

PANORAMIC **SHIPPING**

Türkiye

LEXOLOGY

Shipping

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NEWBUILDING CONTRACTS

Transfer of title

When does title in the ship pass from the shipbuilder to the shipowner?
Can the parties agree to change when title will pass?

This would depend on whether the new build is registered at the shipping registry. The title of a new build that is not registered at the shipping registry shall pass through the transfer of possession from the shipbuilder to the shipowner, after the physical delivery and the signing of the protocol of delivery and acceptance. However, for registered vessels, the title shall pass to the shipowner at the shipping registry through an official transaction of the registrar, who shall transfer the ownership and record such change at the registry. Under Turkish law, the parties may decide in the shipbuilding contract whether the shipyard or the contractor will be the registered owner. The Turkish Commercial Code allows foreign contractors to be registered owners of new builds.

Law stated - 28 Mayıs 2025

Refund guarantee

What formalities need to be complied with for the refund guarantee to be valid?

Although the Code of Obligations does not specifically regulate the refund guarantee, the refund guarantee is a special form of the guarantee contract, whereas the rules of the Code of Obligations regulating 'third-party performance liability undertaking' shall apply by comparison to the guarantees. There is no formal requirement for 'third-party performance liability undertaking', and neither this nor the guarantee contract depend on the principal contract. The Code of Obligations requires specific formalities for the sureties. Article 583 of the Code of Obligations refers to the fact that surety contracts should be drawn up on paper and the maximum quantum for the liability, the date of the surety and the type (eg, joint and several liability) of liability should be stated in writing by the person providing the surety. Article 584 also requires a spouse's consent if the person providing the surety is not a member of the board of directors or a shareholder of the debtor company. Although these legal validity requirements govern the surety contract, article 603 of the Code of Obligations states that the same validity rules shall apply to any personal guarantee or undertaking given by natural persons. If the refund guarantee in a shipbuilding contract is given by a natural person, the form of the guarantee should comply with the specific requirements for the sureties set out by articles 583 and 584 of the Code of Obligations, otherwise, the personal guarantee or undertaking shall be deemed null and void.

However, in Türkiye, bank refund guarantees are common practice for shipbuilding contracts and the foregoing requirements shall not apply to bank guarantees issued by a bank as a legal commercial entity. In almost all cases, Turkish banks apply Turkish law and local jurisdiction and state that, if the contract is disputed, the refund guarantee shall only be liquidated in accordance with the final arbitration award or the final judgment of the courts.

Law stated - 28 Mayıs 2025

Court-ordered delivery

Are there any remedies available in local courts to compel delivery of the vessel when the yard refuses to do so?

It is possible to apply to the courts and request a precautionary injunction order to deliver the vessel when the yard refuses to deliver it. The court, while granting such an order, would request that the claimant lodge sufficient counter-security in consideration of the potential losses or damages to the opponents if the claimant's request was found to be wrongful.

The claimant should also proceed with the main claim action before the relevant jurisdiction within two weeks for the sake of the precautionary injunction order.

Law stated - 28 Mayis 2025

Defects

Where the vessel is defective and damage results, would a claim lie in contract or under product liability against the shipbuilder at the suit of the shipowner; a purchaser from the original shipowner; or a third party that has sustained damage?

The liability of the shipyard against the original shipowner would be based on contractual liability. If the vessel is sold, the original shipowner shall be held liable to the purchaser in accordance with the provisions of the sale contract.

However, third parties, or a purchaser from the original shipowner whose rights are prejudiced from the defects arising from the fault of the shipbuilder, may bring a tort action against the shipbuilder in accordance with the stipulations of the Code of Obligations.

Law stated - 28 Mayis 2025

SHIP REGISTRATION AND MORTGAGES

Eligibility for registration

**What vessels are eligible for registration under the flag of your country?
Is it possible to register vessels under construction under the flag of your country?**

Commercial vessels owned by Turkish companies or Turkish natural persons, pleasure yachts and vessels used for scientific, sporting or educational purposes can be registered in the Turkish shipping registry. Vessels under construction for Turkish and foreign entities and natural persons may be registered at the registry for vessels under construction.

Turkish commercial vessels exceeding 18 gross tonnage must be registered at the shipping registry.

Law stated - 28 Mayis 2025

Eligibility for registration

Who may apply to register a ship in your jurisdiction?

Natural persons holding Turkish nationality and companies established in Türkiye where most directors are Turkish nationals and majority of the votes representing shares are held by Turkish shareholders, may apply to register a ship. For joint-stock companies, in addition to the foregoing requirements, the shares should be registered and share transfers to foreign entities or natural persons subject to the approval of the board of directors.

