CASE REVIEW VOLUME.1

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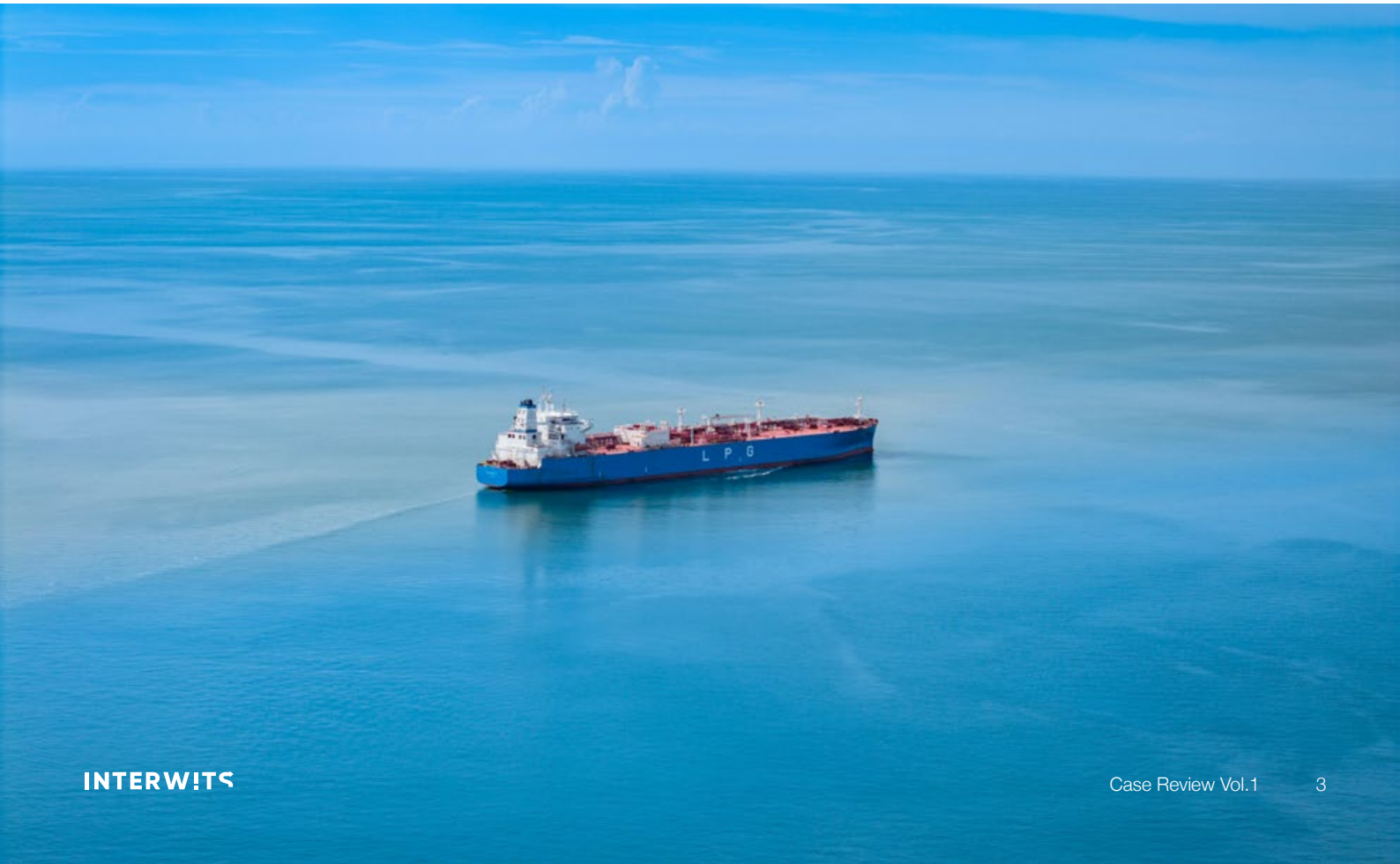
INTERIS

Contents

Who is this report for and what does it cover?

This report is written for lawyers and non-lawyers working across shipping, trade, energy, and logistics. It is intended for shipowners, operators, charterers, traders, insurers, brokers, and in-house legal and commercial teams who engage daily with charterparties, contracts of affreightment, storage agreements, and related trading arrangements.

In it, we examine a series of disputes handled by the Interwits team throughout 2025 and distil the practical lessons they offer. The cases cover issues such as prolonged vessel detention, force majeure and volume shortfall, war risk escalation, arbitration clause enforcement, lien rights, and jurisdictional challenges.



Welcome from our Managing Partner

Dr. Metin Uğur Aytekin
Managing Partner

This report brings together a selection of matters handled by Interwits during 2025 that illustrate how legal, operational, and commercial risks are manifesting across shipping, international trade, energy, and logistics. The cases have been selected because they reflect recurring risk patterns that clients are increasingly encountering in day-to-day operations.

