

Recovering Receivables in Türkiye

A practical guide for Chinese companies with unpaid invoices from Turkish customers

Your Turkish customer has not paid?

For Chinese exporters, manufacturers, suppliers and trading companies doing business with customers in Türkiye.

This guide covers:

- 01 How to organise the evidence
- 02 How to start recovery
- 03 How to deal with an objection
- 04 How to protect against asset transfers
- 05 How to run the case from China

Your Turkish customer has not paid: what first?

Confirm the claim before anything else

The goods have shipped, the due date has passed and the customer still has not paid. Do not simply wait for the next promise. The first step is to confirm the claim and put together the documents that prove the transaction and the debt.

Start with six checks

01 · Who is the customer?

The exact name, registered address and trade registry details of the Turkish company.

02 · How much is owed?

Invoice amounts, currency, due dates and the outstanding balance.

03 · Were the goods delivered?

Bill of lading, transport documents, delivery notes, signed receipts and customs clearance records.

04 · Has the customer admitted the debt?

Emails, WeChat, WhatsApp and other messages.

05 · Has the customer raised objections?

Any dispute about price, quantity, delivery or quality.

06 · What does the contract say about disputes?

Turkish courts, courts of another country, or arbitration.

Messages worth keeping

"We will pay next week." · "We will pay part of it first." · "The goods have arrived." · "Please give us one more month."

Do not delete them. They can be important evidence of the transaction and of the debt.

Do not wait indefinitely. Commercial claims are subject to limitation periods and other legal deadlines. If the customer stops answering, stops trading, sells assets or shows clear signs of financial difficulty, have the recovery options assessed without delay.

Build your recovery file

The more complete the evidence, the more options you usually have

Transaction	Sales contract, purchase orders, quotations and order confirmations, invoices, account statements, payment schedules
Delivery	Bill of lading, CMR and other transport documents, delivery notes, signed receipts, customs documents, warehouse records
Correspondence	Emails, WeChat and WhatsApp; payment promises, requests for more time, acknowledgements of debt, quality or quantity complaints
Payments	Bank transfers, SWIFT records, proof of part payments

One document is especially useful. Where possible, obtain a written account reconciliation or acknowledgement of debt from the customer.

If you do not have one, recovery is still possible: contracts, invoices, delivery documents, part payments and the customer's written messages can together form a complete chain of evidence.

How debt recovery works in Türkiye

From formal demand to enforcement

- 1 Formal demand.** A lawyer first sends the Turkish customer a formal demand for payment and, depending on the case, tries to negotiate.
- 2 Enforcement proceedings.** For money claims, a creditor can in suitable cases start general enforcement proceedings (*ilamsız icra takibi*) without first obtaining a court judgment. Claims in US dollars, renminbi or another foreign currency can be pursued in Türkiye.
- 3 If the debtor does not object.** In the general procedure the debtor normally has seven days from service of the payment order to object. If no objection is filed in time, enforcement continues and measures can be taken against the debtor's attachable assets.
- 4 If the debtor objects.** A timely objection normally suspends the general enforcement proceedings, but the claim does not disappear. The creditor can ask for the objection to be set aside on documentary evidence, or prove the claim through mediation and court proceedings and then resume enforcement. If the objection is finally found to be unjustified, the debtor may, on the creditor's request and where the statutory conditions are met, be ordered to pay additional compensation.

Commercial money claims: mediation first. Commercial claims for payment of money generally have to go through mandatory mediation before a court action is filed. Certain written documents allow the creditor to deal with an objection through a faster procedure, which is why the evidence should be assessed before enforcement is started.

What if the customer is moving assets?

Protecting against asset dissipation

Many suppliers worry less about proving the debt than about whether the debtor will still have assets by the time they win.

Interim attachment · *ihtiyati haciz*

Where the statutory conditions are met, a creditor can apply for protective measures over the debtor's assets before the dispute is finally decided.

