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THE NOTIFICATION MADE TO THE AGENT

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Abstract:

Individuals can not only follow their legal transactions themselves, but also can appoint agents for these transactions. By thinking this possibility, the law maker regulated the procedural actions done against the people who follow the legal action about an individual himself. In our work, following will be mentioned; the concept of representation and the scope of deputation, in works which are followed by an agent under which circumstances notifications should be made for an agent and principle, the result of the notification made for the assistant and/or intern of the agent or in a situation where being represented by more than one agent. Lastly, the sanction of not obeying Notification Law 11th article will be stated.

Keywords:

Notification, Representation, Reputation, Administrator, Notification Law

1. Introduction

Notice means annunciation, recital, announcement, and informing. It is process that a citation or a written order is delivered to acceptor and in return, relevant person is informed about the subject-matter by receiving his/her signature. Notification is an official act made on the purpose of informing persons, who are influenced by the legal results of a transaction or a movement, about this transaction or movement and documentation of this informing[1]. As a consequence of this movement or transaction, relevant person can be entitled to rights or liabilities and prohibitions can be arisen for this relevant person. The person who is affected by all of them is acceptor or answerer[2].

In accordance with the principles of fair hearing, right to defense, right to be heard, hearing in a reasonable time, and procedural economy, notification must be duly made in time. Each of the rights mentioned constitutes basis of adjuratory procedures, and they are codificated as peremptory rules in our several codes. The right to be heard which is a part of fair hearing and is reflected in notification expresses that persons have to be informed about legal transactions started. Being able to use this right depends on notification which is duly made[3].

Each of parties follows proceedings on one's own or via an agent. In lawsuits pursued by the agent, every transaction is made to agent instead of principal. In our work, generally, notification and results of notification made to agent in conjunction with several Supreme Court decisions will be explained after mentioning the relation between principal and agent.

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[1]İlhan E. Postacioğlu, Medeni Usul Hukuku Dersleri, İstanbul: Sulhi Garan Matbaası, 6.bs, 1975, s.478; Saim Üstündağ, Medeni Yargılama Hukuku, C I.II, İstanbul 2000,s.427; Hakan Pekcanitez, Oğuz Atalay, Muhammet Özekes, Medeni Usul Hukuku, 14. bs., Ankara, Yetkin Yayınları, 2013, s. 168.

[2]Baki Kuru, Ramazan Arslan, Ejder Yilmaz, Medeni Usul Hukuku, 20.bs, Ankara, Yetkin Yayınları, 2009, s. 795; Nesibe Kurt Konca, "Türk Hukukunda Tebligata İlişkin Güncel Sorunlar ve Çözüm Önerileri", TBB Dergisi, 2014/114, s. 240.

[3]Muhammet Özekes, Medeni Usul Hukukunda Hukuki Dinlenilme Hakkı, Ankara, 2003, s.98.

2. Literature Review

2.1. The Concept of Representation and the Scope of Mandate:

2.1.1. In General

Each of parties follows proceedings on one's own or via an agent. What really matters is that legal transactions are made by persons themselves. However, this may not be possible due to other reasons or relevant person can use this right by assigning someone or some people[4]. Taking care of these possibilities, the legislator has settled regulations related to legal transactions made by representative in the Art. 40 of the Turkish Code of Obligations and later on.
There are two types of representation in lawsuits and procedures: legal representation and voluntary representation. Legal representation is that in lawsuits, those not having legal capacity are represented by legal representative. On the other hand, voluntary representation is that representative follow proceedings upon represented person's will. Representation is a unilateral legal transaction. To been able to founded representation, it is not necessary that there is a contract between representative and represented, nevertheless, in general, authority to represent is given by agent contract[5]. While agent contract is settled in the Art. 502 of the TCO and later on, power of agent is settled in the Art. 71 the Code of Civil Procedure and later on. The Art. 72 of the CCP refers to the articles related to representations in the TCO.

2.1.2. The Relation Between Authority to Represent and Agent Contract

Authority to represent is independent from agent contract. Invalidity of agent contract does not mean invalidity of authority to represent6. Thanks to authority to represent, representative acts in the name of represented and settles external relation with third person in the name of represented. Agent contract regulates internal relation between agent and principal, and brings legal liabilities to agent[7]. Provisions related to agent contract are found between Art. 502 and Art. 514 of the TCO. The contract between agent and principal predicts that agent has responsibility to act in accordance with principal's will and favor. Agent's obligation of acting cannot be restricted with time limit and not reaching willed consequences is not agent's responsibility. Agent contract is consensual and bears perdurable obligation. Furthermore, it is not a perfectly bilateral contract, since performance related to fee is not one of essential facilities, in other words, fee is taken if it is settled on the contract or practice[8]. Provided that parties determine paying fee in accordance with contract or practice, the contract becomes a perfectly bilateral contract. In addition, authority to represent is bounded with time limit, whereas agent contract cannot be bounded[9] with a time limit. Agent incurs obligation of acting notwithstanding a time limit[10].

Furthermore, we think it is beneficiary to mention that the concept of attorney agreement differs from agent contract and authority to represent. Attorney's agreement is a new concept and it is not regulated clearly in laws. Art. 164 of the No. 1136 Attorney's Act, there is the concept of "wage agreement". However, it does not seem to be possible to say that this article describes attorney's agreement.

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[4]Kuru/Arslan/Yilmaz, s.257; Abdurrahim KARSLI, Medeni Muhakeme Hukuku Ders Kitabı, İstanbul: Alternatif, 2.B, 2011,s.308.

[5]Haluk Tandoğan, Borçlar Hukuku Özel Borç İlişkileri, C.II, Ankara 1987,s.182.

[6]Fikret Eren, Borçlar Hukuku Genel Hükümler, İstanbul: Beta, 10.bası,2008,s. 399; Kemal OĞUZMAN, Turgut ÖZ, Borçlar Hukuku Genel Hükümler, 5. B, İstanbul 2006, s. 171.

[7]Tandoğan, s.183; Fahrettin Aral, Borçlar Hukuku Özel Borç İlişkileri, 7. B., Ankara 2007,s.396; Eren, s.398; Oğuzman/Öz, s.171; Kuru/Arslan/Yilmaz, s.262; Şakir Berki, Borçlar Hukuku Özel Hükümler, Ankara, 1973,s.156.

[8]Cevdet Yavuz, Türk Borçlar Hukuku Özel Hükümler, 7. Baskı İstanbul 2007, s. 608; Tandoğan, s.356; Fahrettin Aral, Hasan Ayranci, 6098 Sayılı Türk Borçlar Kanunu'na Göre Hazırlanmış Borçlar Hukuku Özel Borç İlişkileri, 9. Baskı Ankara 2012, s. 387.