Each case is presented as a practical case review. The focus is on how each dispute arose, how risk was managed, and how legal strategy was aligned with operational, insurance, and commercial considerations. Details have been anonymised or generalised where appropriate.

Taken together, the cases demonstrate how contractual frameworks, dispute resolution mechanisms, and decision-making under pressure intersect in volatile trading environments. They are intended to provide insight into risk management challenges that are likely to remain relevant across 2026 and beyond.

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Why this review, and why now?

The past year has once again underscored how profoundly the risk landscape for shipping, international trade, commodities, energy, logistics, and related supply chain operations has changed. What were once considered exceptional scenarios have increasingly become part of ordinary operational reality. Prolonged port congestion, regulatory uncertainty, sanctions exposure, geopolitical tension, supply chain friction, jurisdictional fragmentation, and heightened counterparty risk now intersect with core charterparty and logistics contract performance on a regular basis.

Many of the matters reviewed in this report involved legal or regulatory constraints that left vessels or cargo in extended periods of uncertainty. In these cases, there was often no clear timeline, no agreed or lawful framework for discharge, and no settled authority over cargo or assets. In such circumstances, legal questions rarely exist in isolation. They are inseparable from operational pressure, commercial exposure, insurance alignment, supply chain continuity, and, critically, the welfare of seafarers and shore personnel who remain affected while uncertainty persists.

What these cases reveal about risk in today's market

A recurring issue in these disputes is the point at which delay or disruption stops being a question of demurrage and becomes a wider operational and legal problem. While demurrage remains a core risk-allocation tool in voyage chartering, recent cases show its limits where delays become open-ended, discharge arrangements are no longer viable, or control over cargo is asserted without clear contractual authority.

"Effective legal advice in shipping and international trade today must integrate contractual analysis with operational realism and a clear understanding of the human element."

In these situations, the commercial assumptions made at the time of contracting often break down. They also underline the importance of careful charterparty structure, well-drafted lien and control provisions in logistics and storage arrangements, and adherence to agreed arbitration mechanisms in trades where prolonged uncertainty is a realistic risk.

The selected matters in this report reflect our approach to these challenges. They illustrate a focus on early strategic positioning, careful control of arbitral and judicial processes, and disciplined decision-making under pressure. They also reflect our assessment that effective legal advice in shipping and international trade today must integrate contractual analysis with operational realism and a clear understanding of the human element involved, across maritime and logistics chains.

How Interwits can support you

The selected matters in this report reflect our approach to these challenges. They illustrate a focus on early strategic positioning, careful control of arbitral and judicial processes, and disciplined decision-making under pressure. They also reflect our assessment that effective legal advice in shipping and international trade today must integrate contractual analysis with operational realism and a clear understanding of the human element involved, across maritime and logistics chains.

We hope that the matters outlined in this report provide useful insight into the types of risks currently shaping the shipping, logistics, energy, and commodities value chains, as well as the international trade and arbitration frameworks within which these disputes increasingly unfold, and how they may be managed with foresight, restraint, and clarity of purpose.

We are grateful to our clients for the trust placed in us in these demanding situations, and to our teams and individual professionals across jurisdictions who worked alongside us. We hope that the insights reflected in this report assist clients and market participants in navigating the next cycle of contractual and operational stress tests anticipated across global markets in 2026.

Dr. Metin Uğur Aytekin
Managing Partner

1

CASE REPORT

Prolonged Offshore Detention, Repudiatory Breach, Termination of Charterparty and Bill of Lading, and Cargo Abandonment under an English Law Voyage Charterparty

Region	Caribbean
Jurisdiction and Service	**Governing Law:** English Law **Dispute Resolution / Forum:** London Arbitration (LMAA) **Advisory / Procedural Services:** › Charterparty Advisory › Contract Interpretation › Emergency / Urgent Relief
Asset / Facility Type	Dry Bulk Carrier Vessel
Trade / Cargo Sector	Bulk Commodities / International Maritime Trade
Risk Type	› Prolonged Detention › Regulatory / Port Clearance Risk › Cargo Control / Lien Risk › Crew Welfare & Safety Risk
Core Matter	› Voyage Charterparty Termination › Repudiatory Breach › Bill of Lading Rights & Termination
Outcome Highlight	The termination of the charterparty was executed on a controlled and legally defensible basis. The urgent arbitral relief which was sought by the charterers was successfully resisted, preserving the owners' remedies in a high-risk detention scenario. This led to a favorable settlement agreement through which the cargo was finally discharged and both parties resumed their commercial relationship for further shipments.

