To the Pre-Trial Judge
of the Tribunal Judiciaire de Paris

Served by RPVA on 31 May 2024 RG
n° 21/11358

SUMMARY STATEMENT OF OBJECTIONS

FOR :

VODAFONE GROUP PUBLIC LTD. CO. a company incorporated under the laws of England with registered number 01833679 and whose registered office is at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN (United Kingdom);

"Defendant

Represented by:

Arthur Dethomas *Attorney*
at the Paris Bar Hogan
Lovells (Paris) LLP
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AGAINST :

1. **Mr Murat Hakan UZAN**, born 30 May 1967 in Istanbul (Turkey), of Turkish nationality, residing at 32 avenue Foch 75016 Paris (France);
2. **Mr Cem Cengiz UZAN**, born on 26 December 1960 in Istanbul (Turkey), of Turkish nationality, residing at 32 avenue Foch 75016 Paris (France);

"Applicants

Represented by :

Maître Valérie Boisgard
Member of the Paris Bar
190 boulevard Haussmann - 75008 Paris
Toque n° D1889

IN THE PRESENCE OF :

1. **Tasarruf Mevduati Sigorta Fonu**, Savings Deposit Insurance Fund, whose sign is "TMSF" or "SDIF", having its registered office at TMSF Büyükdere Cad. No: 143 Esentepe 34394 Şişli, Istanbul (Turkey), represented by its legal representatives ;

Represented by : **Maître Benjamin Siino and Maître Peter Petrov**
Lawyers at the Paris Bar
Gaillard Banifatemi Shelbaya

2. **Motorola Solutions Credit Company LLC, a** U.S. corporation, formerly known as MOTOROLA CREDIT CORPORATION, having its principal place of business at Corporation Trust Center, 1209 Orange Street, Willmington, 19801 New Castle (United States of America), in the person of its legal representative;

hereinafter "*Motorola*

Represented by : **Vanessa Benichou and Anne Atlan**
Lawyers at the Paris Bar
King & Spalding International

3. **Blackrock, a** company incorporated in the United States, having its registered office at 400 Howard Street San Francisco CA 94105 (United States of America), represented by its legal representatives;

Avocat *au Barreau de Paris* Clifford Chance Europe LLP

4. **Dimensional Fund Advisors LP**, a US corporation, having its registered office at 6300 Bee Cave Road Building One, Austin, Texas 78746 (United States of America), represented by its legal representatives;

Charlotte Baillot *Attorney at law at the Paris Bar* K&L Gates LLP

5. **Mr Sezai BACAKSIZ**, residing at Bahçekapi Mah. Güvercinlik Mevkii Limak Çimento Fabrikasi Etimesgut, Ankara (Turkey);

6. **Mr Mehmet Serkan BACAKSIZ**, residing at Bahçekapi Mah. Güvercinlik Mevkii Limak Çimento Fabrikasi Etimesgut, Ankara (Turkey);

7. **Mr Turhan Serdar BACAKSIZ**, residing at Bahçekapi Mah. Güvercinlik Mevkii Limak Çimento Fabrikasi Etimesgut, Ankara (Turkey);

8. **Mr Aydin DOGAN**, residing at Burhaniye Mahallesi Kısıklı Caddesi No:65 34676 Üsküdar, İstanbul (Turkey);

9. **Ms Isil DOGAN**, residing at Burhaniye Mahallesi Kısıklı Caddesi No:65 34676 Üsküdar, İstanbul (Turkey);

10. **Ms Hanzade Vasfiye DOGAN BOYNER**, residing at Burhaniye Mahallesi Kısıklı Caddesi No:65 34676 Üsküdar, İstanbul (Turkey);

11. **Ms Yasar Begumhan DOGAN FARALYALI**, residing at Burhaniye Mahallesi Kısıklı Caddesi No:65 34676 Üsküdar, İstanbul (Turkey);

12. **Mr Nihat OZDEMIR**, residing at Bahçekapi Mah. Güvercinlik Mevkii Limak Çimento Fabrikasi Etimesgut, Ankara (Turkey);

13. **Mr Batuhan OZDEMIR**, residing at Bahçekapi Mah. Güvercinlik Mevkii Limak Çimento Fabrikasi Etimesgut, Ankara (Turkey);

14. **Ms Ebru OZDEMIR KISLALI**, residing at Bahçekapi Mah. Güvercinlik Mevkii Limak Çimento Fabrikasi Etimesgut, Ankara (Turkey);

15. **Mrs Turkan SABANCI**, residing at Sabancı Center 4.Levent 34330, Istanbul (Turkey) and also residing at Kısıklı Caddesi No:38 Altunizade Üsküdar, İstanbul (Turkey);

16. **Mr Omer Metin SABANCI**, residing at Sabancı Center 4.Levent 34330, Istanbul (Turkey) and also residing at Kısıklı Caddesi No:38 Altunizade Üsküdar, İstanbul (Turkey);

17. **Ms. Dilek SABANCI**, residing at Sabancı Center 4.Levent 34330, Istanbul (Turkey) and also residing at Kısıklı Caddesi No:38 Altunizade Üsküdar, İstanbul (Turkey);

18. **Ms Sevil SABANCI**, residing at Sabancı Center 4.Levent 34330, Istanbul (Turkey) and also residing at Kısıklı Caddesi No:38 Altunizade Üsküdar, İstanbul (Turkey);

19. **Ms Serra SABANCI**, residing at Sabancı Center 4.Levent 34330, Istanbul (Turkey) and also residing at Kısıklı Caddesi No:38 Altunizade Üsküdar, İstanbul (Turkey);

20. **Ms Vuslat SABANCI**, residing at Burhaniye Mahallesi Kısıklı Caddesi No:65 34676 Üsküdar, Istanbul (Turkey) and also residing at Koybasi Cad No 173 Yenikoy, Istanbul (Turkey);

21. **Ms Arzuhan YALCINDAG,** residing at Burhaniye Mahallesi Kısıklı Caddesi No:65 34676 Üsküdar, Istanbul (Turkey);

With joint counsel : **Maître Frédéric Lalance**
Member of the Paris Bar
Orrick Rambaud Martel SCP

22. **Mr Mehmet Mustafa BUKEY**, residing at Ankara Caddesi No: 335 Bornov, Izmir (Turkey) ;