Law stated - 28 Mayıs 2025

Documentary requirements

What are the documentary requirements for registration?

The applicant should submit the following documents:

- corporate authorisation of the Turkish company;
- notarised original resolutions of the board of directors of the company for the approval of the purchase and registration in the Turkish shipping registry;
- the notarised original power of attorney giving the necessary power to the applicant if different from the authorised signatory;
- a notarised original circular signatory showing the list of authorised persons empowered to act for and on behalf of the company;
- a certificate of good standing from the Turkish Maritime Chamber of Commerce;
- original or notarised copies of the articles of incorporation along with the amendments;
- an original deletion certificate (if the second-hand vessel is purchased from a foreign seller);
- a non-encumbrance certificate from the previous foreign registry;
- an invoice;
- a notarised and apostilled bill of sale signed by the foreign seller;
- protocols of delivery and acceptance along with their official Turkish translations;
- customs entry document of the vessel; and
- a tonnage certificate duly issued by the Turkish authorities.

If the vessel is to be owned by a Turkish natural person, he or she should provide his or her identity card instead of the corporate documents.

For a foreign new build, the applicant should also submit the shipbuilder's certificate.

Law stated - 28 Mayıs 2025

Dual registration

Is dual registration and flagging out possible and what is the procedure?

Dual registration is not permitted under Turkish law. However, if a Turkish vessel is managed and operated by a foreign entity for a minimum of one year, the vessel, with the formal consent of the Ministry of Transport and Infrastructure, shall fly the foreign flag during the management period. Owners should also provide the Turkish authorities with proof of the formal consent of the flagging-in state for the temporary entry of the vessel into their (bareboat) registry.

If a foreign vessel is managed and operated by Turkish entities for a minimum period of one year, the vessel, with the consent of the Ministry of Transport and Infrastructure, shall fly the Turkish flag during the management period. The applicant should also submit the official consent of the foreign owner along with the regulation of the foreign country enabling the temporary change of flag. In this case, the vessel shall be registered at the bareboat registry. If the majority of the votes representing the shares are not granted to Turkish citizens in that (Turkish) management or operating (or bareboat charterer) company, the shares are not registered and the share transfer to foreign entities or natural persons does not require the approval of the board of directors, however, the vessel is still allowed to fly the Turkish flag but would not benefit from cabotage rights.

Law stated - 28 Mayıs 2025

Mortgage register

Who maintains the register of mortgages and what information does it contain?

Mortgages are registered in the vessel's registry records at the shipping registry. The registrar should record the name of the mortgagee, the amount, the interest rate and type of the mortgage, the degree of the mortgage, the notary certificate showing the number and date of the mortgage agreement executed before the notary public, and further information related to the principal claim for which the mortgage has been created as a security.

Law stated - 28 Mayıs 2025

LIMITATION OF LIABILITY

Regime

What limitation regime applies? What claims can be limited? Which parties can limit their liability?

Türkiye adopts the regime of the Convention on Limitation of Liability for Maritime Claims (LLMC) 1976 and its 1996 Protocol shall be applied to all vessels irrespective of their flag.

The claims mentioned in article 2 of the LLMC are subject to a limitation of liability except for claims under article 2(1)(d) and (e) as Türkiye reserves the right to exclude the application of the above-mentioned claims. Türkiye also reserves the right to exclude the claims for damage within the meaning of the International Convention on Liability and Compensation

for Damage in Connection with the Carriage of Hazardous and Noxious Substances by Sea 1996, or of any amendment or protocol related thereto.

All persons under article 1 of the LLMC including the persons who are defined under the first paragraph of article 15 of the LLMC can limit their liabilities.

Law stated - 28 Mayıs 2025

Procedure

What is the procedure for establishing limitation?

Setting up a limitation fund occurs through a court action before the competent court as mentioned in article 1348 of the Turkish Commercial Code (TCC). The fund shall be calculated based on the tonnage of the vessel and established for the maximum liability. This amount (converted to Turkish lira from special drawing rights) shall be deposited in an interest-bearing account. The deposit can be in the form of a bank letter of guarantee; however, in that case, the bank should undertake to also pay the interests accrued until the distribution of the fund is completed.

According to article 1335 of the TCC, limitation of liability is also a defence that can be brought by any person without establishing the fund. A shipowner or other entitled person may apply to request the constitution of a limitation fund via the competent court as mentioned in article 1348 of the TCC before the legal proceedings have been initiated and before it has needed to respond to a claim that has already been commenced.

Law stated - 28 Mayıs 2025

Break of limitation

In what circumstances can the limit be broken? Has limitation been broken in your jurisdiction?