[9]Oğuzman/Öz, s. 178.

[10]Tandoğan, s. 182; Yavuz, s. 608.

Attorney's agreement is an onerous, sui generis and synallagmatic contract that primary obligation is legal aid and the matter of legal aid is described in the Art. 2 and Art. 35 of the Attorney's Act. The scope of agreement is determined by parties. Its subject is performing a specific work or serving. Advocacy may be performed by persons having monopoly right according to the Art. 35 and Art. 63 of the Attorney's Act[11].

Even if attorney's agreement and agent contract resemble each other in terms of a lot of facilities, they have different facilities in terms of fee, written form requirement, liabilities of parties, shutdown, and retirement. Agent contract in comparison with attorney's agreement is in a general character. The boundaries of attorney's agreement are determined according to the Attorney's Act. Provisions of agent contract in the TCO may be implemented about subjects that are not regulated in Attorney's Act.

2.1.3. The Scope of Mandate

The Art. 504 of the TCO that settles the scope of mandate holds that the scope of mandate is determined according to the quality of act, if it is not frankly predicted in the contract. If the scope of mandate is taken into consideration, there are two types referred to as general and special.

If it is containing of authority to perform all kind of legal transactions that legal order allows without any restriction, except donation and sale, there is general mandate[12]. If it is containing of authority to perform one or more particular act, there is special mandate. Agent entitled with general mandate can fulfill ordinary legal transactions. He/she has to be authorized specifically in accordance with the Art. 504 of TCO to be able to sue or defend in the name of her/his principal in a lawsuit[13].

As regards the procedural law, this difference refers to as general warrant of attorney and special warrant of attorney[14]. The scope of attorney ship is that principal gives authority against third parties to agent. Moreover, it is to state that issuing warrant does not mean there is an agent contract between agent and principal. It only denotes agent has authority to represent principal, so agent does not have any obligation. Provided that person sets warrant for agent to represent him/her in all lawsuits that principal sues or is tried, there is general warrant of attorney. If principal sets warrant for agent to follow one or more particular case, there is special warrant of attorney[15].

As setting general warrant does not give liberty to act without principal's knowledge and prescription, agent does not have to represent principal in each lawsuit brought in the name of principal[16]. In lawsuit brought against client, it must be obtained permission in order to be able to notify general attorney of lawsuit petition[17]. Additionally, lawsuit petitions brought against client must be notified per say client so that person can choose agent whom he/she wants represent oneself[18].

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[11]Meral Sungurtekin, Avukatlık Mesleği Avukatın Hak ve Yükümlülükleri, (Tez),Ankara Üniversitesi Sosyal Bilimler Enstitüsü, 1994, s.167; Ahmet İYİMAYA, Temsil Yoluyla Ba$_{ğ}$ıtlanan Avukatlık Sözle$_{ş}$mesi i$_{ç}$in Özel Yetkinin Varlı$_{ğ}$ı Zorunlu mudur? Tür. Bar. Bir. Der. 1993 S.3-4.

[12]Eren, s.400; Oğuzman/Öz, s.176; Tandoğan, s.218;Kuru/Arslan/Yilmaz, s.263.

[13]Baki Kuru, Hukuk Muhakemeleri Usulü, C., II, 6. B., İstanbul 2001, s. 1252; Üstündağ, s. 403; Kuru/Arslan/Yilmaz, s.263.

[14]Kuru/Arslan/Yilmaza, s. 263; Pekcanitez/Atalay/Özekes, s. 198.

[15]Kuru/Arslan/Yilmaz, s. 263.

[16]Postacioğlu, Medeni Usul Hukuku Dersleri, s. 325;Üstündağ, s. 404.

[17]Üstündağ, s. 404; Postacioğlu, medeni usul hukuku dersleri s. 325; Kuru/Arslan/Yilmaz, s. 269.

[18]Postacioğlu, Medeni Usul Hukuku Dersleri, s. 325 vd.

2.2. Notifying Agent in Acts Followed by Agent

Notification is made to the last known address of acceptor whom notification will be made[19]. Art. 11 of Notification Law brings that notification is made to agent in acts followed by agent. This provision is compulsory[20].

According to the art. 35(1) of the Attorney's Act, it is necessary that warrant settled by notary in the name of attorney registered in the bar, in case of that persons are represented by agent in lawsuits or executive proceedings. In the file which does not consist of warrant in the name of attorney, notification cannot be made in the name of agent. Perchance it is made; it is easy to reach the result of invalidity of notification[21]. Notification is made to the address written in the warrant[22].

Agent who does not present his/her original warrant or certified copy of it cannot perform any procedural action or sue. Exceptionally, in case of damage arising from delay, the court can consent proceedings by agent on the condition of that presentation of warrant in a time limit determined by the court. The possibility to miss response time in a lawsuit filed or to pass foreclosure or prescription in a lawsuit that will be brought until preparation of warrant can be given as examples to situations that damage arise from delay. Nevertheless, if warrant is not given in determined time limit or principal does not present a petition showing acceptation of actions made by agent, proceedings are deemed not to have occurred[23].

Warrant must be duly issued. In accordance with the Art. 27 of Attorney's Act, the bar stamp which must be founded on warrant is not attached to warrant, proceedings cannot be established. In prescribed time, if the deficiencies are not remedied, notification has to be made to principal[24].

Notification must be made to agent's true address[25]. Otherwise, notification is unlawful. Decision given before getting to know consequence of notification is illicit. Notification address of attorney cannot be expressed as bar

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[19]Kuru/Arslan/Yilmaz, s.798; Seyithan Deliduman, Tebligat Hukuku Bilgisi, Ankara: Yetkin Yayınları,2002 s.23.

[20]YargHGK11.5.2005 E. 2005/3-304 K. 2005/326 vb bkz; Yarg.CGK. 24.3.2009,5-56/70, Yarg. 14.HD. 20.3.2009,703/3547,21.HD 16.3.2006,13340-2438, Yarg. HGK.11.05.2005, 3-304/326, bkz., Kazancı İçtihat Bilgi Bankası.

[21]"…Lawsuit petition was notified to attorney although whether the attorney is agent defendant creditor cannot be understood. In the files, there is not warrant expressing attorney is agent of the defendant creditor in lawsuit. In this case, since judgment without duly notifying the principal of lawsuit petition and assigning the party restricted right of defense there is procedural mistake and decision given by judicial authority considering of the merits is contrary to the law and procedure." Yarg. 15.HD19.3.1990, 7/1207. "… participated in following process….belonging to the agent… dated a copy of warrant has been presented in the file. In this case, it is compulsory that laegal document is notified obligator in accordance with the Art. 11 and Art.41 of the Notification Law…"21 Yarg. 12HD.20..1987, E.3397,K.367, vb bkz; Yarg. CGK 27.11.2007,9-175/250; Yarg. 2.HD 21.01.2003, 14475/648, Yarg. 2.HD 17.02.2003,735/1914, bkz., Kazancı İçtihat Bilgi Bankası.