23. **Mrs Belgin EGELI**, residing at Ankara Caddesi No: 335 Bornova, Izmir (Turkey) ;

24. **Mrs Fatma Meltem GUNEL**, residing at Ankara Caddesi No: 335 Bornova, Izmir (Turkey) ;

25. **Ms Sulun ILKIN**, residing at Ankara Caddesi No: 335 Bornova, Izmir (Turkey) ;

Having as joint counsel : **Séverine Hotellier-Delage**
Member of the Paris Bar
Dentons Paris

26. **Mr Asim KIBAR**, residing at Levazım, Koru Sokağı Zorlu Center No:2, 34340 Beşiktaş, Istanbul (Turkey);

27. **Ms Semiha KIBAR**, residing at Levazım, Koru Sokağı Zorlu Center No:2, 34340 Beşiktaş, Istanbul (Turkey);

28. **Mr Ali KIBAR**, residing at Levazım, Koru Sokağı Zorlu Center No:2, 34340 Beşiktaş, Istanbul (Turkey);

29. **Ms Aysun KIBAR**, residing at Levazım, Koru Sokağı Zorlu Center No:2, 34340 Beşiktav, Istanbul (Turkey);

30. **Mr Ahmet KIBAR**, residing at Levazım, Koru Sokağı Zorlu Center No:2, 34340 Beşiktaş, Istanbul (Turkey);

Having as joint counsel : **Maître Georges Sioufi**
Member of the Paris Bar
SRDB Law Firm

31. **Mr Abdulkadir KONUKOGLU**, residing at Küçükbakkalköy Mahallesi Kayışdağı Caddesi No:1 Allianz Tower Kat: 23-24 34750 Ataşehir, Istanbul (Turkey) and also residing at Kısıklı Caddesi No:38 Altunizade Üsküdar, Istanbul (Turkey);

32. **Mr. Zekeriye KONUKOGLU**, residing at Egemenlik Mahallesi Eski Kemalpaşa Cad. No.4B Işıkkent, İzmir (Turkey) and also residing at Ankara Caddesi No: 335 Bornova, Izmir (Turkey) ;

33. **Mr Adil Sani KONUKOGLU**, residing at Egemenlik Mahallesi Eski Kemalpaşa Cad. No.4B Işıkkent, İzmir (Turkey) and also residing at Ankara Caddesi No: 335 Bornova, Izmir (Turkey) ;

34. **Mr Sami KONUKOGLU**, residing at Egemenlik Mahallesi Eski Kemalpaşa Cad. No.4B Işıkkent, İzmir (Turkey) and also residing at Ankara Caddesi No: 335 Bornova, Izmir (Turkey) ;

35. **Mr Cengiz KONUKOGLU**, residing at Egemenlik Mahallesi Eski Kemalpaşa Cad. No.4B Işıkkent, İzmir (Turkey) and also residing at Ankara Caddesi No: 335 Bornova, Izmir (Turkey) ;

36. **Mr Turgut KONUKOGLU**, residing at Egemenlik Mahallesi Eski Kemalpaşa Cad. No.4B Işıkkent, İzmir (Turkey) and also residing at Ankara Caddesi No: 335 Bornova, Izmir (Turkey) ;

37. **Mr. Fatih KONUKOGLU**, residing at Egemenlik Mahallesi Eski Kemalpaşa Cad. No.4B Işıkkent, İzmir (Turkey) and also residing at Ankara Caddesi No: 335 Bornova, Izmir (Turkey) ;

38. **Mr. Hakan KONUKOGLU**, residing at Egemenlik Mahallesi Eski Kemalpaşa Cad. No.4B Işıkkent, İzmir (Turkey) and also residing at Ankara Caddesi No: 335 Bornova, Izmir (Turkey) ;

39. **Mr Sani KONUKOGLU**, residing at Egemenlik Mahallesi Eski Kemalpaşa Cad. No.4B Işıkkent, İzmir (Turkey) and also residing at Ankara Caddesi No: 335 Bornova, Izmir (Turkey) ;

Having as joint counsel : **Maître Clément Dupoirier**
Member of the Paris Bar
Herbert Smith Freehills Paris

40. **Ms Suzan SABANCI**, residing at Sabancı Center 4.Levent 34330, Istanbul (Turkey) and also residing at Kısıklı Caddesi No:38 Altunizade Üsküdar, İstanbul (Turkey);

41. **Ms Cigdem SABANCI**, residing at Sabancı Center 4.Levent 34330, Istanbul (Turkey) and also residing at Kısıklı Caddesi No:38 Altunizade Üsküdar, İstanbul (Turkey);

With joint counsel : **Maître Marie Danis**
Member of the Paris Bar
August Debouzy

42. **Mr Aziz TORUN**, residing at Rüzgarlıbahçe Mahallesi Özalp Çıkmazı No: 4 34805 Beykoz, Istanbul (Turkey);

43. **Mr Mehmet Mustafa TORUN**, residing at Rüzgarlıbahçe Mahallesi Özalp Çıkmazı No: 4 34805 Beykoz, Istanbul (Turkey);

represented by : **Maître Selda Can**
Member of the Paris Bar
Cabinet Scan

44. **Mrs Yildiz IZMIROGLU**, residing at Ankara Caddesi No: 335 Bornova, Izmir (Turkey) ;

45. **Ms Filiz SAHENK**, residing at Büyükdere Cad. No: 249 34398 Maslak, Sarıyer, Istanbul (Turkey) ;

46. **Ms Deniz SAHENK**, residing at Büyükdere Cad. No: 249 34398 Maslak, Sarıyer, Istanbul (Turkey) ;

47. **Mr Ferit SAHENK**, residing at Büyükdere Cad. No: 249 34398 Maslak, Sarıyer, Istanbul (Turkey) ;

48. **Mrs Fatma Gulgun UNAL**, residing at Ankara Caddesi No: 335 Bornova, Izmir (Turkey) ;

49. **Mr Zeki ZORLU**, residing at Esentepe, Eski Büyükdere Cd. No:199, 34394 Şişli, Istanbul (Turkey);

50. **Mr Ahmet Nazif ZORLU**, residing at Esentepe, Eski Büyükdere Cd. No:199, 34394 Şişli, Istanbul (Turkey) ;

51. **Mr Olgun ZORLU**, residing at Esentepe, Eski Büyükdere Cd. No:199, 34394 Şişli, Istanbul (Turkey) ;

Having as joint counsel : **Maître Serge-Antoine Tchekhoff**
Member of the Paris Bar
FTPA

together with VODAFONE GROUP PUBLIC LTD. CO, the "Defendants".

