

## Court of Appeal: Employers can Terminate Employment Agreements with Valid Reason if the Employee Photocopies Documents Containing Confidential Business Information without Permission

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Article 25/II of the Employment Law numbered 4857 ("**Employment Law**") states that employers will have the right to immediately terminate employment agreements with a valid reason and without any compensation if employees act "*against moral and good faith principles*". Subparagraph "e" of the same provision states that if;

*"The employee abuses the employer's trust, steals, reveals the employer's occupational secrets, or acts in any way against truth and loyalty"*

the employer will again have the right to terminate the employment agreement with a valid reason.

In the case at hand, the employment agreement of an employee who photocopied documents that contained confidential business information was terminated with a valid reason in accordance with article 25/II-e of the Employment Law stated above, and the employee initiated a lawsuit claiming his severance and notice payments. The local court has accepted the employee's claims.

However, the employer has appealed against the local court's decision, and the 9<sup>th</sup> Civil Chamber of the Court of Appeal has reversed the local court's judgment with its decision dated 19 December 2019 with file numbers 2016/26856 E. and 2019/22796 K.

The Court of Appeal has stated that;

- Article 25 of the Employment Law lists the circumstances which are against moral and good faith principles,
- Abusing the employer's trust, stealing, revealing the employer's occupational secrets, or acting against truth and loyalty will grant the employer the right to terminate the employment agreement with a valid reason,
- The circumstances stated in the law are not limited and that other actions which have not been specified may grant the right to termination with a valid reason,
- The actions of the employee who did not have the authorization or permission to photocopy such documents is against the truth and loyalty,
- Therefore, the employee's severance and notice payment claims must be rejected.

The full text of the 9<sup>th</sup> Civil Chamber of the Court of Appeal's decision dated 19 December 2019 with file numbers 2016/26856 E. and 2019/22796 K. is available at this [link](#) (only available in Turkish).

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