[22]Timuçin Muşul, Tebligat Hukuku, İstanbul: Güncelleştirilmiş Genişletilmiş 4. Baskı, Adalet Yayınevi, 2012,s.144; Ahmet Uğur Turan, Tebligat Hukuku Tebligat Suçları ve İlgili Mevzuat, Ankara: Seçkin Yayıncılık,2006,s.110; KARSLI, s.398;" Notifying principal is contrary to the law whereas notification is made to agent authorized for following the lawsuit at every stage." İBK.1.7.1940, 7/75, bkz., Kazancı İçtihat Bilgi Bankası.; Yilmaz/Çağlar, s.192-204; Yarg. 15. HD.19.3.1990, 7/1207.

[23] Karsli, s.398; Kuru/Arslan/Yilmaz, s. 265.

[24]*"…On the warrant given by plaintiff's and defendant's counsel bar stamp is not found. Pursuant to the Art. 27 of the AA changed with the Law No. 4667 these warrants cannot be basic of transactions to remedy the deficiencies notifying the agent in present of ten days peremptory term; otherwise, notifications made become invalid and novating them making to the principal…"* Yarg.2.HD. 23.3.2009, E.2009/581 K.2009/5272, bkz., Kazancı İçtihat Bilgi Bankası.

[25]Ahmet Cemal Ruhi, Tebligat Hukuku, Ankara: Seçkin Yayıncılık,2006,s.361;*"…notifying an address different from address presented in the lawsuit petition, ordering nonsuit without any information and document about receiving notification and*

where attorney belongs to since attorneys have to have office. Their notification addresses are their offices addresses. If notifications are returned from address stated by attorney, address research is asked for the bar where attorney belongs to[26].

If notification is not made to agent due to change of entitled agent's address, notification must be made to new address in the direction of bar's answer asked for bar by research per curriam[27].

As required by the Art. 38 of Notification Law in lawsuits followed by agent, agents can make a notification to the other against receipt. In accordance with the Art. 56(4) of the Attorney's Act, attorneys, in actions substituted, can notify the other party of legal paper and documents through relevant judicial authority without any decision of this judicial authority. A copy of notified papers and documents is attached to relevant judicial authority's file on condition of paying compulsory levy, tax and charge[28]. To illustrate, one of parties' agents can notify opposing party's attorney of papers related to lawsuit.

Since general agent does not have liability to represent the principal for each lawsuit, general agent cannot be managed to accept every notification[29]. For this reason, in terms of present lawsuit, it is useful that notification is made to defendant principal until whether general agent follow the lawsuit or not is clear[30]. In case of that general agent does not accept notification, notification will become null[31].

For notifications made to the government and relevant public legal person, answerer is treasury solicitor[32].

Novation petition and invitation of hearing which denotes date of hearing are notified attorney. If attorney's office is not in judicial locality, notification of invitation is made by rogatory court[33].

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hearing…" Yarg. 6.HD 18.4.1980, 12343/3525,vb bkz; Yarg.12.HD. 12.10.2010,E.2010/23961 K.2010/22949; Yarg. 11.HD. 6.5.2002,E.2002/656, K.2002/4347, bkz., Kazancı İçtihat Bilgi Bankası.

[26]Yilmaz/Çağlar S.208.

[27]Muşul, Tebligat Hukuku,s.155;.*"…notification of preliminary proceedings report is refunded obligator's counsel with paraphrase of moving out of the address, so it is understood that notification is made to the same address pursuant to the Art. 35 of the Notification Law; however, owing to necessity for attorneys to registered in a bar, obligator's attorney's address must be asked for the bar by the court and notification of preliminary proceedings report must be made to last known address in accordance with the provisions of the Notification Law…"*12.HD. 11.09.2012 7456/25972; vb bkz;; Yarg.19.HD 9.3.2006, E. 2006/6990 K.2006/2329; *Yarg.19HD. 18.2.2008, 10648/1394; Yarg.11HD 13.4.2006,1907/4740,bkz., Kazancı İçtihat Bilgi Bankası.*

[28]*Muşul, Tebligat Hukuku, s.80; Turgut Uyar, İcra Tebliğleri (İİK. 21), ABD, 2013/4, s.159. Kuru/Arslan/Yilmaz, s.796.*

[29]*Üstündağ, s. 404; Postacioğlu, Medeni Usul Hukuku Dersleri,s.325; Kuru, b./Arslan, r./Yilmaz, E, s.263.*

[30]*"…assignment of a person as general agent, there is no liability follow all lawsuits without the principal's order… Hence, notifying attorney A. As defendant's counsel and continuing hearing despite the prevention is contrary to the law and procedure…" Yarg. 2.HD 7.6.1971,3771/3698;"…authorizing agent with general mandate, without client's order liability to follow all lawsuits cannot be given to the agent. For instance, obligator commenced execution proceedings even if he/she rejects proceeding via the agent, in terms of withdrawal of appeal brought by creditor since whether obligator's agent is authorize to follow this lawsuit or not lawsuit petition must be notified the principal instead of proxy. Otherwise, duly assignment of the party cannot be provided. Thus, whether a proxy have authority to represent or not it must be researched by the court ex officio…"* Yarg.15.HD 02.11.2004 2004/2041E. 2004/5550K.,bkz., Kazancı İçtihat Bilgi Bankası.

31Timuçin MUŞUL, Medeni Usul Hukuku, Ankara: Adalet Yayınevi,2012,s.218; TURAN, s.111; YILMAZ/ÇAĞLAR s.210;MUŞUL, Tebligat Hukuku, s.144; KURU/ARSLAN/YILMAZ, s. 800.

[32]Yilmaz/Çağlar, s.212; Turan, s.111;*"…treasury has been represented by the attorney in the lawsuit. Writ as not notified treasury solicitor. Decisions given as a result of the lawsuit followed by the attorney must be notified attorney pursuant to the Art. 11 of the Notification Law. It is contrary to the law that notifying bookkeeper of the writ without certification of predicted conditions in defiance of the Art. 13 of the Notification Law…"* Yarg. TD 27.6.1967, 1961/1765. vb bkz;Yarg. 7.HD 14.2.1974, 8598/647; bkz., Kazancı İçtihat Bilgi Bankası.