MAY IT PLEASE THE PRE-TRIAL JUDGE

On 24 May and 17 August 2006, the Turkish companies Vodafone Telekomunkasyon A.S and Vodafone IT Hizmetleri A.S. won the tenders organised by the Turkish Savings Deposit Insurance Fund (hereinafter, the "**TMSF"**) for the sale of the assets of the companies Telsim Mobil Telekomunikasyon Hizmetleri A.S. (hereinafter, "**Telsim")** and 02 Oksijen Teknoloji Gelis (hereinafter, "02 Oksijen Teknoloji Gelis").
"Oksijen").

Today, more than 15 years later, the Plaintiffs are challenging these asset transfers, claiming that they were made in fraud of their rights and that they caused them damages of more than 22 billion dollars.

However, these calls for tender were conducted in complete transparency, with the opening of the sealed envelopes containing the bids of the candidates for the purchase of Telsim's assets even broadcast live on several Turkish television channels.

The Plaintiffs base their action on the shareholding they claim to have held in Telsim and Oksijen at the time of the transfers - which they do not substantiate with any valid documents - and on expert reports that have no probative value.

The choice of the French court is equally devoid of any legal basis, as none of the elements of the case relate to France and the Plaintiffs have not demonstrated that they are domiciled there.

These proceedings, which are part of an unprecedented campaign in France to raise funds and publicise a legal action, are in reality a new attempt by the Uzan brothers to challenge decisions made against them in the early 2000s by the TMSF, to which the Defendant is a stranger.

This dispute, which is the result of proven and accepted *forum shopping*, cannot be examined by the French courts, which will have to declare themselves incompetent.

In addition, the Plaintiffs are barred from bringing an action against Vodafone Group Public Ltd.

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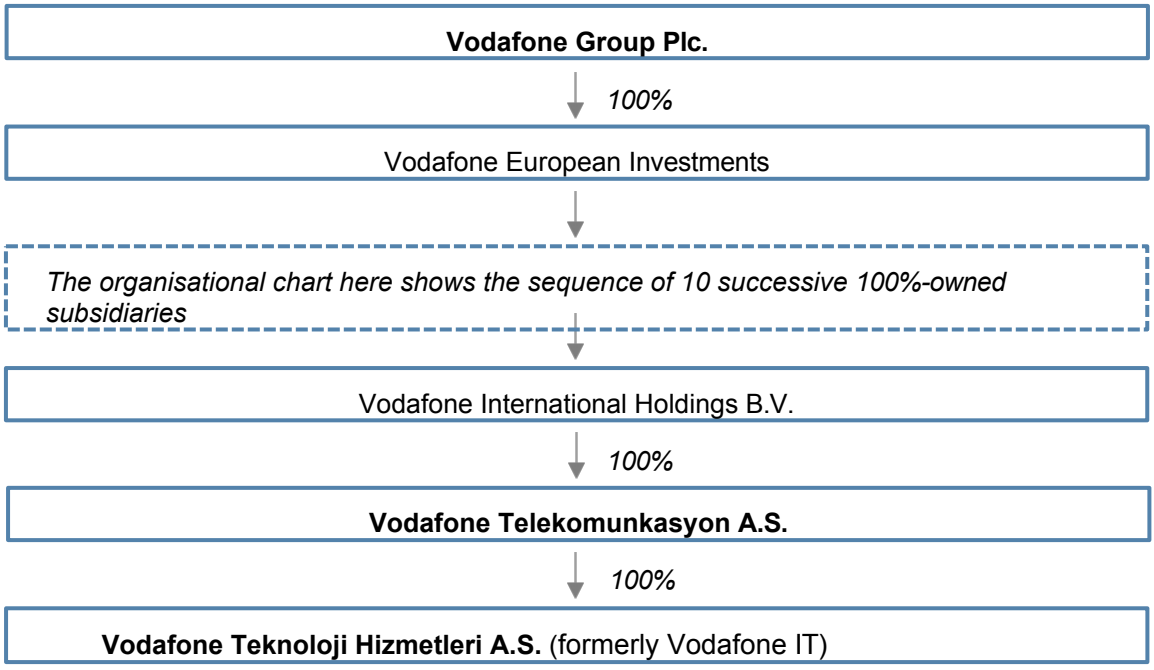
1. FACTS AND PROCEDURE

1.1 Presentation of the parties

1. Vodafone Group Public Limited Company (hereinafter "**Vodafone Group**") is a company incorporated in England which heads one of the world's leading telecommunications groups (hereinafter "**Vodafone Group**") (***Exhibit 1***).

Vodafone Telekomunikasyon A.S. (hereinafter, "**Vodafone Telekomunikasyon**") and Vodafone IT Hizmetleri A.S. (hereinafter, "**Vodafone IT**", which has since been renamed Vodafone Teknoloji Hizmetleri A.S.) are two subsidiaries of the Vodafone Group, both based in Turkey (***Exhibits 2 and 3***).

The capital links between Vodafone Group and its subsidiaries on the day the present proceedings were initiated, i.e. in July 2021, were as follows:



2. Murat Hakan Uzan and Cem Cengiz Uzan are two brothers of Turkish nationality. They declare that they have been resident in France since 2009 and 2014 respectively (***Exhibits 1 and 2***).

Their family, including their sister, Ayşegül Uzan, and their father, Kemal Uzan (hereafter, the "**Uzan Family**"), is regularly presented as one of the most influential in Turkey[1] .

Until the early 2000s, the Uzan family ran a vast conglomerate of companies in the banking, telecoms, energy, media and football sectors.

The Claimants allege that the Uzan Family owned 98.1% of the second largest Turkish mobile telephone operator, Telsim, and 75.6% of Oksijen, which specialises in the mobile telecommunications sector (***Adverse Exhibit 18***).

However, these alleged participations are not supported by any documentary evidence.

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[1] Les Echos, "*The fall of the Uzan Turkish family empire*", August 2003.

