following steps:

- service of the payment order to be issued by the enforcement office to the debtor;
- the proceedings becoming conclusive, either by a failure of the debtor to oppose the proceedings within the time frame defined by law, or by obtaining a favourable judgment in the event of the objection of the debtor being challenged before the court;
- the physical seizure of the vessel;
- valuation of the vessel to be conducted by the enforcement courts and service of the same on interested parties; the request of the auction sale of the vessel;
- publication of the auction sale and information concerning the flag state of the vessel being auctioned and service of the same on interested parties;
- sale of the vessel;
- issuance of a list of creditors if the sale amount does not suffice to cover all claims of the creditors who duly informed the enforcement office of their participation in the auction sale;
- actions brought by the creditors who, according to the list of creditors, do not appear to benefit from the sale amount and, therefore, allege that the ranks of priority are not valid or that the claims that affect the rank of priority are falsified or exaggerated;
- finalisation of the foregoing claims including appellate; and
- distribution of the sale amount to the creditors.

The period needed for the finalisation of the application for sale depends on various factors, such as whether the list of creditors is challenged by the creditors before the courts, whether service of the payment order needs to be made abroad through diplomatic channels and whether the debtor challenges the enforcement proceeding before the courts. The process normally takes between six months and three years.

The following costs are associated with the judicial sale of a vessel:

- fees for the initiation of the enforcement proceeding, which amount to roughly 5 per cent of the claimed amount, whereas a fixed quantum is applicable with regard to execution proceedings by way of foreclosure of a mortgage;
- costs and fees related to the translation and certification of the supporting documents;
- fees for the physical seizure of the vessel;
- fees and expert costs for the valuation of the vessel;
- fees for the publication of the auction sale;
- the service of summons;
- value-added tax, which amounts to 18 per cent of the sale price;
- brokerage, which amounts to 0.1 per cent of the sale price;
- stamp tax, which amounts to 0.569 per cent of the sale price;
- prison fund, which amounts to 2 per cent of the sale price; and
- a collection fee, which amounts to 11.38 per cent of the sale price.

5 Evidence

5.1 What steps can be taken (and when) to preserve or obtain access to evidence in relation to maritime claims including any available procedures for the preservation of physical evidence, examination of witnesses or pre-action disclosure?

An *ex parte* application may be made to the court for the collection of evidence. While evaluating such a request, the court shall consider whether the applying party has a legal interest in the collection of evidence and whether there is a risk that the evidence may vanish if it is not collected. In such cases the relevant evidence is collected through court experts and through writs that are issued to the relevant parties for collection of documents.

5.2 What are the general disclosure obligations in court proceedings? What are the disclosure obligations of parties to maritime disputes in court proceedings?

In Türkiye there is no general duty of the parties' disclosure of all documents. Parties to a dispute are under the obligation to provide all documents that they rely on. If the court opines that the presentation of a document is inevitable for evidentiary purposes of the arguments pertaining to the claim, the court may grant the concerned party a fixed period in which to procure the document. If the requested party fails to provide such a document without any justified reason, the court may give precedence to the counter-evidence provided by the opposing party.

A third party may be invited by the court to present a document that a party to the dispute asserts that the third party possesses. The third party shall, accordingly, be obliged to procure such document or to submit justified reasons in the event of failure to fulfil the order. If the court is not satisfied with the explanation, the third party may be invited to give testimony.

5.3 How is the electronic discovery and preservation of evidence dealt with?

In Türkiye, there is no standalone legal framework specifically governing e-discovery in the way that common law jurisdictions do. However, electronic evidence is admissible and regulated within the broader framework of civil procedure and evidence law.

6 Procedure

6.1 Describe the typical procedure and timescale applicable to maritime claims conducted through: i) national courts (including any specialised maritime or commercial courts); ii) arbitration (including specialist arbitral bodies); and iii) mediation / alternative dispute resolution (ADR).

6.1.1 Which national courts deal with maritime claims?
There are designated courts for maritime disputes. In Istanbul, the 17th Commercial Court and in Izmir, the fifth Commercial Court shall hear disputes in the capacity of commercial courts specialising in maritime disputes. In other jurisdictions, the first Commercial Court of the place oversees the maritime disputes unless the Supreme Council of Judges and Public Prosecutors nominate one or more commercial courts to deal solely with maritime disputes. If no commercial court is situated in the concerned jurisdiction area, general civil courts of first instance shall hear disputes in the capacity of commercial courts.