2.3. Notification in Case of That More Than One Agent is Founded

In case of that person is represented by more than one agent, it is enough that notification is made to one of these agents. Art. 11(1) of the Notification Law holds that if notification is made to more than one agent, date of first made notification is deemed to principal date of notification. Perchance notification is made to more than one agent, first made notification is taken as a basis. Legal consequences depending on notification result beginning from date of first made notification[34]. There is no notification requirement for all agents. If each notification date had been taken as a basis, arisen rights in favor of opposing party would have been lost owing to expiration[35]. That in lawsuits followed by more than one agent, date of first notification is taken as beginning of legal proceeding for opposing party is legal arrangement available to procedural economy and execution of speed and operational functions. Otherwise, in terms of part represented by more than one agent that each of notifications is beginning of counter legal proceeding for other party is tiring and abusive and causes chaos for judicial activities. Beginning of legal process with first notification is available to conduct of judgment and provides speediness.

Provided that more than one agent establishes mandate relation, notification is made to agent on duty at date of notification[36].

In accordance with the Art. 75 of the CCP, if more than one agent is assigned in a lawsuit, each agent can exercise power given to him /her independently and separately from other agents. Contrary restrictions are invalid in terms of other party. In case of that more than one agent is given power at the beginning of lawsuit, each of them may execute procedural actions as regards power on their warrant independently of each other. However, in case of that a different agent is later assigned in the same procedural action or lawsuit, principal has to receive written approval from first agent. Principal can demand this permission by writing a script which will be notified or submitted and giving at least a week duration. Agent is deemed to consent, if he/she does not give any answer in the meantime. When agent does not give approval, warrant of first agent is expired and agent is entitled to gain fee according to

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[33]Muşul, Tebligat Hukuku, s.153;"…*11.12.2003 dated novation petition and invitation of hearing notified T… Dayanıklı Tüketim Malları San. Ve Tic. Ltd,Şti. However, since in actions followed by the agent notification must be made to agent according to the Art. 11 of the Notification Law and this provision is peremptory, notifying the principal is not deemed to be valid. (10.07.1940 and No. 7/75 Decision of Joint Chambers). According to the clear provision of the art.73 of the CCP, the court cannot decide without hearing or giving invitation for parties to annunciate their pleadings and defense except particular situations predicted by the law. For this reason, it is compulsory that in compliance with the provisions of the Notification Law and the relevant regulation novation petition and invitation of hearing are notified mentioned defendant to be benefited from right of defense explained in the Art. 36 of the Constitution. Delivering a judgment in written form by continuing the hearing in the absence of the defendant and ignoring this aspect concerning public order is contrary to the law and procedure and this is the reason of annulment…"* Yarg21.HD.16.3.2006, E.2005/13430,K.2006/2438;vb bkz.Yarg. 6.HD 24.4.2006,E.2006/2213, K.2006/4389.,bkz., Kazancı İçtihat Bilgi Bankası.

[34]Muşul, Medeni Usul Hukuku, s.217;MUŞUL, Tebligat Hukuku, s.142; Turan, s.111; Halil Kiliç, Hukuku Muhakemeleri Kanunu, Ankara: Adalet Yayınevi,2011,Cilt1,s.1224; Kuru/Arslan/Yilmaz, s.270;*"In lawsuits followed by agent, notifications are made to agent (No. 7201 Art. 11 of the Notification Law). If there is more than one agent of a person, it enough to notify one of them. There is not necessity to notify all of them. In case if that notification is made to more than one agent, date of first notification ise deemed to be the beginning of applying right to appeal. Therefore, prescribed terms starts to lapse. Otherwise, time lapse causes damage of rights arisen in favor of the other party…"*Yarg. 2.HD. 6.6.1978 E. 1978/4236 K.1978/4546; vb bkz; Yarg.2.HD 16.6.1986, E.1986/3954, K.1986/5995; Yarg.11.HD. 5.2.2007, E. 2005/13969 K.2007/1274; Yarg. 2.HD 16.6.1986, E.1986/3954, K.1986/5995.;

[35]1.HD 08.03.1994 T. E.1994/7364 K.1994/2972, bkz., Kazancı İçtihat Bilgi Bankası.

36Yilmaz/Çağlar, s.222;"…*In acts followed by agent, it is enough to notify one of them, if there is more than one agent (the Art. 64 of the CCP, the Art. 11 of the Notification Law). In concrete case, the attorney who wants to participate in the lawsuit as the plaintiff later wanted to be notified decision to the address written in the petition by stating to appeal before the notification of the decision. This attorney of the plaintiff cannot accept notification made to former attorney as valid after this attorney revealed his/her will and wanted to be notified the decision. Besides, the court needed to notify mentioned attorney by taking this situation into consideration. Therefore, it has passed to substantial examination by deciding that the plaintiff is in the period of appeal unanimously…*" Yarg.19.HD. 24.9.1998 E. 1998/4111 K.1998/5480,bkz., Kazancı İçtihat Bilgi Bankası.

Art. 172 of the Attorney's Act. Initially or later, in the case of that more than one agent follows lawsuit with written approval of first agent, each of them can singly follow the lawsuit and fulfill procedural actions[37].

In accordance with the Art. 73(2) of Code of Civil Procedure embodied that restrictor actions aimed at restriction of agent's power is invalid with respect opposing part, demanding notification from the agent whom principal assigned, for example an attorney in Rize, does not concern for notifying authority. This is interested in internal relation between principal and agent[38].

Pursuant to the Art. 47 of Notification Law that brings person representing persons more than one is given a copy of document which will be notified. In so far as, person constituted only for being informed must be given copies as number of persons designee represents, agent who represents persons more than one is given a copy of document which will be notified. However, agent whom power is given only for being informed has to be granted copies of document as number of persons represented[39].

2.4. When is Notification Made to Agent

The provision that in actions followed by an attorney notifications made to the attorney's office are made in official work days and hours is predicted is added to the Art. 11 of the Notification Law with No. 6099 Notification Law and Law About Amendments to Some Laws. In addition, the Art. 18 of the Ordinance About Applying of the Notification Law dated of 25 January 2012 brings that in acts followed by agent, notification is made to the agent and notifications made to the agent's office are made in official work days and hours.

In present Notification Law, in what days and hours notification is made is not regulated. It is aimed at preventing loss of right due to the fact that attorneys are not founded in their offices in official work days and hours with this amendment passed in 2011. Thus, that agents avoid being informed except work days and hours reached legal basis. These official work days and hours express work days and hours of the officer who will notify. That attorneyship is self-employment can be reason of that work hours of attorney are not taken as basis. In this manner, it may not be possible to notify agent on Saturday or Sunday[40]. Eventhough it is criticized by attorneys, it is possible to notify during judicial recess pursuant to the Art. 103 of CCP. Notification Law only regulates notification in work days and hours and there is not any provision about not being notified during judicial recess[41].