It is not available automatically: the court looks at the nature of the claim, whether it is due and the evidence, and may require the applicant to provide security.

Warning signs

- The customer suddenly stops replying
- Payment is promised repeatedly but never made
- The company stops trading
- The office closes
- Significant assets are being sold or transferred
- Serious financial difficulty

If the customer enters konkordato

Konkordato is a court-supervised debt restructuring procedure. Once a customer enters it, the usual recovery strategy has to be adjusted at once. After the court grants a temporary moratorium and announces it, creditors must file their claims within the time and in the manner stated in the announcement and the law. Announcements are normally published only in Turkish, and foreign creditors can easily miss them.

Can the case be handled from China?

Usually, yes

A Chinese company does not generally need to set up a company in Türkiye or send a director there to recover a debt. Once a proper power of attorney is in place, a Turkish lawyer can act on its behalf.

Using Chinese documents in Türkiye

The Apostille Convention entered into force for China on 7 November 2023. Whether an apostille or another procedure is used depends on the type of document and its purpose.

No security for costs merely as a foreigner

Under the China–Türkiye agreement on judicial assistance in civil, commercial and criminal matters, nationals of one state are not required to give security for court costs merely because they are foreigners or have no domicile in the other state. This extends to companies established under Chinese law.

Chinese court judgments

Civil and commercial judgments that meet the requirements of the agreement and of Turkish procedure can be submitted for recognition and enforcement in Türkiye.

Foreign arbitral awards

China and Türkiye are both parties to the New York Convention, so qualifying foreign arbitral awards can be submitted for recognition and enforcement in Türkiye.

Note: the security-for-costs exemption is separate from any security a court may require for a specific measure such as interim attachment.

Protect your next Türkiye transaction

Making future recovery easier at the contract stage

01 · Payment terms

State the due date, currency, advance payment, instalments and default interest. For new customers consider advance payment, a letter of credit or staged payment.

02 · Customer checks

Verify the legal name, trade registry details, the signatory's authority and whether the business is actually operating.

03 · Delivery and acceptance

Keep transport, receipt, acceptance and customs records, and agree the time limit and method for quality or quantity complaints.

04 · Regular reconciliation

In an ongoing relationship, obtain written account confirmations at intervals.

05 · Payment security

Depending on the deal, consider a bank guarantee, a surety, a promissory note (*bono*) or a cheque (*çek*). Qualifying instruments have their own enforcement procedure.

06 · Dispute resolution

Decide the governing law and the court or arbitration in advance, and think about where a judgment or award will finally have to be enforced.

For larger China–Türkiye transactions, a Turkish legal review before signing usually costs less than resolving a dispute afterwards.

How Tercan Legal can help

Supporting Chinese companies in Türkiye

- Assessment of the claim and the evidence
- Assessment of the debtor and its assets
- Demand letters and pre-action negotiation
- Enforcement proceedings
- Commercial mediation and litigation
- Interim attachment and other asset-protection measures
- Recognition and enforcement of foreign judgments
- Recognition and enforcement of foreign arbitral awards

An overdue receivable in Türkiye?

Send us: contract + invoices + delivery documents + the main correspondence.

We assess the suitable recovery route and the next legal step on the basis of those documents.

Goods still held at Turkish customs? See Guide 02, *Customs & Import Risks in Türkiye*.

Contact Tercan Legal

Istanbul · Acting in matters throughout Türkiye

Tercan Legal is an Istanbul law firm that has advised foreign clients from more than 40 countries since 2013. Matters are handled by lawyers registered with the Istanbul Bar; the founding lawyer spent years as in-house counsel to banks.

Start with a free 20-minute online introductory meeting. Document review, written opinions and detailed consultations are charged, on terms agreed in writing beforehand. Send us a message with a time that suits you for a call.

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Written materials can be provided in Chinese; the language of day-to-day communication is agreed before engagement.

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