A laden bulk carrier was left waiting off Venezuela on discharge instructions that could not be lawfully executed. As the delay became open-ended, the dispute shifted from demurrage into cargo control, crew welfare, and the point at which owners can treat the contract as at an end.

Background

The owners of a bulk carrier faced a prolonged offshore detention of a laden vessel under a voyage charterparty on an amended GENCON 1994 form, following discharge instructions that required the vessel to remain at anchorage off a Venezuelan port without proper clearance or a viable discharge instruction. The situation gave rise to significant commercial exposure, including ongoing detention, uncertainty as to lawful discharge, increasing operational pressure, escalating risk associated with cargo handling, and crew welfare.

Detention and instructions

We advised the shipowners throughout the dispute, including on charterparty interpretation and the legal consequences of a sustained failure to provide proper discharge instructions. The matter involved repeated assertions by charterers that discharge must take place at the nominated port, notwithstanding the absence of effective clearance and the resulting inability to lawfully or safely complete discharge operations. Charterers further maintained that, pursuant to the demurrage regime and a clause requiring the vessel to remain offshore pending berth availability, the vessel was obliged to continue waiting without any defined temporal limitation.

Termination strategy

As the detention continued, we developed and implemented a termination strategy based on repudiatory breach (a breach of contract so serious that it entitles the innocent party to treat the contract as ended and claim damages), preserving the owners' contractual and commercial rights. Necessary steps were also taken to engage the cargo receivers and formally invite discharge instructions. In the absence of any effective response, the cargo was deemed abandoned, and the relevant bill of lading (BL) was terminated. Steps were taken to position the owners for further remedies under English law, including potential discharge and sale under the supervision of a court or tribunal.

"In the absence of any effective response, the cargo was deemed abandoned, and the relevant bill of lading (BL) was terminated."

In parallel with the contractual interpretation, we advised on operational risk management, including the orderly replacement of the vessel's crew after an extended offshore waiting period. A full crew change was implemented to safeguard crew welfare, maintain safe operations, and ensure continued compliance with international maritime labour standards.

LMAA outcome

Meanwhile, the dispute proceeded to London arbitration under London Maritime Arbitrators Association (LMAA) Terms by us, where charterers requested an urgent hearing which sought to compel the vessel's return to the nominated discharge port and to affirm that the charterparty remained on foot.

The handling of the case before the Tribunal, including the parties' written submissions and oral arguments, demonstrated once again that under English law, where damages constitute an adequate remedy, there is no basis for granting specific performance requiring a vessel to return to discharge port, particularly where the cargo is a fungible commodity—in this case, rice.

In light of this position, the charterers withdrew the part of their application seeking to compel the vessel's return, recognising that such relief was unlikely to be granted and seeking to avoid the financial burden of pursuing urgent arbitral proceedings and a contested hearing.

The Tribunal's assessment, by contrast, confirmed that the charterparty contained no implied term that any request for the vessel to wait in international waters was limited to a reasonable period only.

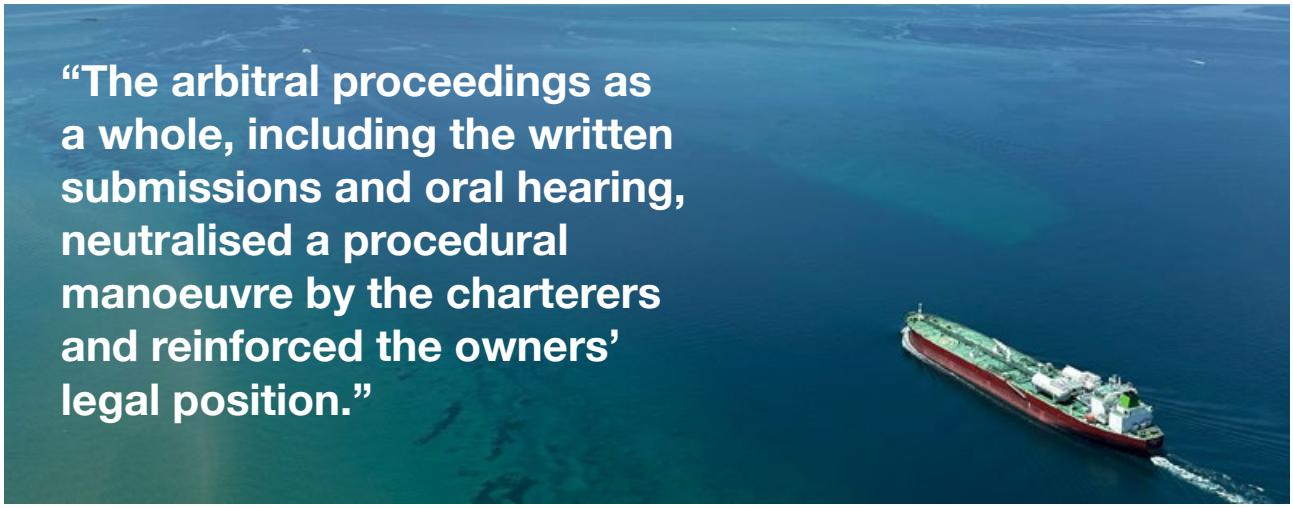
Insights

This matter highlights the importance of a decisive legal strategy in prolonged detention scenarios. This is particularly relevant when the performance of the voyage charterparty is frustrated by:

1. impractical or non-compliant discharge instructions;
2. demurrage mechanisms which do not prevent termination, and;
3. where efficient management and proactive conduct of arbitral procedure is critical to preserving commercial leverage and downstream recovery.

Our Take

In trades involving jurisdictions prone to prolonged delays or regulatory uncertainty, owners may wish to consider alternative contractual structures, which can offer greater flexibility in managing delay risk compared to voyage charterparties subject to demurrage regimes.



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CASE REPORT

Force Majeure and Volume Shortfall under a Clean Petroleum Products Contract of Affreightment (COA)

Region	East Mediterranean
Jurisdiction and Service	**Governing Law:** Turkish Law **Dispute Resolution / Forum:** Turkish Commercial Court **Advisory / Procedural Services:** › Contract Interpretation › Charterparty Advisory
Asset / Facility Type	Product Tanker Vessel
Trade / Cargo Sector	Petroleum Products / Energy Supply
Risk Type	› Demand Collapse / Market Disruption › Force Majeure / Exceptional Event Risk
Core Matter	Performance of Contract of Affreightment
Outcome Highlight	Volume shortfall claims were resolved through a negotiated settlement that addressed force majeure and demand collapse risk, while preserving commercial continuity and enabling the parties to re-establish their relationship under revised contractual arrangements.

A one-year COA for clean petroleum products assumed regular liftings and stable demand until COVID-related restrictions triggered a steep collapse in consumption. With a material volume shortfall, the dispute pivoted on whether force majeure applied, or whether a fixed shortfall payment remained payable regardless.

Background

A clean petroleum products supplier entered into a one-year contract of affreightment (COA) under which it undertook to ship a significant minimum amount of annual volume of clean petroleum products from a foreign country. The contract contemplated regular liftings, with the shipowner, which was also active in the clean petroleum products market, obliged to provide the required tonnage capacity on a recurring basis during the contract year.

Following the global outbreak of COVID-19 and the introduction of extensive curfews and emergency measures, demand for petroleum products fell sharply. As a consequence, numerous planned shipments were cancelled or postponed, particularly during the initial stages of the pandemic.

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Force majeure dispute

By the end of the contractual year, approximately one third of the minimum annual volume had not been shipped. The charterparty contained a clause entitling the owners to claim a fixed amount per metric ton for any shortfall below the agreed minimum volume.

The owners asserted that this obligation operated irrespective of market conditions and that COVID-19 did not constitute a force majeure event, relying in part on the fact that loading and discharging ports remained operational and that cross-border trade between the relevant supply and destination countries was not formally suspended.

Interwits, representing the charterers in handling the dispute, advised on the interpretation of the volume undertaking and the force majeure regime, focusing on the unprecedented and unforeseeable nature of the global demand collapse. Our position emphasised that the relevant impediment was not port accessibility at either end of the voyage, but the disappearance of underlying consumption in the destination market due to state-imposed restrictions on social and economic life. Restrictions on mobility, the closure of universities and schools, the widespread adoption of remote working policies reducing commuter activity, reduced industrial activity, and limitations on public transport combined to produce a sudden and sustained collapse in end-user consumption. These conditions fundamentally altered the commercial assumptions underpinning the contract at the time of fixture.

Commercial strategy

Taking into account the closely interconnected nature of the energy industry and tanker shipping, once our position gained traction and the dispute moved into a more favourable phase for our clients, our focus shifted towards commercial resolution. We advised

our clients to explore settlement discussions including structured information exchange and commercially aligned planning around future capacity commitments, storage, and related investment considerations.

This approach not only resulted in a negotiated settlement of the dispute, but also in the establishment of a renewed commercial relationship under a fresh contract, concluded in 2025. Although the dispute originated in the aftermath of the COVID-19 period in 2021, its resolution became one of the more commercially significant matters handled by our firm during 2025.

Insights

This matter illustrates how the long-term commercial cost of contractual disputes could be mitigated in the energy and tanker markets. These sectors operate within tightly connected supply and demand networks, where counterparties are often interdependent, alternatives are limited by factors including the geopolitics of energy trade, and commercial optionality on both sides of the contract is constrained. Aggressive enforcement strategies, even when legally available, can therefore result in the loss of valuable market access or reliable supply channels that are difficult to replace.

