

April Bulletin

# JOURNAL

2025



 Pi Legal  
Consultancy





## About us

Pi Legal Consultancy is a legal & business consulting international law **Firm in Turkey**. We have four offices based in **Istanbul, Ankara and Batman**. We also enjoy solution partners and lawyers based in most **European Countries, Canada and the United States**.

The year 2025 marked the formal recognition of PiLC's global excellence in banking and finance law. Global Law Experts, a prominent legal platform based in the United Kingdom, honored our client-focused approach and strategic achievements with the prestigious Banking and Finance Law Experts of the Year award. PiLC has also received the 2024 Global Recognition Award as a testament to its exceptional performance, innovative services, and unwavering commitment to client satisfaction. Based on a detailed overview of our client profiles, our service quality, the satisfying nature of our articles and papers together with our marketing and branding efforts. Pi Legal Consultancy [PiLC as trademark] has been chosen by the London-based Prestige Awards Group for the award about the international law firm of the year.

Currently PiLC delivers legal consultation to eminent companies including Igenomix, SEI Robotics, Shenzhen Metatmos Co., Homatics and Vitrolife Group and landmark international organizations such as the World Bank Group and the Commission of European Union.



We offer business and legal consultancy and advocacy in key legal areas, among others, international trade, law of obligations, oil and gas sector, healthcare, real estate.

For more information about our work and all legal services, please visit our website [www.pilc.law](http://www.pilc.law) and linkedin page [www.linkedin.com/company/pi-legal-consultancy](https://www.linkedin.com/company/pi-legal-consultancy)

# Countries We Work

Canada - United States - United Kingdom - Belgium Germany -  
Denmark - Poland - Kuwait -Tanzania - China  
Saudi Arabia - Iran - European Union Countries - African Countries



## **Article Series of Pi Legal Consultancy Continues....**

Pi Legal Consultancy continues to offer free legal and business guidance through the articulation of trending articles and papers.

Our first article is about Turkish Citizenship by Marriage. All of the most asked questions are answered including:

**How to get Turkish citizenship by marriage?**

**Can I live in Turkey if I marry a Turkish citizen?**

**How is Turkish Citizenship by Marriage possible?**

**What are conditions for Turkish citizenship by marriage?**

**What if a Turkish citizen spouse dies after the application for Turkish citizenship by marriage?**

**What if the marriage ends based on a court decision after acquiring Turkish citizenship by marriage?**



# News & Insights & Legal Alerts

Pi Legal Consultancy is also going on publishing legal alerts covering the most updated developments in Turkey. Our one of recent legal alerts covers a brief analysis of the Revision of the Regulation on the Implementation of Industrial Property Law. The amendment has been made as after the circuit of the Official Gazette dated March 15, 2025 and numbered 32842. Our article provides a concise overview of the changes introduced by the new Regulation and examines their potential implications for the Turkish IP market.

In this context,

Turkey has introduced a noteworthy amendment to the Regulation on the Implementation of the Industrial Property Law, particularly focusing on administrative cancellation procedures for registered trademarks. It has been established that the new powers granted to TÜRKPATENT by the Revision of the Regulation on the Implementation of Industrial Property Law reflect a shift toward more centralized and efficient enforcement of IP rights. However, questions remain regarding how extensively the Office will assess the substantive merits of trademark files in practice. Stakeholders in the IP field should monitor the application of these provisions closely in the coming months.



## References & Long Term Consultation

Pi Legal Consultancy family is honored to deliver consultation and representation to the European Commission of the European Union for the case on enforcement and recognition of foreign court judgments in Turkey.

Pi Legal Consultancy is very pleased to make a significant contribution to the upcoming 2025 Business Ready (B-READY), a full-fledged report that will be issued by the World Bank Group analyzing company formation, licensing and registration obligations for foreign direct investments including payment systems or health care providers.

## Our References



VITROLIFE GROUP™



Embassy of Portugal



## Case Analysis

# Contract Law: Fundamental Breach of Contract

### Introduction

There is no doubt that one of the core principles of Contract Law is that the parties are obliged to perform their mutual obligations within the framework of foreseeability and good faith. This obligation ensures the reliability of the contract and the stability of the legal relationship between the parties. Especially in contracts that impose mutual obligations, it is critically important to clearly and precisely define both the order of performance and the respective obligations, in order to prevent any loss of rights. Drafting contract provisions in a clear, explicit, and foreseeable manner helps avoid potential disputes and contributes to the effective implementation of the contract.

### Case Summary

Pi Legal Consultancy has offered an embracing legal guidance and representation services to one of landmark international companies located abroad. The present case demonstrates the seriousness of potential legal consequences due to the violation of contract articles between parties. It necessarily means that contracts between cross-border parties must be drafted very carefully and properly.

In the case at hand, an Agreement was signed between the parties for the development of a software programme explicitly providing that the developer's obligation to deliver the project is a precondition for the payment obligation to arise. Despite the fact that the developer party failed to fulfill any of its delivery obligations, the receiver party (the Client) sent monthly payments based solely on mutual trust. Seeking to secure itself against potential shortfalls in monthly payments, the developer party notified the receiver party (the Client) that it would withhold delivery unless all invoices were paid in full in advance.

### Legal Characterization of the Breach: Fundamental Breach and Frustration of Purpose

This approach is a clear violation of the express provisions of the contract and contradicts the fundamental principles of contractual performance order. Indeed, although there were deficiencies and delays in the monthly payments, the contract granted the developer the right to suspend their works in the event of partial or delayed payments. However, the developer did not exercise this right and continued to work on the project, yet deliberately refused to deliver the product. There is no contractual provision that would legally justify such conduct.

In addition, failure to comply with the agreed project timeline rendered the fundamental purpose of the contract ineffective and nullified its legal cause. In fact, the delay in delivery led to the withdrawal of financial support by third parties funding the project, directly causing losses to our client. Under these circumstances, no mutual intention or reasonable benefit remained to justify the continuation of the contractual relationship.

### Conclusion

This specific case clearly demonstrates the potentially severe legal and financial consequences of breaches in contracts that impose mutual obligations. In the present matter, despite the client's delay in payments which, in principle, granted the other party the right to suspend the work, the contractor acted in violation of the contractual provisions by refusing to deliver the work. As explicitly stipulated in the agreement, this conduct entitled our client to both terminate the contract and seek compensation for the damages incurred.

It must be remembered that rights can only be protected to the extent that they are contractually defined. Therefore, contracts must be drafted with care, precision, and in a comprehensive manner to enable the non-breaching party to pursue legal remedies such as termination for cause, restitution of payments, compensation for damages, or interim injunctions. Ensuring that this process is properly managed and that contracts are structured soundly from both legal and technical perspectives requires the guidance of a qualified attorney. Legal support from Attorneys are essential to fully protect the parties' interests and to help prevent future disputes.

### Büşra Dereli

Attorney at Law

# Achievements

Based on a detailed overview of our client profiles, our service quality, the satisfying nature of our articles and papers together with our marketing and branding efforts, Pi Legal Consultancy [PiLC as trademark] has been chosen by the London-based Prestige Awards Group for \*the 2023 award about the international law firm of the year\*.

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*Congratulations*

**Pi Legal Consultancy**

International Law  
Firm of the Year

*J. D. Dalgic*  
James Dalgic  
Editor in Chief



**AWARD WINNER**

# 2025

**BANKING & FINANCE  
LAW EXPERTS OF THE YEAR**

 Pi Legal Consultancy  
Turkey





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