In addition, until the early 2000s the Uzan Family controlled Türkiye İmar Bankası A.Ş. (hereinafter "**Imar Bank**").

On a personal level, Cem Cengiz Uzan was presented in the early 2000s as the fourth richest person in Turkey. In 2002, he founded his own political party in Turkey, the Young Party[2] .

His brother, Murat Hakan Uzan, owns a number of properties throughout the world, with the notable exception of France, where his status as owner is disputed (***Motorola exhibits 19 and 37***).

3. The allegations made against Vodafone Group in these proceedings relate exclusively to the tenders for the sale of the Telsim and Oksijen assets won in 2006 by its Turkish subsidiaries Vodafone Telekomunikasyon and Vodafone IT.

It is useful to briefly recall the context surrounding these asset disposals, noting immediately that, as the parent company of the group, Vodafone Group in no way intervened in them, including when its subsidiaries won the tenders in question.

1.2 The background to the sale of the Telsim and Oksijen assets to Vodafone Telekomunikasyon and Vodafone IT

4. In 2003, the TMSF and the Turkish Banking Regulation and Supervision Agency (hereinafter the "**ARSB**") conducted an investigation into the activities of Banque Imar.

At its conclusion, the ARSB published a report in which it stated that the bank had concealed 90% of its deposits. According to the investigators, these undeclared deposits had been the subject of an embezzlement scheme involving several members of the Uzan Family, in particular Kemal (the Claimants' father) and Murat Hakan Uzan (***TMSF Exhibit 31***).

5. At the same time, on 3 July 2003, the ARSB decided to withdraw its operating licence from Banque Imar and to transfer its management and control to the TMSF (***TMSF Exhibit 27***).

The two main tasks of the TMSF were to conduct the judicial liquidation of Banque Imar and to reimburse the injured depositors. According to the TMSF, the total amount of the reimbursements made by the TMSF as a guarantee fund to the depositors of Banque Imar amounted to 8,629,979,234 Turkish Liras[3] ***(TMSF Exhibit 42***).

In order to recover the funds it had committed to pay this sum, the TMSF took over the control and management of certain companies (hereinafter, the "**Companies"**) ostensibly in application of Turkish law and replaced the officers and board members of the Companies (***TMSF Exhibit 69***).

Subsequently, the new directors appointed by the TMSF undertook to dispose of the assets of some of the Companies (***TMSF Exhibit 1***). The assets of the Companies were sold either separately or in batches. These lots were then referred to as a "commercial and economic package".

The funds generated by these disposals were intended to be used to recover funds paid out by the TMSF, in particular to Banque Imar depositors.

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2 By way of illustration, "*La cavale française d'un ex-magnat turc*" Le Figaro.

3 Amount at 31 December 2021, representing approximately €560 million.

It is worth noting that these decisions were challenged before the Turkish administrative courts, which rejected them (***TMSF exhibits 73 to 76***).

6. Against this backdrop, in 2006 TMSF organised, on behalf of the companies it had taken control of, invitations to tender for the sale of the Telsim and Oksijen assets.

1.3 Sale of Telsim and Oksijen assets to Vodafone Telekomunikasyon and Vodafone IT

(a) The sale of Telsim's assets

7. On 25 August 2005, the announcement of the sale of the Telsim "commercial and economic complex" by invitation to tender was published in the Turkish Official Gazette. The value of the assets to be sold, a list of which had previously been drawn up by a commission set up for the purpose, was estimated at USD 2.804 billion (***TMSF Exhibit No. 77***).

Fifteen different companies, including world leaders in the sector, applied to take part in the pre-qualification process, thirteen of which were finally granted access to confidential documents relating to Telsim's assets[4] . After analysing these documents and obtaining responses from Telsim's management team, seven companies submitted definitive bids (***Exhibit 11***).

On 13 December 2005, several Turkish television channels broadcast live the opening of the bids containing the final offers from the remaining participants[5] .

Vodafone Telekomunikasyon came out on top with a bid of USD 4.35 billion[6] .

The subsequent auction, involving the four highest bidders, was also broadcast live and was won by Vodafone Telekomunikasyon (***Exhibit 11*** *and* ***TMSF Exhibit 78***).

The sale was then subject to approval in Turkey by the Competition Authority and the Telecommunications Authority (***Exhibit 11***).

Finally, on 24 May 2006, the Board of Directors of the TMSF approved the sale to Vodafone Telekomunikasyon, pursuant to its decision 243 (***TMSF Exhibit 78***). The agreement to sell Telsim's assets was signed on the same day between Vodafone Telekomunikasyon and the TMSF (***Exhibit 4***[7]). At the time, the TMSF indicated that it was acting under the powers of management and disposal of assets granted by Turkish law.

In consideration for the acquisition of Telsim's assets, Vodafone Telekomunikasyon paid the sum of USD 4.55 billion to the TMSF (***TMSF Exhibit 79***).

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4 *"Vodafone wins Turkish telephony auction with US$4.55 billion bid*", Financial Express, 14 December 2005.

5 *"Vodafone buys Turkish company Telsim*", Les Echos, 14 December 2005.

6 *ibid*.

7 Piece corrected after unintentional omission of a paragraph.

(b) The sale of Oksijen's assets

8. The official announcement of the start of the invitation to tender for the sale of Oksijen's assets was published in the Journal Officiel on 8 March 2006 (***Exhibit 5***).

Here again, a committee set up to list the Oksijen assets to be disposed of valued them at USD 9.2 million (***Exhibit 5***).

On 13 June 2006, only Vodafone IT submitted a definitive bid for $9.2 million. Vodafone IT therefore won the tender (***Exhibit 6***).

The sale of Oksijen's assets was then subject to the approval of the Turkish Competition Authority.

The Board of Directors of the TMSF gave its approval to the transaction on 17 August 2006 by its decision 394 (***Exhibit 6***). The agreement for the sale of the Oksijen assets was signed on the same day between Vodafone IT and the TMSF (***Exhibit 7***).

In consideration for the acquisition of the Oksijen assets, Vodafone IT paid the sum of US$9.2 million to the TMSF (***Exhibit 8***).

9. Following this sale, Oksijen was finally wound up on 26 July 2007 (***exhibit 9***). Telsim is still in existence today.

