

Court of Cassation confirms binding effect of agreements between parties in trademark invalidation claims

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- The plaintiff consented to the defendant's trademark under an agreement but later sought invalidation of the earlier-filed trademark.
- The Court of Cassation held that the agreement covered the earlier trademark based on the parties' actual and implied intentions.
- Filing an invalidation action despite prior consent was found to be contrary to the principle of good faith.

In Decision No. 2025/2697 E, 2025/6214 K of 13 October 2025, the Court of Cassation (CoC) upheld the final decision dismissing the plaintiff's invalidation claim.

Background

The parties had been partners and had used the KÖSEOĞLU trademark in the agricultural chemicals sector. Under an agreement dated 10 October 2013, the partnership was terminated, the defendant's registered trademarks were assigned to the plaintiff, and the plaintiff undertook not to object to the defendant's trademark applications filed until 30 June 2014, provided that the term 'Köseoğlu' was used without prominence.

The plaintiff filed an invalidation action against the A . . . KÖSEOĞLU trademark (No. 2013 26322), which the defendant had applied for on 21 March 2013 (ie, before the date of the agreement). In the same action, the plaintiff also alleged trademark infringement and unfair competition based on the defendant's confusingly similar use of the trademark.

IP Court decision

The IP Court held that the trademark had been filed in bad faith during the parties' partnership and caused likelihood of confusion with the plaintiff's trademarks. It, therefore, ruled for invalidation of the trademark. The Court also admitted the trademark infringement claim owing to the defendant's confusingly similar use of the mark, particularly on green sacks with an almost identical design.

CoC decision

The defendant appealed the decision. The CoC upheld the decision with respect to trademark infringement; however, it reversed the decision regarding invalidation.

The CoC held that, under the agreement, the plaintiff had consented to the registration and use of the KÖSEOĞLU trademark and that the trademark complied with the conditions set out therein. It further stated that the prior filing of the application did not constitute bad faith, whereas seeking invalidation of a consented trademark was contrary to the principle of good faith under article 2 of the Turkish Civil Code. The CoC also noted that the defendant's actual use of the trademark did not justify invalidation of the trademark.

The IP Court resisted on its decision and held that the agreement between the parties did not cover the trademark at issue but was limited to trademark applications filed between the date of the agreement and 30 June 2014.

General Assembly decision

The defendant appealed the decision, and the General Assembly of the CoC reversed the resistance decision.

Considering the parties' intention to terminate their commercial relationship, as well as their actual and implied intentions, the General Assembly concluded that the consent

granted under the agreement also covered trademark applications filed before the date of the agreement. Accordingly, it held that challenging a consented trademark was contrary to the principle of good faith.

The IP Court complied with this decision, and the plaintiff appealed; however, the CoC rejected the appeal and upheld the ruling.

Comment

This decision demonstrates that agreements executed between the parties play a significant role in trademark prosecution and invalidation proceedings. It is also noteworthy that the CoC interpreted the agreement by examining the parties' actual and implied intentions.

This decision is consistent with previous case law. In its decision concerning the [SULTANS OF THE DANCE](#) trademark, the CoC likewise held that it was correct to reject the trademark application, given the agreement preventing either party from using the trademark.

From a practical perspective, this decision serves as a reminder for brand owners that termination, coexistence or settlement agreements may be broadly interpreted, and bind the parties in trademark proceedings.



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