



Framing Zero Tolerance: The Turkish Competition Board's Strict Approach to Resale Price Maintenance in its Assessment of the Canon Eurasia Decision

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I. Introduction

The Turkish Competition Board (“**Board**”) imposed an administrative monetary fine of TL 38,300,958.83 (approx. EUR 782,842.46⁶) on Canon Eurasia Görüntüleme ve Ofis Sistemleri A.Ş. (“**Canon Eurasia**”) on June 12, 2024 for violating the Article 4 of Law No. 4054 on Protection of Competition (“**Law No. 4054**”). The fine was imposed on the grounds that Canon Eurasia engaged in resale price maintenance (“**RPM**”) practices (“**the Decision**”).⁷

The Board’s investigation focused on whether Canon Eurasia unlawfully interfered with the resale prices of its resellers. Drawing on extensive evidence collected during on-site inspections (including WhatsApp messages, e-mail correspondences, and internal communications), the Board found that Canon Eurasia had systematically intervened in its resellers’ pricing policies. The Board concluded that the evidence demonstrated that Canon Eurasia warned resellers who sold below the desired price levels, pressed for price increases in line with its instructions, closely monitored sales across different distribution channels, and leveraged support payments, to discipline non-compliant resellers. On this basis, the Board concluded that Canon Eurasia had engaged in RPM, which it held is a practice deemed a restriction of competition “by object”⁸ in Turkish competition law and as such, does not require a separate effects analysis.⁹

The Decision is noteworthy because of (i) its consistent approach with its former case law of treating RPM practices as *per se* (by object) violations, (ii) the magnitude of the fine, which

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⁶ The exchange rate used is EUR 1 = TRY 48.9255. (Based on the Turkish Central Bank’s exchange rates of September 23, 2025)

⁷ The Board’s *Canon Eurasia* Decision, (June 12, 2024, 24-26/640-265).

⁸ The Board’s *Başkent Yayıncılık* Decision on November 28, 2024, para. 48 (24-50/1134-489); the Board’s *Mot Grup* Decision on April 24, 2024, para. 96 (24-20/465-195), the Board’s *Nestle* Decision on February 15, 2024 para. 253 (24-08/149-61).

⁹ The Decision, para. 65, 92 and para 124.

reflects the Board’s recent trend of imposing high-profile RPM fines across different industries as part of its strict and deterrent enforcement stance towards RPM practices¹⁰ and, (iii) the Board’s reliance on digital evidence obtained through on-site inspections to establish violations of competition law.

II. Background

In mid-2022, the Board launched a preliminary investigation to assess whether Canon Eurasia engaged in RPM practices in violation of Article 4. Canon Eurasia is the Turkish subsidiary of Canon, a leading Japanese manufacturer of optical and imaging equipment, including photocopiers, printers, cameras and operates as the supplier/importer, overseeing the distribution of Canon products. Within the scope of the preliminary investigation, the Board carried out on-site inspections at Canon Eurasia and its distributors¹¹ on April 6, 2023. On May 11, 2023, the Board launched a full-fledged investigation (23-21/411-M).

From the on-site inspections, the Board discovered extensive digital communications (WhatsApp messages, e-mail correspondences, and internal communications) that became central to the case. This decision fits a broader pattern of strict RPM enforcement and underlines the Board’s growing reliance on digital evidence obtained from on-site inspections.

In sum, the Decision concluded that the findings showed that:

- i. Canon Eurasia confronted/warned resellers directly about their (online) resale prices¹², prompting them to adjust prices upwards,¹³
- ii. Canon Eurasia tied sales supports and bonus payments (via distributors) to downstream pricing conduct, thereby disciplining resellers directly¹⁴,
- iii. Canon Eurasia enforced a policy that prevented resellers in its distribution network from undercutting the distributors price levels, thereby maintaining a *de facto* price floor at or above the main distributor’s level,¹⁵
- iv. Canon Eurasia monitored the pricing of large retailers and distributors, and intervened through warnings or adjustments, sometimes by cutting support payments, to discipline deviations.¹⁶

¹⁰ According to the Competition Authority's official website, several resale price maintenance cases have been concluded in the last 10 months. Cases wherein administrative monetary fines were imposed are the following: (i) the Board's *Kozmetik* Decision (March 13, 2025, 25-10/238-123), (ii) the Board's *Kadioğlu Kırtasiye* Decision (December 27, 2024, 24-56/1246-534) (iii) the Board's *Hamzaoğlu Kimya* Decision (August 1, 2024, 24-32/757-318), (iv) the Board's *Başkent Ankara Yayıncılık* Decision (November 28, 2024, 24-50/1134-489) and the Board's *Saçhane* Decision (April 24, 2024, 24-20/465-195).