2.5. Notifying Worker, Intern or Clerk of Agent

In the case of that attorney who will be notified is not founded at the Office, notification is made to labor at the attorney's office in the name of the attorney[42]. Nevertheless, to exemplify, notifications cannot be made to persons such as an attorney at next flat, another attorney at the office, labor work out of the attorney's office. Otherwise, notification becomes unlawful[43].

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37 Kuru/Arslan/Yilmaz, s.270.

38Muşul, Tebligat Hukuku,s.142;MUŞUL, Medeni Usul Hukuku, s.217;Yarg.8.HD.,07.07.1981, E.1981/6626,K.1981/7612, bkz., Kazancı İçtihat Bilgi Bankası.

39Muşul, Tebligat Hukuku, s.143.

40Ahmet Cemal Ruhi, Tebligat Kanunu'nda Yapılan Değişiklikler, Hukuk Muhakemeleri Kanunu ve Borçlar Kanunu Sempozyumu, Ankara Barosu Yasa İzleme Enstitüsü, Ankara: Başak Matbaacılık, 24-25 Mart 2011,s.9.

41Muşul, Tebligat Hukuku, s.15.

42Uyar, s.162; Nazif Kaçak, Tebligat Kanunu Şerhi ve Tüm Yönleriyle Tebligat, Ankara: Seçkin, 2004, s.108-109 ;Yarg.19. HD. 11.02.2010 E.2009/10955 K.2010/1321,bkz., Kazancı İçtihat Bilgi Bankası.

43Kaçak, s.108-109; *"…In the Art. 17 of the Law No. 7021Notification Law, it is stated that notification is made to the workers or officers there, if persons committing regularly job and trade are not founded in their workplace. Another attorney worked together in the same office cannot be accepted as one of workers or officers…"* Yarg.3 HD 19.9.1994,10735/11486, bkz., Kazancı İçtihat Bilgi Bankası.

Thanks to the Art. 37 of Notification Law that denotes annunciating day and hours of following hearing to attorney's clerks and interns whose roles are confirmed by judicial authority during hearing is under the heel of notification has brought an exception to notifying the agent. However, this exception is brought for only annunciation of hearing's date by the judicial authority. Besides this exceptional situation in the Art. 17 and the Art. 37 of the Notification Law clerks and interns are not entitled to accept notification in the name of the attorney. Since Out of these exceptional situations, notification made to clerks and interns in the name of the attorney is contrary to the law, it is accepted as unlawful notification[44].

2.6. Authorization Someone Who is Not Attorney to Accept Notification

Persons can designate only agent to accept notifications. However, notification to someone, who is not attorney, given this power cannot go beyond being informed and in practice, such assignment will not be reasonable because this person cannot other act related to lawsuit[45].

The basic reason of notification is providing that acceptor of notification is informed and fulfill a particular act. Since someone who is not attorney cannot perform procedural actions, entitling a person only for notification has no meaning in practice despite the fact that is possible institutionally. Indeed, the Supreme Court held that it has understood that to follow actions allocation of widow's pension from her husband died during the military service, the plaintiff assigned a scrivener who is not an attorney as general agent and the decision related to rejection of application to the ministry was notified this principal. Because of the fact that in compliance with the Art. 11 of the Notification Law and the Art. 15 of the Regulation of Notification, notification made to general agent who is not attorney is assumed admissible, according to the Art. 67 of the Law No. 521, ninety days duration was lapsed and dismissal of the action due to time lapse…". It is clear that this situation causes important loss of rights.

2.7. Notifying in Case Termination of Mandate

Mandate relation terminates in cases of dismissal, resignation, death of principal, bankruptcy, and loss of capacity[46]. Agent can resign from general mandate with a unilateral declaration of intention (Art. 81 of CCP/Art. 41 of AA). Duty of mandate ends with resignation. Consequences of resignation of agent is regulated in the Art. 41 of the AA in terms of internal relation, whereas it is regulated in the Art. 81 of CCP with regard external relation[47]. When attorney withdraw from mandate on the condition of bearing expense, he/she must notify the principal of notification explaining this situation through the judicial authority. Otherwise, all annunciations are continued to make to the attorney. Competence of the attorney who withdraws from following a particular action or defense may continue during fifteen days beginning from the date of notification explaining the situation of withdrawal in accordance with the Art. 41 of the AA and the Art. 81 and the Ar. 82 of the CCP[48]. Resignation of agent does not have effect on duration started to lapse with notifications made before[49]. Additionally, the Art. 39 of AA brings liability that agent keeps documents notified oneself during three years since termination of mandate. If the agent informs the principal to deliver the documents, the duration of the liability of keeping is three months.

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[44]Muşul, Tebligat Hukuku, s.79;*"…It is understood from the scope of the file that remittitur was notified the person named Eyüp Karagül instead of the plaintiff's attorney. The plaintiff's attorney has claimed that this person is not his/her co-worker and he is not authorized to be notified in the name of the attorney. In the Art. 11 of the Notification Law it stated that in actions followed by agent notification is made to agent. In the Art. 15 of the same Law, there is provision that predicts if there is more than one agent of a person, notification is made to one of them. In this case, it has to research whether the person named Eyüp Karagül is authorized to be notified or not. If it is understood that he is not authorized to be notified, it must be continued to notify the plaintiff's attorney again. It is not found acceptable delivering a judgment in written form with deficient examination and without research in mentioned aspects…"* Yarg 3.HD 9.3.2004 E. 2004/1858,K.2004/1915, bkz., Kazancı İçtihat Bilgi Bankası

[45]Turan, S.111; Yilmaz/Çağlar s.216.; Bilal Can, Zübeyr Bülbül, Veysel Dağaşan, Emlak Vergisi Hukuku, İstanbul: Şifre Yayınları,2012,s.445.

[46]Yilmaz/Çağlar, s.224. Turan, s.111, Ruhi, s.124; Muşul, Tebligat Hukuku, s.146.

[47] Kuru, Usul II, s. 1309; Kuru/Arslan/Yilmaz, s.271.

[48]Kuru/Arslan/Yilmaz, s.271; Turan, s.111, Ruhi, s.124, Muşul, Tebligat Hukuku, s.146.

[49]Kuru, Usul II, s. 1313.