1.4 The various legal proceedings

(a) The various procedures initiated following disposals organised by the TMSF

10. The bankruptcy of Banque Imar gave rise to hundreds of civil, administrative and criminal proceedings throughout the world.

A large number were directed against the Claimants, who then decided to leave Turkey (***TMSF exhibits 6 and 7).***[8]

11. With regard to the invitation to tender that led to the sale of Telsim's assets to Vodafone Telekomunikasyon, two unsuccessful legal proceedings were brought in 2006 by direct and indirect shareholders in Telsim seeking to challenge the invitation to tender (***Exhibits 10 and 11***).

Also in connection with this invitation to tender, Cem Cengiz Uzan filed two actions in the *Supreme Court of* the State of New York on 3 April and 2 May 2006, in which it made claims very similar to those presented in the present proceedings (***exhibits 12 and 13***).

The first of these proceedings was brought against Vodafone Group, Vodafone Telekomunikasyon and Yasar Akgun, one of Telsim's directors appointed by the TMSF (***Exhibit 12***).

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[8] See **TMSF Exhibit 6**, Le Monde, "Cem Uzan, passé du gotha turc aux fichiers d'Interpol", 19 October 2009: "*Cem Uzan [...] disappeared at the beginning of October. Threatened with arrest, he had fled his country in a yacht shortly before, mooring on a Greek islet. He was said to be in Jordan, but could be in France.* [...] *Cem has joined his father Kemal and brother Hakan on the run, both of whom are suspected of having embezzled several billion dollars*".

Cem Cengiz Uzan, claiming to be an economic beneficiary of Telsim, claimed that a plot had been hatched by Yasar Akgun and other Telsim directors to sell off Telsim's assets. This would have resulted in Telsim losing the dividends to which it was entitled.

In the second set of proceedings, brought against Telsim and Yasar Akgun, Cem Cengiz Uzan again alleged a cartel between Telsim's directors appointed by the TMSF with the supposed aim of harming it (***Exhibit 13***).

On 5 October 2007, it dismissed all of Cem Cengiz Uzan's claims, ruling in particular that it lacked jurisdiction and that the connection with the Turkish courts was much stronger (***Exhibit 13***).

Cem Cengiz Uzan took note of this decision and consequently preferred, in the course of 2009 - i.e. after three years of proceedings - to withdraw its claims in its first proceedings (***Exhibit 12***).

12. These actions initiated by Cem Cengiz Uzan are just two examples of the abuse of the judicial system by members of the Uzan family on numerous occasions (***TMSF Exhibit 2***).

This procedure is a further illustration of this.

(b) This procedure

13. By deed dated 19 July 2021, the Plaintiffs brought an action before the Tribunal de céans seeking to :

> *"to obtain judicial recognition of the massive fraud of which they have been the victims, in their capacity as economic beneficiaries of the companies targeted by the fraudulent seizures, and to obtain compensation for the damage they have suffered as a result of the actions of the defendants, who must be sentenced jointly and severally*".

Under the terms of their writ of summons, the Uzan brothers alleged that they had suffered damage of more than 68 billion US dollars, corresponding to the "*market value to date of the activities and assets transferred by the Companies under the management of TMSF, including the dividends already generated by these activities and assets for the last 19 years as well as the present and future dividends generated by these activities and assets currently held by third parties*".

The Claimants further state that they have come into the rights of their father and sister, Kemal and Ayşegül Uzan, who are said to have assigned to them "*all rights arising from [their] direct and indirect ownership in the Companies, which include, but are not limited to, dividend rights, the right to sue for unlawful acts*" (***Adversary Exhibit No. 3***).

More specifically, the Uzan brothers are demanding payment of more than 22 billion US dollars from Vodafone Group, whose subsidiaries acquired the assets of Telsim and Oksijen.

14. On 14 December 2022, Vodafone Group served a first set of interlocutory submissions, raising a plea of lack of jurisdiction and a number of grounds for dismissal.

15. On 21 November 2023, the Plaintiffs served two sets of pleadings: one on the merits and the other in response to the incident.

In their submissions on the incidental claim, the Plaintiffs amended the definition of the loss they claim to have suffered: it would now be "*the value of the dividends received on the date*

assignment by the beneficial owners and/or shareholders of the acquiring companies"[9] .

However, the value of this loss remains unchanged at over 68 billion US dollars.

16. This procedure must not mislead the court: **its sole purpose is to harm the Defendants**.

In fact, Cem Cengiz and Murat Hakan Uzan are making a great deal of noise about their legal action, which they describe as "*the biggest trial in the world*"[10] , against those they accuse of committing an unprecedented fraud.

In order to attract the attention of the media and the public, the Plaintiffs have set up a website called "The Uzan Case - Real Justice"[11] , on which the Plaintiffs publish articles mentioning the trial.

The Claimants have also issued to the public NFTs ("*non-fungible tokens*")[12] , i.e. cryptocurrency digital assets issued and exchangeable on a *blockchain*, called "GPWIN" and presented as the NFTs of the "*Trial of the Century*"[13] .

They announced on 13 September 2022, through videos and publications on social networks, that they had signed a partnership with the cryptocurrency platform DANA in order to create NFTs, which could be purchased by the public and traded on this platform. A new website was created to promote these NFTs, on which the Plaintiffs did not hesitate to publish their summons as well as the Defendants' submissions in their possession[14] .

Although this site is no longer accessible as of the date of the regularisation of the present conclusions, it is certain that the Claimants continue to seek to generate income, with an undisguised speculative aim. In the video that Cem Cengiz Uzan published on social networks for the occasion, he does not hesitate to state that DANA is preparing to revolutionise the world of legal disputes. He also promises that the profit generated by a person investing in an NFT would "ultimately" be equal to 27 times their initial investment.

The price of an NFT was set at US$170 in December 2022. Multiplied by the number of NFTs offered for sale, i.e. 3,380,000, this represents a total amount of nearly 575 million US dollars that the Uzan brothers hope to raise from the public exclusively through this procedure.

This trial is therefore first and foremost a source of revenue for the Plaintiffs, who are not afraid to use the French justice system and this court to generate several hundred million dollars in revenue.

The Court will decide.

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9 Opinion of Murat Hakan Uzan and Cem Cengiz Uzan, §163 et seq., page 40.