¹¹ The relevant distributors are Penta Teknoloji Ürünleri Dağıtım Ticaret AŞ (“*Penta*”), Despec Bilgisayar Pazarlama ve Ticaret AŞ (“*Despec*”), İndeks Bilgisayar Sistemleri Mühendislik Sanayi ve Ticaret AŞ (“*İndeks*”) and Kadioğlu Kırtasiye Pazarlama Ticaret AŞ (“*Kadioğlu*”).

¹² The Decision, para. 52 and 56.

¹³ The Decision, para. 82-83.

¹⁴ The Decision, para. 72.

¹⁵ The Decision, para. 114.

¹⁶ The Decision, para. 126.

Collectively, the Board was of the opinion that findings demonstrated Canon Eurasia's systematic interference with reseller pricing and as such formed the cornerstone of the Board's infringement decision.

The Board held an oral hearing on June 4, 2024 and rendered its Decision by majority vote on June 12, 2024, finding that Canon Eurasia fixed resale prices and thus infringed Article 4. The Board's line of reasoning was that, since RPM constitutes a by-object restriction, the case did not require an effects analysis.¹⁷

III. Findings

A notable aspect of this investigation is the rich body of evidence collected during the on-site inspections at Canon Eurasia and its distributors. On April 6, 2023, the case handlers inspected Canon Eurasia's Istanbul offices as well as those of several key distributors. They seized hard drives, examined phones and computers, and recovered digital communications that the Board accepted as illustrative and evidentiary for how Canon Eurasia engaged with resellers on pricing:

In this regard, Finding-1 relates to a WhatsApp correspondence between a Canon Eurasia sales manager and an external reseller called MS E.C.S. Elektronik Sistemleri Sanayi ve Ticaret Ltd. Şti. ("**MS ECS**"). A Canon Eurasia employee flagged "different" prices on the reseller's website, told the reseller to pay attention and added that "as long as the prices are normal, there is no problem," thereby indicating that Canon Eurasia had defined a benchmark level of "normal prices."¹⁸ The reseller responded by stating "let's fix them", which the Board interpreted as evidence that resellers adjusted their retail prices upwards following Canon's intervention.¹⁹ The phrase "we had talked about this before, you know" further showed that Canon contacted resellers who set divergent prices and warned them to align with Canon's expectations.²⁰

Within the scope of this finding, the Board found that Canon Eurasia monitored resellers' online prices and directly intervened when deviations from its instructed prices were detected, warning the reseller to comply, after which the reseller pledged to correct its prices and even felt compelled to justify lower prices by attributing them to platform-driven "cart discounts."²¹ The Board considered this correspondence particularly significant as it demonstrated Canon Eurasia's direct intervention at the retail level: by defining a "normal price" benchmark and requiring resellers to align their prices with this benchmark.

In addition, the Board assessed from the information provided within the scope of this finding that Canon Eurasia determined the amount, scope, and allocation of sales support and bonus payments, with distributors acting merely as intermediaries who passed on the support but did

¹⁷ The Decision, para. 65, 92 and para 124.

¹⁸ The Decision, para. 51 and 53.

¹⁹ The Decision, para. 51.

²⁰ The Decision, para. 52.