In line with the provisions of article 4 of the LLMC, liability shall not be limited if the loss or damage is the result of the intention to cause such loss or damage, or of reckless actions performed in the knowledge that such loss would probably result. There has been no case in which limitation was broken. Pursuant to article 1334 of the TCC, the fund will be allocated between the creditors considering their priority without prejudice to their further rights if limitation is broken.

Law stated - 28 Mayıs 2025

Passenger and luggage claims

What limitation regime applies in your jurisdiction in respect of passenger and luggage 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.

Law stated - 28 May 2025

PORT STATE CONTROL

Authorities

Which body is the port state control agency? Under what authority does it operate?

The port state control that includes marine transport is making progress with international standards determined in the international conventions to which Türkiye is a party, and national regulations administered by the Ministry of Transport and Infrastructure within the scope of the Mediterranean Memorandum of Understanding agreed in 1997 and the Black Sea Memorandum of Understanding agreed in 2006.

Port state control is operated through Boards of Ship Surveys in the Harbour Master offices under the authority of the Ministry of Transport and Infrastructure.

Law stated - 28 May 2025

Sanctions

What sanctions may the port state control inspector impose?

The port state inspector must detect the 'detention circumstance' criteria stated in section 3 of the Regulation on Port State Control, under the relevant clauses of the Mediterranean Memorandum of Understanding (MoU) and Black Sea MoU (to which Türkiye is a party) and the port state control procedure clauses that are included in the International Maritime Organization's general assembly resolution A.1052(27).

When the port state inspector decides whether there is a need to detain a vessel that has deficiencies, he or she evaluates whether the vessel has good and valuable documents and whether it is equipped with a suitable crew according to the minimum safe manning certificate.

During the inspection, the port state inspector evaluates whether the vessel and its crew for the specific voyage can do the following:

- navigate safely;
- exercise due care in the matter of safely loading, discharging and controlling safely;
- work the equipment and machines in the engine room;
- carry out suitable handling and steering;
- effectively fight any fire on board, if necessary;
- abandon ship quickly and safely and, if necessary, perform rescue and salvage operations; prevent pollution;
- maintain sufficient balance;

- maintain water tightness;
- communicate throughout the entire voyage in an emergency situation, if necessary; and
- maintain health and safety, living and working conditions on board throughout the whole voyage; and collect the maximum information if an accident occurs.

If the detected deficiencies cannot be improved in a short time at the port of detention, the port state inspector may let the vessel sail to the nearest convenient port (nominated by the inspector) where the vessel can remove the deficiencies within as short a time as possible, and in all cases, within 30 days.

Punitive sanctions can be imposed, as set out under article 20 of Law No. 4922 on the Safety of Life at Sea.

Law stated - 28 Mayıs 2025

Appeal

What is the appeal process against detention orders or fines?

It is possible to object to the administrative body of the port authority within one month of the date of detention of the vessel or sanction by a vessel's owner, manager or agent to a detention order, an order prohibiting entry into the harbour imposed by the port state inspector. However, the objection does not have a suspensive effect.

Monetary fines and administrative decisions may be challenged before the administrative courts.

Law stated - 28 Mayıs 2025

CLASSIFICATION SOCIETIES

Approved classification societies

Which are the approved classification societies?

The list of classification societies approved in Türkiye is as follows:

- American Bureau of Shipping;
- Bureau Veritas SA;
- DNV AS;
- Korean Register of Shipping;
- Lloyd's Register of Shipping;
- Nippon Kaiji Kyokai;
- RINA Services SpA; and
- Turkish Lloyd.

Law stated - 28 Mayıs 2025

Liability

In what circumstances can a classification society be held liable, if at all?

There are no direct rules regulating the liabilities of classification societies. Therefore, general rules and terms of agreements shall be considered in evaluating whether liability is attributable to a classification society.

In consideration of the contractual relationship between classification societies and owners, classification societies may be held liable in the event of a breach of contractual terms. However, under the principle of trust and of contract with protective effect towards third parties, classification societies may be faced with non-contractual liability because of their tortious acts. Pursuant to recent cases, agreements to which the classifications societies are party are interpreted as attorney (agency) agreements and such type of agreements confer a particular and more diligent obligation on the contractual parties when fulfilling their obligations. In this respect, if classification societies breach such obligation, third parties may be entitled to claim damages under the principle of trust as well as the principle of contract with protective effect towards third parties.

Law stated - 28 May 2025

COLLISION, SALVAGE, WRECK REMOVAL AND POLLUTION

Wreck removal orders

Can the state or local authority order wreck removal?