10 *Uzan NFT Reveal*" and "*Uzan NFT Reveal (eng)*" videos published on *Youtube* on 14 September 2022: https://www.youtube.com/watch?v=k7bk_u1zvIE.

11 Website: https://www.uzancasetruejustice.com/.

12 According to the Dictionnaire permanent Epargne et produits financiers - Marché de l'art: "This *is a token recorded in the blockchain, comprising a sequence of alphanumeric characters that comply with the rules of cryptography*.

13 https://gpwin.io/.

14 https://gpwin.io/ - Case Cal.

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Before even addressing the merits of the case, it will be shown that there is no rule of law that would allow the Paris Court of First Instance to have any jurisdiction over this case.

In addition, the Claimants are inadmissible as against Vodafone Group for a number of reasons, as set out below.

2. DISCUSSION

2.1 On the lack of jurisdiction of the Paris Court of First Instance

17. It is requested, *in limine litis*, that the Tribunal Judiciaire de Paris declare that it does not have jurisdiction in favour of the Turkish courts.

(a) Applicable jurisdictional rules

18. In law, pursuant to Article 6 of the Brussels I bis Regulation, the rules of jurisdiction applicable to a dispute brought in France against defendants domiciled in third countries, such as the United States, Turkey and, since 1er February 2020, the United Kingdom, are those of French private international law.

Under French law, the international jurisdiction of French courts in international disputes is determined in accordance with the rules of domestic jurisdiction[15] , irrespective of the law applicable to the substance of the dispute[16] .

The Court of Cassation has specified that: "*if the parties are foreign, the French courts cannot accept jurisdiction if no ordinary criterion of territorial jurisdiction is met in France*"[17] .

Thus, for the international jurisdiction of the French courts to be established, it is necessary that **one of the connecting factors referred to in the domestic provisions on territorial jurisdiction be established or located in France**[18] .

19. In this case, Murat Hakan Uzan and Cem Cengiz Uzan, both allegedly domiciled in Paris, brought an action for damages against 52 defendants domiciled in Turkey, the United States and the United Kingdom. The applicable rules of jurisdiction are therefore those of French private international law.

The dispute is international if all the parties are foreign, the defendants are domiciled abroad and the alleged damage is caused abroad.

In application of the above principles, an ordinary criterion of territorial jurisdiction must be met in France for the jurisdiction of the French courts to be retained.

As will be shown below, the French courts have no ordinary international jurisdiction to hear this dispute.

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15 Professors B. Audit and L. d'Avout, Droit international privé, 8e edition, no. 425; JurisClasseur, Compétence des tribunaux français à l'égard des litiges internationaux, § 5.

16 JurisClasseur, Compétence des tribunaux français à l'égard des litiges internationaux, § 6. Cass. civ. 1ère , 30 October 1962, published in the bulletin; Cass. civ. 1ère , 13 January 1981, no. 79-10.693, published in the bulletin.

17 Cass. civ. 1ère , 16 April 1985, no. 83-16.741, published in the bulletin.

18 JurisClasseur, Compétence des tribunaux français à l'égard des litiges internationaux, § 6.

(b) On the ordinary international jurisdiction of the French courts

20. Under article 46 of the Code of Civil Procedure, in addition to the court for the place where the defendant resides, the plaintiff in an action in tort may bring proceedings in (i) the court for the place where the harmful event occurred or (ii) the court for the place where the damage was suffered.

21. In the present case, the action brought against Vodafone Group is an action in tort, with the Plaintiffs claiming that Vodafone Group is liable "*for having participated and contributed, necessarily with full knowledge of the facts and therefore in a wrongful manner, to the concerted scheme of fraudulent misappropriation of the aforementioned assets and for having thus profited from the proceeds and fruits of these illicit misappropriations*".

The Plaintiffs therefore benefit from the option of jurisdiction provided by Article 46 paragraph 3 of the Code of Civil Procedure.

Neither of the two criteria set out in Article 46 paragraph 3 is met in this case:

(i) The place where the harmful event occurred.

According to the doctrine, the place where the harmful event occurred refers to the place where the event giving rise to the damage occurred, i.e. the place where the event giving rise to the damage occurred[19] .

The case law adds that the place of the harmful event, in the specific case of a confiscation of shares followed by a transfer of assets, is defined according to the place where the disputed deed of sale was signed and the place where the confiscation order was issued[20] . It does not apply to the claimant's place of residence on the sole ground that he or she has suffered financial loss there[21] .

In this case, the alleged harmful event, i.e. the transfer of control and management of the Companies to the TMSF and the subsequent sale of assets by tender and auction in accordance with Turkish law, undoubtedly took place in Turkey.

The ordinary international jurisdiction of the French courts cannot therefore be invoked on the basis of the place where the harmful event occurred.

(ii) The place where the damage occurred.

Case law has consistently held that the place where the damage was suffered is the place where the damage occurred[22] .

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19 M. Kebir, *Compétence territoriale: accessibilité d'un site internet à l'origine d'un dommage*, 6 nov. 2017; Mesdames et Monsieur les Professeurs N. Sauphanor-Brouillaud, C. Aubert De Vincelles, G. Brunaux et L. Usunier, Les contrats de consommation. Common rules, 18 Dec. 2018.

20 CA Aix-en-Provence, 17 December 2009, no. 09/05647.

21 CA Paris, 2 June 2017, no. 16/15845.

22 Cass. civ. 2ème , 28 Feb 1990, n°88-11.320, Published in the bulletin; Cass. com. 8 Feb 2000, n°98-13.282; CA Paris, pole 5 ch. 1, 23 May 2017, n°16/24716; CA Paris, pole 1 ch. 8, 31 January 2020, n°19/13933.

The judges deduce from this that the loss suffered by a victim who is a secondary victim, understood as someone whose loss is merely the corollary of that suffered directly by a third party[23] , cannot be considered to have been suffered at the place of residence[24] .

Nor can the place where the damage was suffered be equated with the place where the financial consequences of the damage could be measured[25] .

This solution has been confirmed by the Cour de cassation (French Supreme Court)[26] and has been the subject of numerous decisions by the lower courts[27] , including in relation to the withholding of dividend payments[28] .