²¹ The Decision, para. 52.

not set its terms. These payments were invoiced back to Canon Eurasia and tied to performance targets, rebate schemes, or project-based support programs administered directly by Canon Eurasia. In several instances, Canon Eurasia was reported to caution resellers not to lower prices below a certain level, threatening to suspend supply if such undercutting occurred, illustrating that sales support was used as a lever to regulate downstream pricing. Although distributors occasionally provided their own independent support to resellers, the Board found that Canon Eurasia retained decisive control over the main support mechanisms, thereby positioning itself as the effective provider in the vertical chain. Although Canon did not have a direct contractual relationship with resellers, the Board concluded that this mechanism enabled Canon Eurasia to discipline resellers indirectly by making the continuation of financial support contingent on their pricing conduct. In this way, Canon Eurasia was able to influence a key parameter of the downstream trade relationship, resale prices, through its control over support payments.²²

The Board assessed these findings as evidence of a direct RPM²³ since Canon Eurasia explicitly “warned” a reseller to increase its prices, using the prospect of financial incentives as a leverage and the reseller explicitly agreed to comply, even stating willingness to halt sales if needed to avoid price erosion.²⁴ This one-on-one communication, essentially an agreement on price levels, formed the cornerstone of the findings in the Board’s assessment of RPM.

Finding-2 concerns a Microsoft Teams correspondence on May 13, 2020 between two Canon Eurasia employees. In this internal discussion, Canon Eurasia personnel express dissatisfaction with the resale price levels of a reseller, later identified in Canon Eurasia’s first written defense as Ocak Elektronik ve Sanayi Ürünleri Pazarlama Ltd. Şti. (“*Ocak Elektronik*”). They debate how the reseller could be warned, noting that the reseller had been offering Canon-branded products at prices lower than the distributor, İndeks. The Board read this as evidence that Canon treated İndeks’s prices as a reference point and intended to prevent other resellers from undercutting that level.

Canon argued that (i) the correspondence was merely internal and never conveyed to Ocak Elektronik, (ii) Ocak was not an authorized reseller and there was no contractual relationship, and that (iii) the exchange related to support payments rather than price fixing. The Board rejected these arguments, emphasizing that Article 4 of Law No. 4054 applies even absent a direct supplier–reseller contract, and that internal communications can constitute evidence if they reveal the material facts.²⁵ Assessing the content, the Board found that the exchange concerned the reseller’s final retail prices, reflected Canon Eurasia’s plan/resolve to warn and discipline resellers deviating from the İndeks price reference, and thus demonstrated interference with resale pricing. It further noted that Canon reduced Ocak Elektronik’s support payments by half to curb undercutting, showing that support was used to discipline prices.²⁶

²² The Decision, para. 58-62.

²³ The Decision, para. 102.

²⁴ The Decision, para. 52, 53, 62, 63 and 90.

²⁵ The Decision, para. 73.

²⁶ The Decision, para. 72.

Finding-4 concerns Canon Eurasia’s retail-level price intervention documented in a WhatsApp exchange between a C-CRM field representative (acting for Canon Eurasia in customer relations/promotions) and a Canon employee about printer models E414 and G3411. The Board deemed that Canon Eurasia tracked whether price increases were implemented both in stores and online and intervened to ensure upward adjustments were made.²⁷ In this exchange, the Canon Eurasia employee stated “we had the E414 and G3411 prices raised today,” and then tracks whether the increases are reflected on the shop floor (e.g., “E414 has not yet appeared at Vatan”), after which a follow-up message reports, “Vatan’s prices have been reflected on the labels.” The thread includes photos from MediaMarkt and Vatan, evidencing Canon Eurasia’s monitoring and verification mechanism.

The Board found that this went beyond mere monitoring and the phrase “we had the prices raised” shows active intervention and a control system to ensure that retailers aligned with Canon Eurasia’s desired levels. Canon Eurasia’s explanation that C-CRM merely observed market prices and that messages spanned several days did not alter the assessment. Taken together, the Board concluded these communications demonstrated that Canon Eurasia intervened in and enforced resale prices at the retail level, not only through distributors but also directly with electronics retailers.

Lastly, in Finding 5, the Board relied on internal distributor communications as a central piece of evidence.²⁸ In the distributors internal correspondence, Penta employees explicitly referred to “intervention” noting that “especially in recent times, there has been interference by Canon Eurasia in the rebates granted to us and in the prices we will offer to resellers.”²⁹ The e-mail also attached a table (believed to have been provided by Canon Eurasia) that included a “profitability” column, which the Board interpreted as evidence that Canon Eurasia influenced the distributor’s margins.³⁰ Taken together, the Board concluded that these communications showed that Canon Eurasia interfered in distributor prices, rebates, and discount levels, and effectively constrained Penta’s profit margin by insisting on higher resale prices (thereby limiting the rebates Penta could extend to resellers). Assessing the evidence as a whole, the Board emphasized that the statement was not confined to the specific transaction at hand, but reflected Penta’s broader perception that Canon’s conduct towards distributor resale prices and discount practices was interventionist. On this basis, the Board concluded that Finding-5 provided direct proof of a broader policy whereby Canon interfered with distributors’ resale strategies, including prices, margins, and support levels, and used distributors as vehicles to implement RPM practices.