The state authorities can order wreck removal. Shipowners, masters and agents shall be obliged to remove the wreck and properties within the time frame granted by the harbour master if the position of the wreck prevents safe and secure navigation in the port area. The interested parties shall be notified for the granted period either by notification or an announcement in a newspaper.

In addition, the harbour master is entitled to take any preventive actions needed, including removal of the wreck, if the position of the wreck prevents free navigation in ports, straits or other waterways or in the case of a risk of environmental pollution and the harbour master may sell the wreck emergency basis. In this regard, the authorities and harbour masters can take the necessary action to remove wrecks without the need to comply with the rules and procedures.

Law stated - 28 May 2025

International conventions

Which international conventions or protocols are in force in relation to collision, wreck removal, salvage and pollution?

- 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;
- 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), approved by Türkiye in 1990, and its 1997 Protocol;
- the Protocol on Preparedness, Response and Co-operation to Pollution Incidents by Hazardous and Noxious Substances, 2000;
- the International Convention on Maritime Search and Rescue, and its amendments;
- 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.

Law stated - 28 Mayıs 2025

Salvage

Is there a mandatory local form of salvage agreement or is Lloyd's standard form of salvage agreement acceptable? Who may carry out salvage operations?

There is no mandatory local form of salvage agreement. The Directorate General of Coastal Safety, which is a state-owned organisation, has monopoly rights in the Turkish Straits, Marmara Sea and in some adjacent areas for salvage operations where they offer a salvage agreement called the Turkish Salvage Agreement (Turks) 2015.

Apart from the aforementioned areas, salvage operations may be undertaken by any Turkish person or entity. Except for monopoly areas granted to The Directorate General of Coastal Safety, private salvage companies may offer or accept Lloyd's standard form of salvage agreement or other salvage agreements.

Law stated - 28 Mayıs 2025

SHIP ARREST

International conventions

Which international convention regarding the arrest of ships is in force in your jurisdiction?

Türkiye has ratified the International Convention on Arrest of Ships 1999 and it came into effect on 3 May 2019. Nevertheless, the Turkish Commercial Code (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.

Law stated - 28 Mayıs 2025

Claims

In respect of what claims can a vessel be arrested? In what circumstances may associated ships be arrested? Can a bareboat (demise) chartered vessel be arrested for a claim against the bareboat charterer? Can a time-chartered vessel be arrested for a claim against a time-charterer?

A vessel, irrespective of its flag or the law governing the claim, may be arrested for maritime claims under article 1352 of the TCC same 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 allowed.

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.

Law stated - 28 Mayıs 2025

Maritime liens

Does your country recognise the concept of maritime liens and, if so, what claims give rise to maritime liens?

Yes. Article 1320 of the TCC regulates the types of claims providing a right to the maritime lien with the creditor. The following claims arising against the owner, demise charterer, manager or operator of the vessel grant a claim right on the vessel to their creditors:

- claims for wages and other sums due to seamen in respect of their employment on the vessel, including costs of repatriation and social insurance contributions payable on their behalf;
- claims in respect of loss of life or personal injury occurring, whether on land or on water, in direct connection with the operation of the vessel;
- the salvage cost;
- duties to be paid for port, canal, other waterway and pilotage;
- claims based on tort arising out of physical loss or damage caused by the operation of the vessel other than loss of or damage to cargo, containers and passengers' effects carried on the vessel; and
- the general average contribution credit claims.

Law stated - 28 May 2025

Wrongful arrest

What is the test for wrongful arrest?

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.

Law stated - 28 May 2025

Bunker suppliers

Can a bunker supplier arrest a vessel in connection with a claim for the price of bunkers supplied to that vessel pursuant to a contract with the charterer, rather than with the owner, of 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.

Law stated - 28 May 2025

Security

Will the arresting party have to provide security and in what form and amount?

Yes, 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.

Law stated - 28 Mayıs 2025

Security

How is the amount of security the court will order the arrested party to provide calculated and can this amount be reviewed subsequently? In what form must the security be provided? Can the amount of security exceed the value of the ship?

The shipowner or debtor may demand that the court lift the arrest in return for sufficient security corresponding to the maritime claim amount plus interest and expenses, provided that this amount does not exceed the value of the vessel. 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.

Law stated - 28 Mayıs 2025

Formalities

What formalities are required for the appointment of a lawyer to make the arrest application? Must a power of attorney or other documents be provided to the court? If so, what formalities must be followed with regard to these documents?