Procedural actions such as notification, duration etc. made to the agent by the judicial authority or the counter party may not be affected by resignation of the agent in internal relation until resignation of the agent reach the counter party or the judicial authority. Hearing may not be delayed due to resignation of the agent[50]. In the case of that the agent annunciates his/her resignation in the course of hearing or in written form before the hearing, the court make notifications to the principal instead of the agent[51].

In accordance with the Art. 81 of the Code of Civil Procedure, when the agent is dismissed, it is not possible to notify in the name of the agent after the fact that letter of dismissal is reached to the court or dismissal of the agent is written to minutes. In case of notifying, notification is not duly and legally made[52]. Until dismissal of the agent reaches to the court or the opposing party, procedural actions made to the agent by the court or the counter party may not be affected by resignation of the agent in internal relation[53].

In case of loss of capacity of the agent such as senility, mental illness or infirmity, and conviction, because of the fact that the attorney will not come to the court, notification has to be made to the principal instead of the agent[54]. The Art. 32 of the Regulation of Notification predicts that someone who has no possibility to communicate the others due to mental illness, mental infirmity, or another disease, deafness, blindness, and dumbness is deemed to be noncompetent.

In cases of death of the attorney, dismissal or temporary incapacity, pursuant to the Art. 42 of the AA, the president of the bar assign an attorney to follow actions temporarily on the condition of receiving demand of relevant persons or written approval of parties ordering work. Notifications are made to assigned attorney. If there is not any assignment, notification is made to the principal[55].

Relation of mandate terminates with the death of the principal according to the Art. 514 of the TCO. The agent cannot file a lawsuit or follow the brought lawsuit in the name of the deceased principal. If the principal dies during trial after the lawsuit is filed, the court must notify inheritors[56]. Analogical execution of the Art. 513(2) of the TCO

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[50] *"… since with resignation of the agent, mandate was terminated, resignation must be annunciated to the principal according to the Art. 68 of the CCP. The provision of that after the resignation mandate continues during fifteen day in the Art. 41 of the AA regulate internal relation between attorney and client, it does not affect external relation between agent and the court or the opposing party…"* bkz, Kaçak, s.104.

[51]Kuru/Arslan/Yilmaz, s.271-272;"…*Right to defense is one of the constitutional rights. Resigned agent granted expenditure of notification, necessary actions must be completed without consideration of the merits before concluding case with notification defendant principal of petition for resignation..."* 9.HD. 13.2.2002, 17461/2729, bkz., Kazancı İçtihat Bilgi Bankası

[52]Yilmaz/Çağlar, S.224; Turan, s.111;

[53]Kuru/Arslan/Yilmaz, s.272;"…*The decision of deferring of pursuance was notified the plaintiff's attorney on 17 November 1975 and this attorney acknowledged that her/his client dismissed oneself with a petition sent to the court of enforcement at the same time. However, mentioned petition was not notified defendant creditor. According to the Art. 68 of the Procedure, as long as agent acted in the name of the client does not inform the opposing party about resignation or dismissal by registering in seizure or notifying, resignation or dismissal has no effect on the other party. Therefore, it has started at that time because of continuing of mandate during seven days from the notifying the plaintiff's attorney of the decision of deferring pursuance on 17 November 1975..."* Yarg. 13.HD 27.1.1977, 226/643, bkz., Kazancı İçtihat Bilgi Bankası

[54]Yilmaz/Çağlar, S.225; Kuru, Usul II, s.1326; Kuru/Arslan/Yilmaz, s.273; "…*Since that the convicted attorney cannot come into the hearing is usual the defendant's attorney who must be bonafide should have notified the plaintiff principal..."* Yarg 5.HD 8.7.1969, 3398/4070;vb bkz; Yarg İİD 6.4.1970, 3309/3667, bkz., Kazancı İçtihat Bilgi Bankası

[55]Turan, s.111; Yilmaz/Çağlar, s.225.; Ruhi, s.126; Kuru/Arslan/Yilmaz, s.273;"…It cannot be made mention of expiration in the rectification because it has been decided that notification is made to the principal due to not notifying the agent and it has not been determined in assignment of another attorney temporarily..."Yarg.İİD 6.4.1970,3309/3667,bkz.,KazancıİçtihatBilgi Bankası

[56]Kuru/Arslan/Yilmaz, s.273; KURU, Usul II, s.1330.

constitutions exception of this situation. If termination of the mandate endangers advantages of the deceased, the agent has liability to continue performance of the mandate. In case of the fact that the agent accepts the notification without knowing fact of death, notification is valid[57]. Furthermore, relation of mandate terminates in cases of absence of agent, loss of capacity, termination of legal personality of principal who is a legal entity[58].

2.8. Cases That Notification Must Be Made to the Principal in Lawsuits Followed by Agent

Notification made to the attorney is deemed to made to the principal. However, in some situations, there are notifications which have to be made to the principal. To illustrate, in case of the fact that the principal must be per say founded in the hearing such as oath[59] and arraignment[60] that means the party per say interrogated, notification has to be made to the principal instead of the agent. If actions subject to notification bring serious legal consequences, notification must be made to the principal. According to the Art. 171 of the CCP, since person who will be interrogated must be appeared in court personally and otherwise, he/she is deemed to admit facts subject to the arraignment, it is ensured that notification is made to the principal in situations bring important results for the person even if he/she is represented by the agent[61]. In divorce suits, warning about desertion is sent to the defendant instead of attorney. Notification must be made to the principal if challenge of judge is received based on demand of the principal. If in sale of confiscated goods bailiff determines that notice of sale is notified obligator, notification must be made to not only agent but also principal. For an execution order to arise criminal conclusion, it must be notified both the agent and the principal[62]. For instance, if it is started executive proceedings for a person who does not declare property, notification must be made to the principal to be able to punish acceptor[63]. In the case of the fact that notification is made to the principal, the obligator cannot be punished by holding responsible64. Because acceptor of transactions predicted in second and fifth paragraphs of the Art. 68/a of the Bankruptcy and Enforcement Law is obligator, in invitations containing of transactions within the scope of these provisions,

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[57] *"…The verdict is notified the attorney Ç of the defendant A on 9 April 1976 and after that, the defendant deceased on 25 April 1976. In this case, the duration of appeal has started to lapse from the date of notification made to the agent and later deceasing of the client does not require second notifying the inheritors..."* Yarg. 14 HD 3.2.1977 516/696, bkz., Kazancı İçtihat Bilgi Bankası

[58] Ruhi, S.125 Turan, S.111; Yilmaz/Çağlar,S.214; Muşul, Tebligat Hukuku, s .145.