IV. The Board’s Assessment in relation to the Block Exemption Communiqué on Vertical Agreements

Under Article 4 of Law No. 4054, agreements and concerted practices between undertakings, as well as decisions and practices of associations of undertakings, are unlawful if their object,

²⁷ The Decision para. 76-78.

²⁸ Finding-5 of the Decision.

²⁹ The Decision, para. 86-88.

³⁰ The Decision, para. 85.

effect, or likely effect is to prevent, distort, or restrict competition directly or indirectly in a particular market for goods or services. The provision is drafted broad and captures both coordination among competitors and restraints between non-competitors at different levels of the supply chain. Article 4(1)(a) lists, as illustrative examples of prohibited conduct, fixing the purchase or sale price of goods or services, the price-forming elements such as cost and profit, and any conditions of purchase or sale.

In the Canon Eurasia case, the Board treated the relationship between Canon Eurasia (as the supplier) and the resellers in the retail channel as vertical, consistent with Article 2 of the Block Exemption Communiqué on Vertical Agreements (“**Communiqué No. 2002/2**”), which defines vertical agreements as those concluded between undertakings operating at different levels of the production or distribution chain. RPM, whether implemented, directly or indirectly, is therefore assessed as a vertical restraint under Article 4.

As such, the Board first examined whether the agreement could benefit from the block exemption under the Communiqué No. 2002/2. However, under Article 4 of the Communiqué, minimum or fixed resale prices are classified as hardcore restrictions, meaning that vertical agreements containing such provisions cannot benefit from the block exemption. By contrast, maximum or recommended prices are permissible only insofar as they do not, through pressure or incentives, effectively turn into minimum or fixed prices.³¹ The reference to pressure and incentives arises first in the context of the block exemption test, since it distinguishes between lawful recommendations and disguised RPM that count as hardcore restrictions. However, this distinction is also relevant in the violation assessment: once direct RPM is clearly proven, the element of pressure or incentives is not required to establish the violation, whereas for indirect RPM it becomes the key criterion to determine whether a recommendation in fact operates as a fixed or minimum price. In this sense, the concept matters both in the exemption analysis and the substantive assessment. The Board applying the same reasoning in the block exemption analysis (hardcore restrictions under Communiqué No. 2002/2) and in its by object assessment under Article 4 of Law No. 4054 reflects its treatment of these concepts as effectively identical in Turkish practice. It is noteworthy, however, that under EU law which is reflected in the Super Bock judgment³², the classification of RPM as a hardcore restriction under the Vertical Block Exemption Regulation does not automatically mean that it is a restriction by object under Article 101(1) TFEU. In this sense, the Board’s approach appears more formalistic, especially considering its reference to the Binon case and its treatment of hardcore restrictions and by-object infringements as essentially overlapping, whereas EU law now insists on keeping these concepts analytically distinct. In Canon Eurasia’s case, the Board found evidence of both direct intervention and pressure through financial incentives, noting that Canon determined the allocation of support payments and withdrew them from non-complying resellers as a sanction stating that “*Canon determined the amount of financial incentives and to whom they would be given and as such resellers that would not comply, faced withdrawals in financial incentives*

³¹ See The Decision, para. 47.

³² C-211/22, Super Bock Bebidas SA, AN, BQ v Autoridade da Concorrência, on June 23, 2023; Case C-67/13

as a sanction. Thus, the element of pressure is established in this case".³³ Accordingly, the Board decided that both Canon Eurasia's direct and indirect RPM practices fall outside the scope of the block exemption under Communiqué No. 2002/2.