Under Turkish law, the lawyer should be empowered by the power of attorney that is to be notarised by the notary public. The notarisation can be done either abroad or in Türkiye if the representative of the corporation or the master is in Türkiye. If the notarisation is effected abroad then the document should be apostilled if the issuing country is a party to the Apostille Convention; if not, the document should be legalised by the Turkish Embassy or Consulate. Having said this, Türkiye is a signatory to the Apostille Convention. If the power of attorney is issued, notarised and apostilled abroad, it should be translated into Turkish by a sworn public translator and notarised again by the Turkish notary. If it is not possible to issue the power of attorney, then an extension can be requested from the court for submitting the same. The copy of the power of attorney can be submitted to the court electronically but the lawyer must keep the original in its office. Accordingly, it is crucial to have all the documentation and the power of attorney a few days before applying to the court for the arrest to have sufficient time for translation of the supporting documents for the arrest and for the power of attorney.

Law stated - 28 Mayıs 2025

Ship maintenance

Who is responsible for the maintenance of the vessel while under 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 the vessel may incur during the period of arrest.

Law stated - 28 Mayıs 2025

Proceedings on the merits

Must the arresting party pursue the claim on its merits in the courts of your country or is it possible to arrest simply to obtain security and then pursue proceedings on the merits elsewhere?

It is possible to make an arrest simply to obtain security and then pursue proceedings on the merits before the relevant jurisdiction, therefore, an arrest in Türkiye does not seize jurisdiction for principal legal action that must be commenced in one month from the arrest to maintain the arrest.

Law stated - 28 Mayıs 2025

Injunctions and other forms of attachment

Apart from ship arrest, are there other forms of attachment order or injunctions available to obtain security?

No, as article 1353 of the TCC clearly stipulates that a vessel may only be arrested in respect of a maritime claim.

Law stated - 28 Mayıs 2025

Delivery up and preservation orders

Are orders for delivery up or preservation of evidence or property available?

The 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.

However, 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.

Law stated - 28 Mayis 2025

Bunker arrest and attachment

Is it possible to arrest bunkers in your jurisdiction or to obtain an attachment order or injunction in respect of bunkers?

The law does not describe a direct remedy for bunker arrest. However, under the principle and interpretation of precautionary injunction orders, arresting bunkers is possible.

Law stated - 28 Mayis 2025

JUDICIAL SALE OF VESSELS

Eligible applicants

Who can apply for judicial sale of an arrested vessel?

Any creditor who has an enforceable legal title against the owner of the vessel, irrespective of whether it is the arresting party, may apply for the judicial sale of an arrested vessel.

Law stated - 28 Mayis 2025

Procedure

What is the procedure for initiating and conducting judicial sale of a vessel? How long on average does it take for the judicial sale to be concluded following an application for sale? What are the court costs associated with the judicial sale? How are these costs calculated?

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.

Law stated - 28 May 2025

Claim priority

What is the order of priority of claims against the proceeds of sale?

The order of priority of claims against the proceeds of sale is as follows:

- cost of the forced sale, custody and maintenance of the vessel, and the wages and other receivables of the master and crew, for the period from the arrest of the vessel until signing off;
- cost of removal or salvage, or both, of a wrecked, stranded or sunken vessel by public authorities to ensure safe navigation or to protect the environment;
- claims granting maritime lien rights;
- shipyard claims if the vessel is subject to a forced sale while in the possession of that shipyard;
- customs taxes and duties, and other taxes levied on the vessel;
- ship mortgages or other statutory liens;
- maritime claims that do not take priority over the specific claims above; and
- other ordinary claims against the owner.

Law stated - 28 Mayıs 2025

Legal effects

What are the legal effects or consequences of judicial sale of a vessel?

The successful buyer shall obtain a clean title on the vessel, free of all liens and encumbrances. The auction publication shall include the notice that the vessel will be sold free from any in rem or in personam rights or encumbrances unless the buyer consents to undertake such encumbrances.

Law stated - 28 Mayıs 2025

Foreign sales

Will judicial sale of a vessel in a foreign jurisdiction be recognised?

Yes, the judicial sale of a Turkish-flagged vessel in a foreign jurisdiction shall be recognised. Accordingly, all encumbrances pertaining to the vessel shall be deleted from the ship registry provided that, at least 30 days before the auction takes place, the authority conducting the judicial sale of the vessel informs the Turkish ship registry, the owners and the concerned parties who appear to hold a right on the vessel according to the ship registry records about the auction, and also provided that the auction is published in a national newspaper with a circulation above 50,000 copies per issue.

Law stated - 28 Mayıs 2025

International conventions

Is your country a signatory to the International Convention on Maritime Liens and Mortgages 1993?

Türkiye is a signatory to the International Convention on Maritime Liens and Mortgages 1993 and ratification procedures of the Convention are ongoing. However, the Turkish Commercial Code incorporates most of the rules of the International Convention on Maritime Liens and Mortgages 1993.