Our Take

At Interwits, we consistently emphasise the importance of timing in dispute management. Knowing when to pursue claims and when to prioritise resolution is often critical. In the energy and tanker sectors in particular, experience shows that purely legal “wins” can amount to pyrrhic victories where they foreclose future commercial optionality or damage access to key markets or suppliers. A disciplined approach to dispute handling therefore focuses not only on legal entitlement, but on preserving long-term commercial viability.

This case illustrates how the COVID-19 period stress-tested long-term contracts across multiple industries by exposing the fragility of arrangements built on assumptions of stable demand. It is particularly relevant where upstream supply and logistics commitments remained fixed while downstream consumption collapsed abruptly. Resolving the dispute required analysis not only of contractual terms but also of the economic interdependence between production, transportation, and end-user markets. The same dynamics continued to shape contractual risk throughout 2025 and are likely to remain a central feature of dispute and risk management in 2026, in an environment marked by geopolitical tension, supply chain realignment, and tariff uncertainty.

3

CASE REPORT

Escalation of War Risk and Valid Charterparty Termination under a Voyage Charterparty

Region	Ukraine / Black Sea
Jurisdiction and Service	**Governing Law:** English Law **Dispute Resolution / Forum:** London Arbitration (LMAA) **Advisory / Procedural Services:** › Charterparty Advisory › Contract Interpretation › Enforcement & Recovery
Asset / Facility Type	Dry Bulk Carrier Vessel
Trade / Cargo Sector	Bulk Commodities / Grain
Risk Type	› War & Geopolitical Risk › Sanctions / Insurance Risk › Crew Welfare & Safety Risk
Core Matter	› Voyage Charterparty Termination › War Risk Clause Interpretation
Outcome Highlight	Owners were found entitled to cancel the voyage charterparty following a material escalation of war risk, notwithstanding that the conflict was already ongoing at the time of fixture. The tribunal confirmed the continued effectiveness of war risk clauses and upheld the owners' reasonable judgment in protecting vessel, crew, and insurance cover. Following the tribunal's decision, we successfully pursued recovery of our clients' legal costs through a costs award, and subsequently advised on enforcement steps across multiple jurisdictions.

Owners fixed a grain voyage from Ukraine's Danube ports in early July 2023 on Voywar terms, pricing in the risk environment as it then stood. Within weeks, the Grain Initiative collapsed and attacks intensified, forcing a decision on refusing orders and terminating before the loading voyage began.

Background

The owners of a bulk carrier were fixed under a voyage charterparty dated early July 2023 on the Synacomex 2000 form, incorporating the Voywar 1993 clause, for the carriage of a grain cargo from the Ukrainian ports of Reni or Izmail to the East Coast of Italy. The fixture was concluded against the background of the ongoing war between Russia and Ukraine, with the parties proceeding on the basis of the risk environment prevailing at the time of contracting, at a point when the Black Sea Grain Initiative remained in effect.

Escalation event

On 17 July 2023, the parties agreed a laycan extension to 24–28 July 2023. On the same day, Russia withdrew from the Black Sea Grain Initiative and commenced a series of direct missile attacks on the port of Odessa, heavily impacting Ukraine's grain export infrastructure. Within days, the ports of Reni and Izmail, previously regarded as relatively safe due to their geographic proximity to NATO borders, were subjected to targeted bombardment. Russian authorities also declared that vessels sailing to Ukrainian ports would be treated as hostile.

Contract response

In light of these developments, serious concerns arose regarding the safety of the nominated ports, the likelihood and severity of further attacks, crew safety, and the insurability of the voyage following the escalation of hostilities. The owners refused the charterers' orders to proceed to Reni or Izmail and terminated the charterparty before the commencement of the voyage to the loading port, relying on the war risk provisions and the safe port warranty. The charterers alleged an "anticipatory breach" and claimed damages for the cost of a substitute fixture.

Tribunal outcome

Interwits represented the owners in London arbitration under LMAA Terms. The tribunal's decision turned on whether there was a material escalation beyond the risk environment contemplated at fixture, and what that meant for owners' discretion under the war risk regime.

What the tribunal treated as the core issues

- Whether the owners had assumed the relevant war risks at the time of fixture, or whether the post-fixture developments amounted to a material escalation justifying refusal and termination.
- Whether the charterparty's allocation of any extra war risk insurance premium to owners implied acceptance of the prevailing war-risk profile, or whether owners' contractual discretion to refuse orders and terminate remained intact where the risk materially escalated.
- How the factual timeline between the laycan extension (17 July 2023) and the termination decision (24 July 2023) informed the escalation analysis.