Thereafter, the Board addressed the possibility of individual exemption under Article 5 of Law No. 4054. When examined in the context of individual exemption, the Guidelines on Vertical Agreements note in paragraph 8 that the very purpose of imposing minimum resale prices in vertical agreements is, at first sight, clearly to restrict competition. Paragraph 9 of the same Guidelines on Vertical Agreements further provides that, once an agreement is found to infringe Article 4 by object, there is no need to assess its actual or potential effects in the market; any effects assessment is relevant only for determining the gravity of the infringement and the level of the administrative fine.³⁴ Building on this reasoning, the Board concluded that resale price maintenance cannot normally benefit from individual exemption under Article 5 of Law No. 4054, since such conduct is, save for exceptional circumstances, incapable of satisfying the cumulative conditions required for exemption. Both Turkish and EU competition law recognize RPM as a serious vertical restriction, and the Board has repeatedly held that the restrictive object alone suffices to establish an infringement. Given that price competition is the central mechanism for market efficiency and consumer welfare, restricting intra-brand price competition through RPM is deemed inherently harmful to consumers and therefore ineligible for exemption. Therefore, the Board decided that RPM cannot benefit from either the block exemption or an individual exemption under Article 5.

Lastly, the Board emphasizes that both the Commission and the courts take a strict stance against RPM. The Commission has consistently imposed fines on undertakings found to impose resale prices, treating such conduct as a restriction by object under Article 101 TFEU. The Board added that court rulings similarly emphasize that minimum or fixed resale prices prevent dealers from setting prices independently, thereby restricting competition by object. It is noteworthy, however, that under EU law following the *Super Bock* (C-211/22) judgment, the classification of RPM as a hardcore restriction under the Vertical Block Exemption Regulation does not automatically mean that it is a restriction by object under Article 101(1) TFEU. The Court of Justice clarified that while RPM is normally considered highly harmful, authorities must still assess the content, objectives, and economic/legal context of the practice before designating it as a by-object infringement. In this sense, the Board's approach appears more formalistic, especially considering its reference to the *Binon* case and its treatment of hardcore restrictions and by-object infringements as essentially overlapping, whereas EU law now insists on keeping these concepts analytically distinct.

The Board's Assessment of Canon Eurasia's Conduct in terms of Article 4 of Law No. 4054

³³ The Decision, para. 93.

³⁴ The Decision, para. 47.

Based on the information and documents obtained during the on-site inspections, the Board concluded that Canon Eurasia's systematical monitoring and warning of resellers, who sold below the designated level, requiring them to raise their prices amounted to direct intervention in resale pricing.³⁵ The Board underlined that Canon Eurasia intervened when prices fell below its preferred level, used threats and reductions in financial support to discipline resellers, and thereby exerted pressure to ensure compliance. By exercising discretionary control over rebates, Canon Eurasia created economic pressure on resellers and induced them to align their prices with its expectations. These measures revealed a deliberate and ongoing strategy to control resale prices. Since the Board deemed RPM a restriction by object, the Board held that no effects analysis was necessary to establish the violation.³⁶³⁷ In other words, where an agreement is found to infringe Article 4 by its object, there is no need to examine its actual or potential effects on the market, effects may only be assessed for the purpose of determining the gravity of the infringement when setting the fine.

The Board emphasizes in the Decision that both the Commission and the courts take a strict stance against RPM. The Board holds that the Commission has consistently imposed fines on undertakings found to impose resale prices, treating such conduct as a restriction by object under Article 101 TFEU. Within this framework, the Board underscored that instructions to resellers to align resale prices are, by their very purpose and nature, aimed at suppressing price competition, and this intent is sufficient to establish a violation of Article 4 of Law No. 4054. In its evaluation of the findings, the Board drew parallels to various case law, such as its earlier *Philips* Decision³⁸ where a supplier contacted a retailer about low prices and threatened to remove products from the retailer's platform unless prices were raised and the Board found that this conduct alone was sufficient to establish RPM. From this decision, the Board emphasized that the very act of the supplier intervening was enough to evidence a restriction, and it is not obligatory to prove that prices were adhered to after the intervention as the intervention was enough to evidence the intent.³⁹

In this regard, the Decision also quoted principles from EU case law, stressing that certain collusive practices, including RPM, carry such a high inherent potential to distort prices, reduce consumer choice, and impair quality that it is "unnecessary to demonstrate their actual effects in the market." as they are considered infringements by object.⁴⁰ However, we must note that even though the Commission considers RPM practices violations "by object" which remains

³⁵ Finding-1 of the Decision and the Decision para. 53.