Law stated - 28 Mayıs 2025

CARRIAGE OF GOODS BY SEA AND BILLS OF LADING

International conventions

Are the Hague Rules, Hague-Visby Rules, Hamburg Rules or some variation in force and have they been ratified or implemented without ratification? Has your state ratified, accepted, approved or acceded to the UN Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea? When does carriage at sea begin and end for the purpose of application of such rules?

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. In this respect, the period when carriage at sea begins and ends is stipulated under article 1178 of the Turkish Commercial Code, which appears to be a translation of article 4, subparagraph 2 of the Hamburg Rules.

Law stated - 28 Mayıs 2025

Multimodal carriage

Are there conventions or domestic laws in force in respect of road, rail or air transport that apply to stages of the transport other than by sea under a combined transport or multimodal bill of lading?

The conventions and domestic laws in force in respect of road, rail and air transport are as follows.

Road

- The Convention on the Contract for the International Carriage of Goods by Road 1956 (Geneva), amended by the 1978 Protocol, duly entered into force 1993;
- the Road Transportation Code No. 4925, duly entered into force in 2003; and
- Regulation No. 27225 on Road Transportation, duly entered into force in 2009.

Rail

- The Contract of International Carriage of Goods by Rail duly entered into force in 1930; and

- the Convention concerning International Carriage by Rail and its Protocol.

Air

- The Warsaw Convention for the Unification of Certain Rules relating to International Carriage by Air (1929);
- the Hague Protocol to Amend the Warsaw Convention (1955); and
- the Convention for the Unification of Certain Rules for International Carriage by Air 1999 (Montreal), duly entered into force in 2010.

Law stated - 28 May 2025

Title to sue

Who has title to sue on a bill of lading?

In principle, the shipper, consignee, carrier and third-party endorsee have title to sue on a bill of lading.

Law stated - 28 May 2025

Charter parties

To what extent can the terms in a charter party be incorporated into the bill of lading? Is a jurisdiction or arbitration clause in a charter party, the terms of which are incorporated in the bill, binding on a third-party holder or endorsee of the bill?

Charter-party terms can be incorporated into a bill of lading provided that the bill of lading includes such an incorporation clause with clear reference (such as the date of the charter party).

Charter-party terms, including jurisdiction or arbitration clauses that are validly incorporated into a bill of lading, are binding on a third-party lawful holder of the bill, provided that a copy of the charter party is presented.

Law stated - 28 May 2025

Demise and identity of carrier clauses

Is the 'demise' clause or identity of carrier clause recognised and binding?

The 'demise' clause or identity of carrier clause may be recognised to the extent that TCC compulsorily provides that the contractual the actual carriers are severally liable.

Law stated - 28 May 2025

Shipowner liability and defences

Are shipowners liable for cargo damage where they are not the contractual carrier and what defences can they raise against such liability? In particular, can they rely on the terms of the bill of lading even though they are not contractual carriers?

Where, and to the extent that both the carrier and the actual carrier are liable, their liability is joint and several. If an action is brought against the shipowners, the same defences and limits of liability may be relied on as those conferred on the contracting carrier. Shipowners may, therefore, rely on the terms of the bill of lading.

Law stated - 28 May 2025

Deviation from route

What is the effect of deviation from a vessel's route on contractual defences?

If the deviation is inevitable as a consequence of justified reasons, the parties' rights and obligations shall not be affected and the shipowners shall not be held liable for the losses that might be incurred as a result.

Law stated - 28 May 2025

Liens

What liens can be exercised?

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.

Law stated - 28 May 2025

Delivery without bill of lading

What liability do carriers incur for delivery of cargo without production of the bill of lading and can they limit such liability?

If the bill of lading is issued to the order, the master must deliver the cargo upon presentation of all copies of the bill of lading. Otherwise, responsibility towards the rightful owner shall remain. If the bill of lading is not issued to the order and the shipper and the consignee give the relevant consent, the cargo may be redelivered or delivered without the production of any copies of the bill of lading. However, the carrier may ask for certain guarantees to be provided. As this is mandatory, any clause restricting or removing such obligations shall be interpreted as null and void. Liability shall not, therefore, be limited by way of a letter of indemnity.

Law stated - 28 Mayis 2025

Shipper responsibilities and liabilities

What are the responsibilities and liabilities of the shipper?

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 forbidden 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.

Law stated - 28 Mayis 2025

SHIPPING EMISSIONS

Emission control areas

Is there an emission control area (ECA) in force in your domestic territorial waters?

Although the declaration of the Marmara Region as an ECA is on the agenda, there is no ECA in any Turkish domestic territorial waters.