[59] *"…According to the Art. 232 of the CCP, the oath is proposed to the party and it is fulfilled or returned by the party. If one of the parties is a legal entity, the oath for demonstration of the contingency concerning an action in favor of them can be fulfilled or returned by the person authorized to represent the legal entity. The invitation of the oath must be notified the defendant entity. A duty about presentation the client is not imposed on the agent. Notification made in this direction is not appropriate to the procedure. Since the invitation of oath sent to the defendant entity was returned without notification, delivering the judgment by accepting for the defendant party to avoid the oath without duly notifying has required reversal…"* Yarg. 19.HD 27.6.2013 2013/7772E. 2013/12045K., bkz., Kazancı İçtihat Bilgi Bankası

[60] Ruhi, S.123; Turan, s.111.

[61] *"...Arraignment requires hearing of the party personally, the agent cannot be listened, even if the party follows the lawsuit via the attorney, then invitation of the arraignment must be notified oneself…"* Yarg. HGK. 4.6.2003, 2003/12-385 2003/399K.,bkz., Kazancı İçtihat Bilgi Bankası

[62] "*…Correspondingly, eventhough to be able to applied the provisions concerning punishment of the Enforcement and Bankruptcy Law, execution order must be notified obligator perpetrator in compliance with the principle of individual criminal responsibility and in terms of the criminal law, without taking care of that in its file numbered as 2010/1365 Adıyaman/Gölbaşı Execution Office notified only the attorney of the obligator perpetrator of the execution order, deciding on rejection of the objection instead of approval of it due to the fact that deciding on conviction of the perpetrator because of the breach of provisions of alimony in accordance with the Art. 344(1) of the EBL is contrary the Law…*" Yarg.16HD 13.12.2011 2011/6583E. 2011/8833K; vb bkz,Yarg. HGK 4.6.2003, E. 2003/12-385 K. 2003/399, bkz., Kazancı İçtihat Bilgi Bankası

[63] Yilmaz/Çağlar, S.238; Kuru/Arslan/Yilmaz, S.273.

[64] "*The order of payment was sent to the agent of the company instead of the perpetrators authorized to represent the company. There is not necessity for the perpetrators to declare property owing to this notification since notification made to the agent is invalid in offences against property and does not bind the principal. Other possibility coincides with legal practice and the principle of individual criminal responsibility.*" Yarg. HGK 18.11.2009 2009/6-477E. 2009/546K; vb bkz,(CGK 26.11.1990,8/328-310), bkz., Kazancı İçtihat Bilgi Bankası

acceptor must be shown as obligator. The other exception is pronouncement in the face of defender assigned by the bar upon the court's demand due to compulsory advocacy. At this stage, if perpetrator is not informed about assignment of an attorney for oneself, period for appeal may not start since pronouncement is ineffective in terms of perpetrator. Justified decision must be notified perpetrator personally. Notification and pronouncement made to compulsory defender bring legal consequences as it is made to defender entitled with warrant65. Nevertheless, prerequisite of that is perpetrator is informed about assignment of compulsory defender. There are resident judgments[66].

2.9. Sanction of Failure to Comply With the Art. 11 of the Notification Law

In actions followed by agent, in the case of the fact that notification is not made to agent, there are different views about whether notifications results in absence or irregularity.

According to Muşul and in my opinion, in actions followed by attorney, notification is made to client is invalid and declared null and void. In the circumstances, legal consequences depending on notification may not arise. That the agent learn notified document from the principal does not make notification valid because according to the law, acceptor determined is not true and notification is made to a person except acceptor[67.] Thus, notification is not unlawful. It is declared null and void. According to Kuru/Arslan/Yilmaz, this situation brings irregularity[68.]

Fallacy of acceptor of notification brings absence. In other words, this notification results in absence, although notification must be made to the principal instead of agent or legal representative or it must be made to agent or legal representative instead of the principal.

For notification to be unlawful notification in the name of true acceptor is made failing to comply with the provisions of the law. Unlawful notification can be in question in terms of person notified. In accordance with the Art. 32 of the Notification Law, notification which is not duly made may become valid since the date agent states learning the transaction[69.]

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[65]Muşul, Tebligat Hukuku, s.164.

[66]*"… When the first, second and third paragraphs of the Art. 151 of the No. 5271 Criminal Procedural Law are appreciated all together; there is not any difference between defender with warrant and defender assigned with demand or defender assigned needly in terms of Criminal Procedural Law regarding the definition of the attorney who defends suspect or perpetrator in criminal procedure. In cases of that compulsory defender is assigned and perpetrator accepts or does not object to the assignment, pronouncement and notification to compulsory defender may arise all legal consequences as to made to defender entitled with warrant. In other words, in such a case, notifying the principal in unnecessary... examining of appeal will be appropriate to the justice in case of that perpetrator appeals by notifying perpetrator of the decision…"* Yarg. CGK 14.2.2012 2011/6-254E. 2012/32K, vb bkz;CGK 18.3.2008 7-56, CGK 24.11.2009 164-275 CGK 12.7.2011 155-172, bkz., Kazancı İçtihat Bilgi Bankası

[67]Muşul, Tebligat Hukuku, s.151;*"…In compliance with the Art. 11 of the Notification Law, in actions followed by the agent, notification is made to the agent. While the provision predicted in the article is clear and peremptory, finalization of the decision by notifying the principal instead of the agent is impossible. Notification made in this form is not a notification contrary to the procedure mentioned in the Art. 32 of the same Law, this is completely invalid. Because in the case subjected to the lawsuit, there is no notification made to the agent and notification has not made to the agent ever, the Article 32 of the Notification Law related to unlawful notification cannot be applied…"* Yarg.14. HD 20.3.2009 2009/703 E. 2009/3547 K, vb bkz; Yarg. 12.HD. 9.7. 2002 E. 2002/14330 K. 2002/14949; Yarg.12.HD.21.1.2010 2009/19531E. 2010/1300K, bkz., Kazancı İçtihat Bilgi Bankası

[68]Kuru/Arslan/Yilmaz, s.801.

[69]Muşul, Tebligat Hukuku, s.151;"…*unlawful notification of order of payment sent to the attorney does nor require the invalidity of the notification but application of the Art. 32 of the NL …*" Yarg. 12.HD. 18.10.2010, E. 2010/10850K. 2010/23611.*"…In concrete case, notification was made to the defendant's attorney's address written in the writ being the basis of execution, even if notification was made according to the Art. 21 of the Notification Law because the address was closed, in accordance with the Art. 28 of the Regulation of Notification which must be applied in the case of that the address is closed it was not registered in the report by researching the reason of the acceptor's not being found in the address. Pursuant to the Art. 28 of the Notification Law, the report does not consist of the name and the surname of the officer made the notification, the notification is unlawful. Thus, with the acceptance of the complaint*

In actions followed by agent, the principle is notifying agent. If notification is made to both the principal and agent, notification made to agent must be accepted ad beginning of arising of legal consequences[70].