Material escalation and the "risk assumed" point

- The tribunal found a material escalation in the nature and extent of risk following Russia's withdrawal from the Black Sea Grain Initiative and the direct targeting of Reni and Izmail.
- Owners were deemed only to have accepted the level of war risk prevailing at fixture; allocating extra war risk insurance costs to owners did not amount to accepting future escalation beyond that level.
- The legal test was not a binary question of foreseeability or general awareness of war risk, but whether the danger relied upon had become different in nature or extent from that undertaken at contracting.

Insurance procurement and "anticipatory breach"

- The tribunal rejected the charterers' argument that the absence of extra war risk insurance before exercising discretion amounted to an anticipatory breach.
- Owners were not obliged to procure extra war risk insurance before exercising discretion, and it was not unreasonable to refrain from obtaining cover before the itinerary was certain.
- Even if increased insurance costs influenced the decision, that did not make the exercise of discretion unreasonable or capricious; it was treated as further evidence of escalation.

How the tribunal assessed "reasonableness"

- In assessing the exercise of discretion, the tribunal reaffirmed that the threshold for unreasonableness is a high one, and that it was sufficient that there was material on which a reasonable shipowner could have reached the same conclusion. The tribunal accepted that the owners had carried out appropriate and proportionate enquiries through their local agents.

Whether owners had to invite an alternative port nomination

- It held that the obligation to seek alternative nominations arises only where the charterparty provides a contractual "range" of loading/discharging ports.
- Here, the charterparty did not provide a range; it named two alternatives (Reni or Izmail) at charterers' option, and two named ports do not constitute a "range" for loading.
- A range of discharge ports could not be treated as creating a range of loading ports where none was agreed; accordingly, owners had no obligation to allow a 48-hour period for alternative nomination and cancellation was contractually valid.

Our Take

This case confirms that fixing a vessel during an ongoing armed conflict does not, in itself, fix the level of risk assumed for the life of a charterparty. What matters is whether subsequent developments amount to a material escalation beyond the risk environment reasonably contemplated at the time of fixture. In current trading conditions, where avoiding all risk-prone areas is often unrealistic and owners must balance operational continuity, fleet utilisation, and increasing ton-mile exposure caused by global disruptions, the award recognises that war risk, insurance availability, and crew safety form part of a single, evolving risk assessment. Even where a vessel is fixed into a known risk area, owners are not locked in if escalation materially alters the risk profile, and may, acting in good faith and where contractually justified, refuse orders and terminate the charterparty.

4

CASE REPORT

Jurisdictional Challenge, Arbitration Clause Enforcement under Charterparties, and Rejection of Forum Shopping

Region	Romania-Türkiye / Black Sea
Jurisdiction and Service	**Governing Law:** English Law / Turkish Law **Dispute resolution forum:** London arbitration LMAA / Turkish Litigation **Advisory/Procedural Services:** › Charterparty advisory › Contract interpretation
Asset / Facility Type	Product or Chemical Tanker Vessel
Trade / Cargo Sector	Chemical Cargoes / Liquid Commodities
Risk Type	› Jurisdictional / Forum Risk › Procedural Abuse Risk
Core Matter	› Arbitration Clause Enforcement › Jurisdictional Challenge › Demurrage & Delay Claims
Outcome Highlight	Claims brought in breach of a London arbitration clause were dismissed, confirming the enforceability of arbitration agreements and rejecting demurrage claims advanced through forum selection inconsistent with the agreed dispute resolution mechanism.

A demurrage claim under an English-law voyage charter was filed in the Turkish Commercial Court despite a London arbitration clause. The real contest became whether the agreed forum could be side-stepped through arguments and tactical local proceedings.

Background

A Turkish owner of a chemical tanker ship commenced proceedings before the Turkish Commercial Court seeking recovery of a demurrage claim arising under a voyage charterparty for the carriage of a liquid chemical cargo, governed by English law. The claim was pursued before the Turkish Commercial Court, notwithstanding the express choice of English law and a London arbitration clause incorporated into the fixture recap, rider clauses, and the ASBATANKVOY form.

Jurisdictional dispute

Interwits represented the defedant, a Turkish charterer, and immediately challenged the Turkish court's jurisdiction, relying on the validity and enforceability of the London arbitration agreement. The claimant sought to circumvent the arbitration clause by invoking Turkish mandatory language legislation dating back to 1926, arguing that the English-language charterparty and arbitration clause were invalid and unenforceable between Turkish entities. The claimant relied on the historical purpose of the legislation, which mandates the use of Turkish in certain commercial documents and provides for invalidity where contracts between Turkish companies are concluded in a foreign language.