Law stated - 28 Mayis 2025

Sulphur cap

What is the cap on the sulphur content of fuel oil used in your domestic territorial waters? How do the authorities enforce the regulatory requirements relating to low-sulphur fuel? What sanctions are available for non-compliance?

The cap on sulphur content is set at 0.5 per cent as per the International Convention for the Prevention of Pollution from Ships (MARPOL), Annex VI. Additionally, pursuant to the regulation published by the Ministry of Environment, the cap on grade 1 marine diesel oil is 0.1 per cent by mass, and the same cap is applicable for fuel intended to be loaded on marine vehicles sailing in inland waters and on vessels at dock. Any contradictory act may risk the arrest of the vessel and the imposition of an administrative fine. However, it is currently not established how, or by which state authority, the fines for non-compliance with Annex VI of MARPOL will be imposed.

Law stated - 28 Mayıs 2025

SHIP RECYCLING

Regulation and facilities

What domestic or international ship recycling regulations apply in your jurisdiction? Are there any ship recycling facilities in your jurisdiction?

The Regulation of Ship Recycling and the Regulation on Importation Wrecks and Recycling Ships are the domestic regulations, and the Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships are the international regulations that apply in the Turkish jurisdiction.

There are many ship recycling facilities located in Aliğa, Izmir.

Law stated - 28 Mayıs 2025

JURISDICTION AND DISPUTE RESOLUTION

Competent courts

Which courts exercise jurisdiction over maritime disputes?

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.

Law stated - 28 Mayıs 2025

Service of proceedings

In brief, what rules govern service of court proceedings on a defendant located out of the jurisdiction?

International treaties, bilateral agreements, international legal assistance rules and the Code of Notification No. 7201 describe the rules governing service of court proceedings. Türkiye

has entered into various bilateral agreements with regard to the service of judicial documents and is also a party to the Convention on Civil Procedure 1954 and the Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters 1965.

Law stated - 28 Mayıs 2025

Arbitration

Is there a domestic arbitral institution with a panel of maritime arbitrators specialising in maritime arbitration?

No. There are arbitral institutions but there is not a specialist maritime arbitration institution.

Law stated - 28 Mayıs 2025

Foreign judgments and arbitral awards

What rules govern recognition and enforcement of foreign judgments and arbitral awards?

The rules governing recognition and enforcement of foreign judgments and awards are stipulated in articles 50 to 63 of the International Private and Procedure Law. In this respect, while considering whether the foreign judgment is enforceable in Türkiye, the judge shall consider the following conditions:

- whether there is an agreement, provision of law or de facto reciprocity between Türkiye and the country where the award is rendered enabling the judgment to be enforced;
- whether the judgment is rendered by a court that was not entitled to conduct the judgment based on the grounds of lack of connection with respect to the matter in dispute or parties to the dispute, provided that an objection is raised by the defendant;
- whether the judgment is explicitly contrary to public policy; and
- whether the party against whom enforcement action has been started in Türkiye has objected to the enforcement request on the grounds of at least one of the following issues:
 - the party was duly summoned to the court or duly presented before the court that rendered the foreign judgment, in accordance with the procedural rules of the foreign country law; or
 - the judgment was rendered in the absence of the party, contrary to the concerned procedural rules.

Law stated - 28 Mayıs 2025

Asymmetric agreements

Are asymmetric jurisdiction and arbitration agreements valid and enforceable in your jurisdiction?

For an arbitration clause or agreement to be valid under Turkish law, it shall be in writing by means of letter, telegraph, telex, fax or other means of communication and it shall demonstrate the clear intention of the parties to settle their disputes via arbitration for a dispute arising at present or in the future from an existing legal relationship. The arbitration agreement may be signed for settling part of the dispute. The law has not been established for asymmetric arbitration clauses where the Court of Appeal thinks that the validity of each asymmetric arbitration clause shall be interpreted in accordance with the particularities of each case.

Law stated - 28 Mayıs 2025

Breach of jurisdiction clause

What remedies are available if the claimants, in breach of a jurisdiction clause, issue proceedings elsewhere?

There are no domestic remedies for this situation if proceedings are initiated elsewhere in breach of a jurisdiction clause that refers to Turkish courts. However, if proceedings are initiated in Türkiye in breach of a jurisdiction clause that refers to another jurisdiction, then the defendant may object to jurisdiction within the time frame designated under the Code of Civil Procedure, requesting that the claim be dismissed on the grounds of a lack of jurisdiction. If the jurisdiction of Turkish courts is defined as a requirement of public policy and not only in contractual terms, the judge may, ex officio, dismiss the claim on the grounds of a lack of jurisdiction, where such an objection may be argued until the judgment is rendered.