6.1.2 Which specialist arbitral bodies deal with maritime disputes in your jurisdiction?
No. There are arbitral institutions but there is not a specialist maritime arbitration institution.

6.1.3 Which specialist ADR bodies deal with maritime mediation in your jurisdiction?
In Türkiye, maritime disputes, including those suitable for mediation, may be handled by general or specialist alternative dispute resolution (ADR) bodies, though there is currently no maritime-specific mediation institution with exclusive jurisdiction. However, since 2019 there is a mandatory mediation for all types of commercial claims, including maritime ones, that is a pre-requisite for all court actions.

6.2 What are the principal advantages of using the national courts, arbitral institutions and other ADR bodies in your jurisdiction?

In Türkiye, parties to maritime and commercial disputes benefit from a flexible and comprehensive dispute resolution framework that includes national courts, arbitral institutions, and ADR bodies such as mediation services. Each of these mechanisms offers distinct advantages depending on the nature of the dispute and the preferences of the parties involved.

National courts remain a widely used and effective forum, especially in major port cities like Istanbul, Izmir, and Mersin where commercial courts and experienced judges are available. Turkish courts provide access to a range of powerful interim remedies – including ship arrest, injunctions, and evidence preservation – which are particularly important in maritime cases. Judgments are binding and enforceable both domestically and, in many cases, internationally through bilateral and multilateral agreements. In addition, court proceedings in Türkiye tend to be relatively cost-efficient compared to arbitration.

For parties seeking greater control over the process, arbitration offers key advantages such as confidentiality, speed, and flexibility. There are a number of arbitral bodies which allow parties to select arbitrators with specific maritime law expertise and to tailor procedural rules to the needs of the case. Türkiye's status as a party to the 1958 New York Convention ensures that arbitral awards rendered in Türkiye are widely enforceable across more than 170 jurisdictions, making arbitration an attractive option for cross-border or high-value maritime disputes.

Alternative dispute resolution, particularly mediation, has also gained significant prominence in recent years. In many types of commercial disputes, including maritime claims, mediation is now a mandatory preliminary step before litigation under Turkish law. Mediation offers a fast and cost-effective means of resolving disputes and is especially useful where parties wish to preserve ongoing business relationships. If a mediation settlement is notarised or approved by the court, it becomes immediately enforceable like a court judgment.

6.3 Highlight any notable pros and cons related to your jurisdiction that any potential party should bear in mind.

The Turkish jurisdiction offers several notable advantages for parties engaged in maritime and commercial dispute resolution. Strategically located at the intersection of major international trade routes, Türkiye possesses a well-developed maritime infrastructure and a modern legal framework aligned with key international instruments, including the 1999 Arrest Convention and the 1958 New York Convention. The availability of specialised commercial courts in principal port cities such as Istanbul, Izmir, and Mersin ensures that maritime and trade-related disputes are handled by judges with relevant subject-matter expertise. In addition, the legal system provides effective interim measures – including ship arrest, injunctions, and preservation of evidence – which are particularly relevant in the context of urgent maritime claims. The growing prominence of institutional arbitration offers parties a credible alternative to state courts, with the added benefits of confidentiality, procedural flexibility, and enforceability of awards under the New York Convention.

Nonetheless, certain limitations should be borne in mind. Court proceedings may, in some cases, involve delays due to procedural formalities, and while the use of electronic case management systems is increasing, administrative burdens remain. Furthermore, as Türkiye follows a civil law tradition, the concept of broad pre-trial discovery – as known in common law jurisdictions – is not available. Instead, evidentiary matters are largely document-based and governed by formal procedural rules. Despite these considerations, Türkiye remains a jurisdiction that is both reliable and cost-effective, particularly for parties seeking access to interim remedies and enforcement mechanisms in a legally stable and strategically located forum.

7 Foreign Judgments and Awards

7.1 Summarise the key provisions and applicable procedures affecting the recognition and enforcement of foreign judgments.