These decisions are easy to understand because, as the legal doctrine points out, article 46 para. 3 of the Code of Civil Procedure is not intended to be misused to allow the victim to bring an action in the court for the place where he or she is domiciled[29] . Otherwise, it would be easy for the claimant to bring proceedings in the court for his place of residence if he had borne - even if only in part - the financial consequences of the damage in the jurisdiction for his place of residence.

In the present case, the Plaintiffs argue in their summons that :

> *"At least part of the financial loss suffered by the Claimants, in their capacity as the ultimate economic beneficiaries of the Companies, is suffered in France, since they are deprived of the fruits of the Companies' activity and are the victims, each year, of a total deprivation of the dividends that they could have expected.*
>
> *France is indeed the place where the Claimants carry on their business as economic beneficiaries of the Companies, so that the damage was and still is suffered in France, where they act as shareholders, as natural persons resident in France.*
>
> *The French courts therefore have jurisdiction* rationae loci in *respect of these losses which occurred in France and therefore to hear the entire dispute, in respect of all the losses suffered*"[30] .

The Claimants are therefore seeking compensation for a loss which, in their view, arose from the transfer by the TMSF of the Companies' assets and activities.

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23 Cass. com. 26 January 1970, Bull. civ. IV, n°30.

24 Cass. civ. 2ème , 11 January 1984, no. 82-14.587, published in the bulletin.

25 Cass. civ. 2ème , 28 February 1990, n°88-11.320, Published in the bulletin.

26 Cass. com. 8 Feb. 2000, no. 98-13.282.

27 CA Paris, 7 January 2020, no. 19/12553; CA Colmar, 25 August 2011, no. 10/05219.

28 CA Aix-en-Provence, 17 December 2009, no. 09/05647; CA Colmar, 25 August 2011, no. 10/05219.

29 Dalloz action Droit et pratique de la procédure civile, § 241.251; JurisClasseur Procédure civile, "Compétence territoriale en matière civile", § 163; Répertoire de procédure civile, "Détermination des règles de compétence", § 88.

30 Formatting added.

In the specific case of Vodafone Group, the Claimants maintain, in their alleged capacity as shareholders of Telsim and Oksijen, that the transfer of the assets of those companies to subsidiaries of Vodafone Group would have caused them harm.

Assuming that the transfers of Telsim's and Oksijen's assets took place in a fraudulent context, as the Plaintiffs maintain, Telsim and Oksijen may have been improperly deprived of their assets and the benefits that they could have derived from them.

The damage suffered by the Plaintiffs - even if it were established - would only be the corollary of the damage hypothetically suffered by Telsim and Oksijen and would therefore only be ricochet damage.

Only part of the financial consequences of this alleged fraud would have appeared in France.

In accordance with the above case law, the place where the damage was suffered cannot be France.

The Plaintiffs cannot therefore rely on Article 46 of the Code of Civil Procedure to establish the jurisdiction of the French courts.

22. It will be emphasised that paragraph 3 of Article 42 of the Code of Civil Procedure cannot form the basis of their jurisdiction either, as the Plaintiffs' interpretation of this provision in their writ of summons is erroneous.

This provision gives the plaintiff an option of jurisdiction only where the defendant has no known domicile or residence, which is not the case here.

23. **It follows from the foregoing that there is no domestic rule of territorial jurisdiction on which to base the ordinary international jurisdiction of the French courts.**

The Plaintiffs base - now primarily - the jurisdiction of the local court on the provisions of Article 14 of the Civil Code. This ground cannot succeed either, as will be shown below.

(c) On the privileged international jurisdiction of the French courts

(i) **The conditions for the combined application of Article 14 of the Civil Code and Article 6 of the Brussels I bis Regulation**

24. In law, where the international jurisdiction of the French courts cannot be upheld on the basis of their ordinary international jurisdiction, it may still be upheld on the basis of their extraordinary international jurisdiction, on the basis of Article 14 of the Civil Code, which provides :

> *"A foreigner, even one not residing in France, may be summoned before the French courts for the performance of* ***obligations contracted by him in France with a French national****; he may be brought before the French courts for* ***obligations contracted by him in a foreign country with French nationals***"[31] .

[31] Formatting added.

This article establishes a privilege of jurisdiction by virtue of which a French plaintiff may sue in France a foreign defendant domiciled abroad. French nationality is therefore a necessary condition for the implementation of article 14 of the Civil Code[32] .

25. In the present case, the Claimants are not French nationals, so that in principle they cannot rely on Article 14 as a basis for the jurisdiction of the French courts.

26. In order to justify the jurisdiction of the French courts, the Plaintiffs rely on a
The Court of First Instance ruled that "*the combined application of the European Regulation and Article 14*" and affirmed that "*any foreigner whose domicile is in France is treated in the same way as French nationals with regard to the possibility of invoking Article 14 of the Civil Code to establish the international jurisdiction of the French courts, where the defendant is not domiciled in a Member State of the European Union*".

In support of their argument, they cite two judgments of 29 June 2022, in which the Cour de cassation ruled that :

> *"Article 6(2) of the Brussels I bis Regulation allows a foreigner to rely on Article 14 of the Civil Code, on the sole condition that he is domiciled in France and that the defendant is domiciled outside a Member State of the European Union*"[33] .

Article 6(2) of the Brussels I bis Regulation provides that :

> *"Any person, whatever his nationality, who is domiciled in a Member State may, like the nationals of that Member State, invoke in that Member State against that defendant the rules of jurisdiction in force there and in particular those which the Member States must notify to the Commission pursuant to Article 76(1)(a)*"[34] .

This means that only claimants who can demonstrate that they are actually domiciled in France can take advantage of this provision.

27. In law, the concept of domicile, as derived from the application of the Brussels I bis Regulation and Article 102 of the Civil Code, refers to the place of a person's '*principal place of business*'.

The determination of the principal place of business, which is left to the discretion of the court, is made on the basis of a body of corroborating evidence.

Both authors and case law agree that the concept of domicile implies a principle of unity and fixity, which distinguishes it from the purely factual concept of residence. Thus, while a natural person may have several residences, he or she has only one domicile[35] .

In addition, the judges set two cumulative conditions for identifying the place of domicile of a natural person:

> -a material criterion, understood as the place where the person's business, activities or interests are centred.

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32 Cass. civ. 1ère , 21 March 1966.