The matter was particularly notable in illustrating how disputes may arise where a party challenges the validity of an arbitration clause while continuing to advance substantive claims under the same charterparty, relying selectively on the principle of separability recognised in international arbitration law and practice.

The case demonstrates how separability, while designed to protect the integrity of arbitration agreements, may be invoked in an opportunistic manner if not addressed through a disciplined procedural response.

Court approach

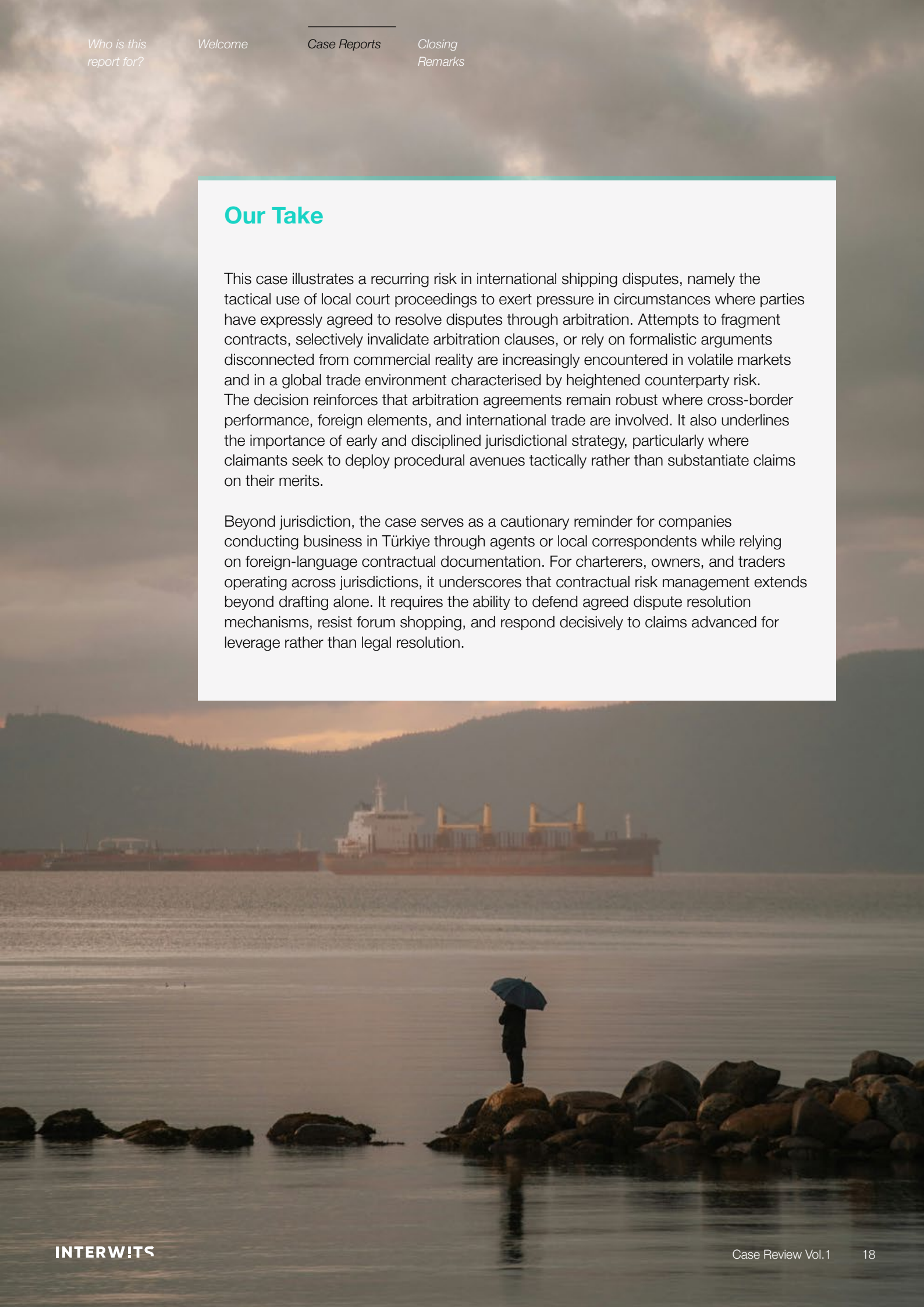
Against this background, Interwits' litigation teams in Türkiye and the United Kingdom worked in close coordination. While preparations were undertaken for an application in London, a comprehensive jurisdictional defence was advanced before the Turkish Commercial Court. This defence was grounded in international arbitration principles, Turkish conflict of law principles and arbitration legislation, and demonstrated that the dispute contained a clear foreign element arising from cross-border carriage, foreign ownership structures, and overseas performance. We further highlighted the claimant's inconsistent reliance on the alleged invalidity of the charterparty while selectively seeking to enforce its demurrage provisions under the same contractual instrument.