The recognition and enforcement of foreign court judgments in Türkiye are primarily governed by Articles 50 to 63 of the International Private and Procedural Law (Law No. 5718). According to this framework, a foreign judgment may be recognised and enforced in Türkiye if the following conditions are met:

- There must be a bilateral or multilateral agreement, a statutory provision, or *de facto* reciprocity between Türkiye and the state in which the judgment was rendered.
- The foreign judgment must not have been issued by a court that lacked jurisdiction in the sense of having no genuine connection to the dispute or the parties, provided that this objection is raised by the defendant during enforcement proceedings.
- The judgment must not be manifestly contrary to Turkish public policy.
- If enforcement is challenged, the opposing party may rely on procedural irregularities such as:
  - The party was not duly summoned or represented before the foreign court in accordance with the procedural rules of the state where the judgment was rendered; or
  - The judgment was rendered in absentia, in violation of the rules of due process of that jurisdiction.

7.2 Summarise the key provisions and applicable procedures affecting the recognition and enforcement of arbitration awards.

In relation to foreign arbitral awards, Türkiye is a contracting state to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards. As such, arbitral awards rendered in another contracting state are, in principle, enforceable in Türkiye, subject to the limited grounds for refusal enumerated under Article V of the Convention. These include lack of a valid arbitration agreement, breach of due process, excess of arbitral authority, irregularity in the composition of the tribunal, or that recognition would be contrary to public policy.

While foreign judgments and arbitral awards are subject to separate legal regimes in Türkiye, both processes are administered through the Turkish civil courts, and both systems incorporate safeguards aimed at ensuring procedural fairness and consistency with fundamental principles of Turkish law.

According to Article V of the New York Convention, which is mirrored in Turkish law, enforcement may be refused only on limited grounds, such as:

- Invalidity of the arbitration agreement under the law applicable to it.
- Lack of proper notice to the party against whom the award is invoked, or inability to present their case.
- The award exceeds the scope of the arbitration agreement.
- The composition of the arbitral tribunal or procedure was not in accordance with the parties' agreement.
- The award is not yet binding or has been annulled or suspended by a competent authority in the country where it was made.
- The award is contrary to Turkish public policy.

A party seeking enforcement must file a petition before a Turkish civil court of first instance. The petition must be supported by:

- The duly authenticated original award or a certified copy.
- The original arbitration agreement or a certified copy.
- Translations of both documents into Turkish by a sworn translator, if they are in a foreign language.

The court will conduct a limited review – it will not re-examine the merits of the case but will assess whether any of the refusal grounds apply. Once recognised, the arbitral award has the same effect as a final Turkish court judgment and can be enforced through execution proceedings.

8 Offshore Wind and Renewable Energy

8.1 What is the attitude of your jurisdiction concerning the maritime aspects of offshore wind or other renewable energy initiatives? For example, does your jurisdiction have any public funding programme for vessels used in offshore wind? Summarise any notable legislative developments.

The Turkish jurisdiction has expressed growing interest in the development of offshore renewable energy, particularly offshore wind, as part of its broader energy transition goals. Although no commercial offshore wind farms have yet been commissioned in Türkiye, the legislative and regulatory groundwork is gradually being laid to support future investments.

8.2 Do the cabotage laws of your jurisdiction impact offshore wind farm construction?

Türkiye's cabotage legislation has a direct impact on the construction and operation of offshore wind farms within Turkish territorial waters. The regime is governed primarily by Cabotage Act No. 815 (dated 1926), which grants exclusive rights to Turkish-flagged vessels and Turkish nationals to perform commercial maritime activities within Türkiye's territorial sea (up to 12 nautical miles). These activities include the transport of goods and personnel between Turkish ports, construction and installation works at sea, dredging, cable laying, marine survey operations, and other vessel-based services. Consequently, key offshore wind operations – such as transporting turbine components, installing foundations, laying subsea cables, operating installation or service vessels, and crew transfers – are all considered cabotage-restricted activities when conducted in Turkish waters. Foreign-flagged vessels are generally not permitted to engage in such activities unless a special exemption is granted by the Ministry of Transport and Infrastructure, typically in cases where equivalent Turkish tonnage or technical capacity is unavailable. While Türkiye has not yet commissioned a commercial offshore wind project, the current cabotage framework will be a critical consideration for future developments. Accordingly, foreign investors and project developers are advised to ensure compliance with cabotage requirements by utilising Turkish-flagged vessels or partnering with domestic maritime service providers. In conclusion, Türkiye's cabotage laws establish a national preference regime that significantly influences the structuring and execution of maritime operations in offshore wind projects.