If that person acting as agent of one of counter parties does not have power of attorney is realized during appellate review, the Supreme Court send the decision to the court to be notified the principal without any other examining. In the case of the fact that it is not realized during appellate review, it is resort to rectification[71].

In final judgments, notification must be made to the principal unless otherwise agreed on agreement because advocacy agreement terminates[72].

3. Conclusion

For applicability of the Art.11 of the Notification Law, notification must be made after receiving warrant.

Legal consequence of notification for agent is the same as acceptor. Pursuant to notification, rights and liability to fulfill transactions arise for acceptor, the moment of arising is beginning of notification made to agent.

In the case of the fact that person is represented by more than one agent, if notification is made to one of these agents, first made notification is taken as basis. Legal consequences depending on notification may be effective since the date first notification is made.

Notification containing of invitation announced day of hearing can be made to worker, clerk or interns of attorney. Persons can assign agent except attorneys only for acceptance of notifications. However, notification to someone, who is not attorney, given this power cannot go beyond being informed and in practice, such assignment will not be reasonable because this person cannot other act related to lawsuit.

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related to irregularity of the notification by the court, in accordance with the Art. 32 of the Notification Law, the date of complaint on 6 July 2009 that the obligator's attorney has been informed about unlawful notification has to be deemed to be the date of notification, so refusal of demand with written justification inappropriate..." Yarg. 12.HD. 24.10.1978, E.8418/8511, bkz., Kazancı İçtihat Bilgi Bankası

[70]Ruhi, s.127;"…*Default judgment was notified on 29 June 1982 after 29 April 1982, in the case of that there is not legal necessity or compulsion. Upon this notification, the perpetrator who appealed with the petition dated of 2 June 1982 has missed time for appeal..."* 9.CD 1.12.1982,3792/3935, bkz., Kazancı İçtihat Bilgi Bankası

[71]Pekcanitez/Atalay/Özekes, s.571;"…*There is not importance of finalization of the decision with the notification made to the agent who has not have power of attorney anymore. In this way, the decision cannot be deemed to be finalized. Then, although the plaintiff K. Y. deceased during the judgment and certificate of inheritance was presented and the relation of mandate terminated with deceasing, upon not receiving the warrant from K's inheritors or not notifying them without involvement of K's inheritors, in other words, without not providing assignment of the party procedurally, by taking care of not having authorization attorney's statement, deciding on that the lawsuit is deemed to be filed and adding annotation of finalization by notifying the same attorney out of order have not been right…"* Yarg.2.HD 20.1.1998 1997/13242 E. 1998/533 K."…*RETURN of the file to domestic court to be demanded the warrant from the attorney assigned for the legal aid in case of not giving to be waited for legal duration and returned after…"*Yarg.8.HD.15.5.2012 2012/3860E. 2012 /4292 K.; vb bkz;Yarg. HGK 2.7.2003 2003/2-408E. 2003/467K,bkz., Kazancı İçtihat Bilgi Bankası

[72]*"…after the finalization of the decision, the attorney's agreement between Attorney Mehmet Güner and the perpetrator Murat Anık terminated. In respect of the retrial, there is not a clear agreement between convicted Murat Anık and Mehmet Güner ATT and whether Murat Anık gives a new order in this direction or not is not clear. Besides, that upon notifying oneself of the decision, Murat Anık presented a petition of appeal personally and did not mention a petition of appeal given by Mehmet Güner or his name or he has an attorney decreases the possibility of existence of such an order… as a result, in case of that there is not any information or document regarding existence of an attorney's agreement with the convicted, notification made to Mehmet Güner due to the fact that he was defendant in previous judgment process and there is still relation of mandate between them based on the warrant is deemed to be invalid…"* Yarg CGK 6.3.2007 2007/6-13 E. 2007/54 K, bkz., Kazancı İçtihat Bilgi Bankası

With amendment of 2011, it is brought that notification made to agent has to be made during official work days and hours. Nevertheless, the other important problematic in terms of attorneys is notification made in judicial recess. The Law does not any provision related not to notify during judicial recess. Hence, any change abput notification made during judicial recess is not a matter.

In cases of termination of mandate (dismissal, resignation, death of agent, bankruptcy, loss of capacity etc.), notification must be made to the principal.

Notification made to agent is deemed to be made to the principal. However, there are cases of that notifications must be made to the principal. For instance, in cases of that the principal has to be personally founded at hearing such as oath and arraignment, notification must be made to the principal instead of agent.

In accordance with the regulation in the CCP, agent even if power is not frankly given in warrant, fulfill all necessary transactions until the decision is finalized without receiving any special power, transactions related to judgment costs and execution of judgment and these transactions can be performed against agent. If regulations restricting these transaction is not founded in warrant but advocacy agreement, these regulations are valid between agent and principal and ineffective in terms of opposing party.

There are different provisions in terms of acceptance period for the agent to accept actions of notification. In compliance with the Art. 73 of the CCP that predicts power of attorney involves authorization to make all necessary actions for following of lawsuit, to fulfill the decision, to collect legal expenses, to give a receipt, and to be exposed to all of these actions until the finalization of the decision on the condition of remaining cases required to be given special power hidden, the relation of mandate does not terminate with conclusion of the case and is contains of authorization to execute resolution. According to the Art. 171 of the Attorney's Act, attorney follows the act undertaken to the end pursuant to the provisions of the law even if there is not a written agreement. Art. 24 of the Enforcement and Bankruptcy Law and afterwards Art. 76 and Art. 337 settle the necessity to notify obligator of execution order. The other about this subject is the Art. 2 of the Minimum Attorney ship Fee Tariff that predicts attorney ship fee written in this tariff for a fee of lawsuits, acts, and actions until the finalization of the decision. If there is not deal on fee in the attorney's agreement, the tariff may be applied. To be able to have right to the fee states in the tariff, the present actions must be completed or the case must be concluded.

For that person can be acceptor of notification it must be have legal capacity. Notifications made to persons without legal capacity must be made to their legal representatives who will represent them.

In notifications of transactions aimed at collection of taxes, provisions related to notification in the Tax Procedural Law are implemented whereas in judgment containing of ta disputes, provisions of the Notification Law are applied. There two types of sanctions of failure to comply with the Art. 11 of the Notification Law. These are absence and irregularity. Fallacy related to acceptor of notification brings irregularity while that notification made to true acceptor is not duly and legally made causes irregularity

According to practice of the Supreme Court, in actions followed by agent notifying agent is related to public order and it is one of the situations taken in to consideration ex officio.

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