Law stated - 28 Mayıs 2025

Breach of jurisdiction clause

What remedies are there for the defendant to stop domestic proceedings that breach a clause providing for a foreign court or arbitral tribunal to have jurisdiction?

Pursuant to the Code of International Private and Civil Procedure and the Code of International Arbitration, if any objection has been made by the defendant to stop domestic proceedings that breach a clause providing an arbitral tribunal to have jurisdiction, the domestic court makes a prima facie evaluation on the enforceability of the arbitration agreement. If the arbitration agreement is deemed valid by the domestic court, the court would render a decision on lack of competence. Similarly, if the defendant's objection is in accordance with the jurisdiction of a foreign court, the domestic court renders a decision of lack of competence.

Law stated - 28 Mayıs 2025

LIMITATION PERIODS FOR LIABILITY

Time limits

What time limits apply to claims? Is it possible to extend the time limit by agreement?

These are as follows:

- two years for claims arising out of salvage or wreck removal;
- one year for claims granting creditors maritime lien rights;
- 10 years for compensation for loss of life or passenger injury;
- two years for claims arising out of passenger contracts and damage or loss of luggage;
- one year for claims arising out of charter parties, contracts of carriage or bills of lading; and
- one year (statutory time bar) for claims arising out of damage, loss or late delivery of cargo.

The action of recourse against the party liable may be started after the lapse of this period. However, the right to start an action of recourse shall be statute-barred within 90 days if the party entitled to start a claim of recourse does not exercise this right, starting from the date the entitled party paid the indemnity or from the date of the claim petition with regard to the indemnity claim as served on the entitled party. The period for claims arising out of damage, loss or late delivery of cargo shall be extended by mutual agreement, to be made after the occurrence of the grounds for action:

- one year for general average contribution; and
- two years for claims arising from a collision.

Türkiye also suspended all limitations between 13 March 2020 and 15 June 2020. Any suspended time is added to a limitation period.

If the incident concerns criminal liability the time limit can be longer.

Law stated - 28 Mayıs 2025

Court-ordered extension

May courts or arbitral tribunals extend the time limits?

Neither courts nor arbitral tribunals may extend the time limit. However, if the liable party acts maliciously to prevent the entitled party from bringing an action within the time limits, the liable party cannot rely on such an objection and the time limit shall be deemed to be started from the date the entitled party acknowledges the incident.

Law stated - 28 Mayıs 2025

MISCELLANEOUS

Maritime Labour Convention

How does the Maritime Labour Convention apply in your jurisdiction and to vessels flying the flag of your jurisdiction?

Türkiye is a party to the Maritime Labour Convention but has not fully completed the necessary ratification procedures and, therefore, in principle, the rules of the convention do not apply directly to disputes heard by Turkish courts. However, in practice as the contracts of employment incorporate Maritime Labour Convention 2006, the courts do apply the terms to the disputes. However, legislative procedures have been commenced for the ratification of the convention and remain ongoing.

Law stated - 28 Mayıs 2025

Relief from contractual obligations

Is it possible to seek relief from the strict enforcement of the legal rights and liabilities of the parties to a shipping contract where economic conditions have made contractual obligations more onerous to perform?

Pursuant to article 138 of the Code of Obligations, and under the interpretation of the theory of unpredictability, a party to a shipping contract may ask the court to modify the contract to meet new conditions or to renege on the contract if adaptation is not possible, provided that the following conditions are met:

- the occurrence of an extraordinary event that was unpredictable or could not have reasonably been predicted by the parties when the contract was signed;
- the occurrence of the event shall not result from the acts of the debtor;
- the unpredicted circumstances shall have made the performance of the obligations of the debtor excessively onerous, to the extent that their performance contradicts the principle of good faith; and
- the debtor shall not have fulfilled its obligations or shall have fulfilled its obligations notwithstanding the rights arisen therefrom.

Law stated - 28 Mayıs 2025

Other noteworthy points

Are there any other noteworthy points relating to shipping in your jurisdiction not covered by any of the above?

Under the provisions stipulated with regard to arrest in Türkiye, the vessel must be in a Turkish port or at anchor without a transit regime or its transit passage should be broken for another reason for the arrest to be sought. An arrest order is not granted by courts when a vessel is on her way to port or anchorage.

Law stated - 28 Mayıs 2025

UPDATE AND TRENDS

Key developments of the past year

Are there any emerging trends or hot topics that may affect shipping law and regulation in your jurisdiction in the foreseeable future?

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.

Law stated - 28 Mayıs 2025