Although the 1926 legislation has, in other cases, been relied upon by Turkish courts to refuse recognition of foreign arbitration clauses or contracts drafted in foreign languages, the court accepted our submissions and rejected the claimant's attempt to bypass the agreed arbitration mechanism. On that basis, the jurisdictional challenge succeeded, and the Turkish court declined to proceed further with the claim.

Our Take

This case illustrates a recurring risk in international shipping disputes, namely the tactical use of local court proceedings to exert pressure in circumstances where parties have expressly agreed to resolve disputes through arbitration. Attempts to fragment contracts, selectively invalidate arbitration clauses, or rely on formalistic arguments disconnected from commercial reality are increasingly encountered in volatile markets and in a global trade environment characterised by heightened counterparty risk.
The decision reinforces that arbitration agreements remain robust where cross-border performance, foreign elements, and international trade are involved. It also underlines the importance of early and disciplined jurisdictional strategy, particularly where claimants seek to deploy procedural avenues tactically rather than substantiate claims on their merits.

Beyond jurisdiction, the case serves as a cautionary reminder for companies conducting business in Türkiye through agents or local correspondents while relying on foreign-language contractual documentation. For charterers, owners, and traders operating across jurisdictions, it underscores that contractual risk management extends beyond drafting alone. It requires the ability to defend agreed dispute resolution mechanisms, resist forum shopping, and respond decisively to claims advanced for leverage rather than legal resolution.



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CASE REPORT

Dispute Concerning Long-Term Storage Obligations and Lien Rights under Annual Depot Agreements

Region	Türkiye / East Mediterranean
Jurisdiction and Service	**Governing Law:** Turkish Law **Dispute Resolution / Forum:** National Court Proceedings **Advisory / Procedural Services:** › Contract Interpretation › Enforcement & Recovery
Asset / Facility Type	Storage Facility / Logistics Infrastructure
Trade / Cargo Sector	General Logistics / Supply Chain Operations
Risk Type	› Cargo Control / Lien Risk › Procedural Abuse Risk
Core Matter	› Lien Rights & Security › Storage / Depot Agreement Interpretation
Outcome highlight	Wrongful lien claims were rejected, reinforcing the client's contractual and commercial position.

Annual depot agreements in Türkiye escalated when a storage provider asserted a lien over stored materials. The case tested the limits of lien rights, and how quickly control of goods can become commercial leverage in high-volume logistics operations.

Background

A major regional logistics operator faced contractual claims arising from annual storage agreements governing the use of a large-scale depot facility in Türkiye. The dispute arose when the storage provider asserted a lien over stored materials and relied on the agreements to justify retention and broader control.

Key issue

The central question was whether the storage provider's asserted lien fell within the scope of its contractual rights under the annual depot agreements, and whether the operational interference caused by the lien could be justified on a strict legal footing.

Interwits approach

We represented the logistics operator before the first instance court in Mersin, one of Türkiye's principal ports and logistics hubs. The strategy focused on contractual interpretation and on testing the lien against the limits of the storage provider's obligations and rights under the governing agreements.

Court decision

The court upheld our client's contractual position, confirmed the limits of the storage provider's obligations and lien rights, and awarded compensation for the wrongful assertion of lien over the stored materials. Following the defendants' appeal to the Regional High Court, the matter was resolved through settlement on terms favourable to our client. The resolution preserved the commercial effect of the first instance judgment while avoiding prolonged appellate proceedings.

Insights

This matter underscores the importance of precise drafting in storage and depot agreements, particularly in relation to lien rights, allocation of operational responsibilities, and risk management in high-volume logistics environments. It also reinforces that lien assertions which disrupt ongoing logistics operations will be scrutinised closely where contractual authority is not explicit.

Our Take

Disputes involving lien rights in logistics and storage arrangements often arise at moments of operational pressure, where one party seeks leverage through control of goods rather than through contractual enforcement mechanisms. This case demonstrates that courts will require strict contractual and legal justification for the exercise of lien.

Closing Remarks

Interwits is proud of what we accomplish alongside our clients and deeply value the trust they place in us. In complex and rapidly evolving sectors such as shipping, international trade, energy and logistics, that trust is built on clarity, experience and sound judgement.

We honour that trust by applying our guiding principles to every client relationship, combining sector insight with a pragmatic, solution-driven approach.

As global markets continue to evolve, we remain committed to helping our clients anticipate risk, navigate complexity and move forward with confidence.

If you wish to explore these themes further or understand how similar risks could affect your operations, visit our website or contact a member of our team who will be happy to advise you on a strictly confidential, no-obligation basis.

Learn more about our unique approach at **interwits.com**
or by contacting our team via email to **info@interwits.com**
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