³⁶ The Decision, para. 92.

³⁷ The Board also referred to *Doğuş Otomotiv* (October 5, 2001, 01-4, 483-120) and *Anadolu Elektronik* (June 23, 2011, 11-39-838-262) holding that RPM requires no further analysis and must be directly sanctioned under Article 4 of Law No. 4054. Also, recent decisions (*Sony* (November 22, 2018 (18-44/703-345), *Turkcell* (January 10, 2019, 19-03/23-10, November 12, 2019, 19-39/610-263), *Bellona* (March 26, 2020, 20-16/231-112), *Groupe SEB* March 04, 2021 21-11/154-63), *Baymak* (March 26, 21-11/154-63)) confirm that RPM constitutes an infringement by object regardless of its actual market effects. The Council of State (13th Chamber) has also reinforced this strict approach, ruling that the mere existence of evidence showing interference with resale prices is sufficient to establish an infringement.

³⁸ The Board's Decision on August 5, 2021, (21-37/524-258), para. 125.

³⁹ The Decision, para. 101.

⁴⁰ The Decision, para. 47.

the prevailing norm in the EU and Member State precedents, the Court of Justice has stated in its *Super Bock* decision that a restriction is “by object” only if, given the content, objectives, and legal/economic context of the agreement, it reveals a sufficient degree of harm inherently to competition. In other words, the Court of Justice clarified that while RPM is normally considered highly harmful, authorities must still assess the content, objectives, and economic/legal context of the practice before designating it as a by-object infringement. This nuance signals that, while RPM is still generally treated as a serious restriction in EU law, it is not automatically presumed to be a by-object infringement simply because it is a hardcore restriction.⁴¹ The Board, however follows a more formalistic approach and to reinforce its reasoning, it cited several of its past RPM cases, where it had concluded that RPM is inherently harmful and therefore unlawful, regardless of the measurable effects of the practice.⁴²

In light of the above, the Board concluded that Canon had engaged in RPM practices and infringed Article 4 of Law No. 4054.

V. Conclusion

The Canon Eurasia decision stands out as a significant decision in Türkiye’s competition law landscape for vertical agreements. The Decision emphasized the Authority’s zero-tolerance policy towards RPM.

Further, the Decision underlines that in RPM cases, the assessment centers on the purpose of the conduct rather than its actual or potential consequences in the market. Once documentary evidences demonstrate that the company had intervened in its resellers’ pricing, the infringement is deemed complete, irrespective of whether Canon Eurasia achieved uniform price levels across all distribution channels. This reflects the Board’s consistent position that the existence of interference itself is sufficient to establish a violation.

The Board’s detailed analysis on digital communications (WhatsApp messages, e-mail correspondences, and internal communications) seized during on-site inspections provide the Authority’s ability to adapt its investigative techniques to the digital age.

Finally, the Decision demonstrates that both direct instructions to increase resale prices and indirect mechanisms, such as controlling rebates, tying financial incentives or conditioning supply terms, fall within the scope of Article 4 of Law No. 4054. The Board made it clear that while an explicit order to raise prices is a blatant violation, more subtle practices that effectively discipline resellers’ pricing autonomy are treated no differently.

⁴¹ C-211/22, *Super Bock Bebidas SA, AN, BQ v Autoridade da Concorrencia*, on June 23, 2023; Case C-67/13 P, *Groupement des Cartes Bancaires (CB) v Commission*, on September 11, 2014; C-228/18, *Gazdasági Versenyhivatal v Budapest Bank Nyrt.*, on April 2, 2020.

⁴² See the Board’s Decision on November 22, 2018 (18-44/703-345); the Board’s Decision on January 10, 2019, (19-03/23-10); the Board’s Decision on November 12, 2019 (19-39/610-263); the Board’s Decision on March 4, 2021 (21-11/154-63); the Board’s Decision on March 26, 2020 (20-16/232-113); the Board’s Decision March 12, 2020 (20-14/192-98); the Board’s Decision on March 4, 2021 (21-11/154-63); the Board’s Decision on April 15, 2021 (21-22/267-117); the Board’s Decision on November 10, 2022 (22-51/754-313).

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