

The Grand General Assembly on the Unification of Judgements of Supreme Court Decided that there is No Need for Unification of Judgements on whether it could be Proven with other Evidence that the Check is Transferred with Indorsement of Pawn in Case it is not Written on It

23 Jun 2022

The Grand General Assembly on the Unification of Judgements of Supreme Court ("**Grand General Assembly**") evaluated a request for unification of the judgements on whether it can be proven with other evidence that the check is transferred with indorsement of pawn in case it is not written on it. The court found no need for unification of the judgements since the judgements subject to the violation must be continuous in order to be able to decide on the unification of the judgements.

The application for the unification of the judgements is based on the claim that there is a conflict of opinion on the subject between the Supreme Court Assembly of Civil Chambers, the 11th Civil Chamber of the Supreme Court, the 12th Civil Chamber of the Supreme Court and the closed 19th Civil Chambers of the Supreme Court:

- The 11th Civil Chamber of the Supreme Court is of the opinion that if the creditor accepts that he has received the check as a guarantee of his receivables, or if it is recorded in the check deposit slip or records of the holder creditor bank that he took the check for pawn purposes, it can be accepted that the check has been taken over with indorsement of pawn, even if it is not written on it.
- The 12th Civil Chamber of the Supreme Court, on the other hand, stated that for a check to be accepted as collateral, it is not necessary just to have "guarantee" written on the check, even if it is written, it is not sufficient to just annotate it as "guarantee", instead what is guaranteed should be clearly stated and it should be proved to be given as a guarantee. The court is of the opinion that a separate contract or the acceptance of the claim by the creditor in this direction may also be sufficient.
- Finally, the 19th Civil Chamber of the Supreme Court, which was closed, is of the opinion that unless there is a record of the indorsement of pawn in the indorsements on the check, it cannot be proved that the check has been transferred with the indorsement of pawn, with documents other than the check.

As a result of its examinations, Grand General Assembly underlined that it would not be sufficient to have only conflicting decisions in order to make a decision to unify the judgements, and that the decisions of the Supreme Court Civil Chambers, which were the subject of the unification of the judgements, should be regularly and consistently different.

Consequently, the Great General Assembly stated that the decisions regarding the violation of judgements between the Supreme Court Assembly of Civil Chambers, the 11th Civil Chamber of the Supreme Court, the 12th Civil Chamber of the Supreme Court and the closed 19th Civil Chambers of the Supreme Court do not show continuity and have not yet gained stability and decided that there is no need for a decision to unify the judgements at this stage.

The full text of the decision dated 22 October 2021 and numbered 2012/2, which was published in Official Gazette dated 14 December 2021 and numbered 31689, can be found at the [link](#). (Only available in Turkish)

Related Practices

- [Corporate and Commercial Litigation](#)

Related Attorneys

- [NEJLA AYDIN ÖZER](#)
- [SEV? ?SLAMAGEÇ](#)

Moroglu Arseven | www.morogluarseven.com