9 Updates and Developments

9.1 Describe any other issues not considered above that may be worthy of note, together with any current trends or likely future developments that may be of interest.

Türkiye introduced legislation that places a financial cost on greenhouse gas emissions from commercial vessels using its ports. This measure is part of a broader national push to reduce emissions and is expected to regulate tens of millions of tonnes of carbon dioxide annually. The initiative reflects Türkiye's intent to align with international climate commitments and decarbonisation goals in maritime transport.

In parallel, Turkish authorities are working towards the establishment of a national emissions trading framework, modelled after global systems like the European Union Emissions Trading System. Although the initial phase will focus on energy and industrial sectors, the maritime industry is anticipated to be included shortly thereafter. A pilot programme is planned to begin in 2025, followed by broader implementation in subsequent years.

Türkiye's new approach also mirrors international policies such as the European Union's Carbon Border Adjustment Mechanism and the International Maritime Organization's decarbonisation agenda. This alignment is aimed at maintaining competitiveness in global trade while also closing any potential regulatory loopholes.

Shipowners operating in Turkish waters will be subject to obligations regarding the monitoring and reporting of their vessels' emissions. This data will be used to track compliance and to assign emissions allowances under the forthcoming trading scheme. Failure to comply may lead to fines or restrictions on port access.

From a practical standpoint, these changes are likely to introduce new financial and operational burdens for maritime operators. Companies may face increased costs from emissions-related charges and may also need to invest in cleaner technology or alternative fuels to remain compliant. Strategic planning will be essential for operators to adapt to the new landscape and avoid disruption in their activities.

These developments represent a significant step in Türkiye's effort to modernise its environmental regulations and demonstrate a clear shift towards a more sustainable and internationally integrated maritime policy framework.

Caglar Coskunsu served on container vessels and bulk carriers of a major shipping company as a second officer and chief officer before becoming a qualified lawyer. He was later promoted to onshore management as the manager of the claims and insurance department where he was engaged in marine claims and disputes. He was particularly involved in hull and P&I matters where one of his primary tasks was to place the fleet's insurance. After his graduation from Istanbul University Faculty of Law, he studied maritime law at the University of Southampton for an LL.M. degree in Maritime Law. He completed his Ph.D. degree at Istanbul University in 2024. He has experience in the offices of international law firms, insurers, P&I Clubs, salvage brokers, adjusters and recovery agents in London, where he spent the summer of 2004 gaining experience in London insurance and shipping market practices. After admission to the Istanbul Bar Association, he founded Cavus & Coskunsu Law Firm where he provides legal assistance to Turkish and foreign clients in every aspect of maritime law and insurance law. Recently, he has been sharing his knowledge and experience by attending seminars held in London and Istanbul where he has given speeches on insurance, ship arrest, casualties and emergency response, and salvage and wreck removal.

Cavus & Coskunsu Law Firm
Inebolu Sokak No.41
Setustu Kabatas, Istanbul
Türkiye

Tel +90 532 355 48 51
Email: caglar@cavus-coskunsu.com
LinkedIn: www.linkedin.com/in/caglar-coskunsu-114560a

Ibrahim Onur Oğuzgiray joined Cavus & Coskunsu Law Firm in 2016 and was promoted to Partner in February 2024. He has built a strong reputation in the fields of shipping and insurance law, where he represents clients in complex disputes involving maritime incidents, insurance/reinsurance claims, and related litigation.

Ibrahim advises a wide range of clients, including P&I Clubs, shipowners, H&M underwriters, and foreign reinsurers, on matters such as collisions, salvage operations, cargo claims, and charterparty disputes. Known for his strategic and results-oriented approach, he is regarded as a trusted advisor in both the maritime and insurance sectors.

In addition to his shipping practice, Ibrahim has extensive experience in commercial litigation, particularly in the recognition and enforcement of foreign arbitral awards and court judgments. He regularly assists clients in ensuring that their international awards and decisions are effectively enforced in Türkiye.

Cavus & Coskunsu Law Firm
Inebolu Sokak No.41
Setustu Kabatas, Istanbul
Türkiye

Tel: +90 530 4554781
Email: ibrahim@cavus-coskunsu.com
LinkedIn: www.linkedin.com/in/ibrahim-onur-oguzgiray-b34749152

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