33 Cass. civ. 1ère , 29 June 2022, no. 21-10.106 and no. 21-11.722, formatting added.

34 Formatting added.

35 Professor J. Jourdan-Marques, Répertoire de procédure civile, "Domicile, demeure et résidence", §7.

an intentional criterion, reflecting the will of the person[36] .

Thus, the purely arbitrary intention to fix one's domicile in a place is insufficient in the absence of an actual establishment[37] .

Among the indicators taken into account by the lower courts are the place where the individual's family is based and the place of the centre of the individual's financial and professional interests[38] . Owning a large amount of movable or immovable property in a given country is often an indication of where a person's pecuniary interests are centred.

In the present case, the Claimants have not provided any evidence to establish that they are domiciled in France.

They submitted simple residence permits (***exhibits 1.1 and 1.2***) - which they also entitled "Justificatifs de résidence en France" (proof of residence in France)[39] - in which the Applicants stated that they both lived in the same flat, at 32 avenue Foch in Paris. This cohabitation is surprising, to say the least, given that they are two adults, each with a family.

Murat Hakan Uzan also stated, when Motorola attempted to serve service on 16 November 2021, that his brother was not domiciled at 32 avenue Foch (***Motorola Exhibit 23***).

Nor do any of the new documents communicated by the Claimants in support of their latest pleadings make it possible to establish with certainty their domicile in France (***Opposing exhibits 34 to 70***). As evidence of this, the Claimant cites :

- Motorola's detailed demonstration in its pleadings served on 22 April 2024 ;
- the conclusion of the bailiff appointed on two occasions by Motorola in November and December 2021 - i.e. after the initiation of the present proceedings - to serve judgments on Cem Cengiz Uzan: according to the bailiff, Cem Cengiz Uzan clearly had no known domicile, residence or place of work on French territory (***Motorola exhibits 23 and 24***).

As for Murat Hakan Uzan, the evidence provided by Motorola is again overwhelming: the multiplicity of identities fraudulently used by him clearly makes it impossible to link the claimant to a domicile in France.

Finally, it should be noted that the Claimants stated that they were domiciled in Ankara during the campaign for the presidential elections in Turkey in May 2023, in which the two brothers were candidates (***TMSF exhibits no. 228 to 230***).

This bears witness to the Claimants' involvement in the political life of their country of origin. Both the material criterion of domicile, i.e. the centre of their professional interests, and the intentional criterion of domicile are therefore in Turkey and not in France.

At the very least, all this shows the duplicity of the Claimants, who go so far as to invoke the law on foreign nationals in an attempt to present themselves as victims running the risk of "*losing*

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36 Professor Y. Buffelan-Lanore, Répertoire de droit civil, "Domicile, demeure et logement familial", §93.

37 Professor J. Jourdan-Marques, *op. cit*, §24.

38 Professor Y. Buffelan-Lanore, *op. cit*, §94 et seq.

39 Formatting added.

the benefit of subsidiary protection "if it was established that their permanent residence was outside France[41] .

The two Uzan brothers are therefore clearly not domiciled in France and are now using this argument to justify - improperly - the jurisdiction of the French courts.

28. In addition, the Claimants cannot rely on Article 14 read in the light of Article 6 of the Brussels I bis Regulation, since the case law makes the application of Article 14 conditional on the existence of an interest in bringing proceedings specific to the claimant of French nationality.

The Cour de cassation thus ruled, in relation to an action brought by a foreign company and its French national legal representative, that the latter could only invoke Article 14 of the Civil Code if he could justify in his own name a direct interest in bringing the proposed action[42] .

In this case, the judges noted that the action only sought to obtain compensation for the loss suffered by the foreign company, so that the French nationality of the other plaintiff was not sufficient to establish the jurisdiction of the French courts under Article 14. The international jurisdiction of the French courts could not therefore be accepted.

Finally, as one author commented, "*only a claim that is of personal and direct interest to a French person can open the exceptional and subsidiary way to the privilege of French jurisdiction*"[43] .

In the present case, the Plaintiffs do not demonstrate an interest in bringing the present action.

They have not produced any documents to prove the ownership of the shares they allegedly held in the Companies, nor have they substantiated the amounts of damages they allege.

On the contrary, as in the case law cited above, the Uzan brothers have no interest in bringing an action, since they are seeking compensation for a loss that would be suffered directly - if it were established - only by the companies whose assets were sold.

As a direct result of the aforementioned decision, the Claimants cannot therefore rely on Article 14 of the Civil Code, including as read in the light of Article 6 of the Brussels I bis Regulation, as a basis for the jurisdiction of the French courts.

It follows from all the foregoing that the international jurisdiction of the French courts on the basis of Article 14 of the Civil Code cannot be upheld, as the Plaintiffs do not meet the conditions for its application.

(ii) **In addition, on the fraudulent application of Article 14 of the Civil Code**

29. As explained above, Article 14 of the French Civil Code establishes a privilege of jurisdiction granted to claimants of French nationality.

30. However, in application of the adage that fraud corrupts everything, the French courts must declare themselves incompetent where the claimant fraudulently creates the conditions for

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41 Opinion of Murat Hakan Uzan and Cem Cengiz Uzan, §414 et seq., page 86.

42 Cass. civ. 1ère , 22 February 2005, no. 02-10.481, published in the bulletin.

43 Professor M.A Ancel, *La justification d'un intérêt personnel et direct à l'action est nécessaire pour fonder la compétence des juridictions françaises*, Revue critique de droit international privé 2005 p.671.

application of Article 14 to give them jurisdiction[44] . This is particularly the case where the situation of internationality invoked by the claimant is created out of thin air.

Case law follows this line of reasoning and recognises the existence of fraud under Article 14 of the Civil Code when a claim is assigned by a foreign company to a French national for the sole purpose of establishing the jurisdiction of the French courts. The Court of Cassation thus approved the reasoning of the Court of Appeal, which had "*rightly stated*" that
"the assignment of the claim (…) was intended to fraudulently create the conditions for the application of the aforementioned Article 14"[45] .

Article 14 of the Civil Code cannot therefore be invoked by a claimant as a basis for the jurisdiction of the French courts if it is established that *there has been "fraud intended to give jurisdiction artificially to the French court in order to remove the debtor from his natural judges*"[46] .

The *forum shopping* carried out by the claimant is then coupled with a fraud on the law, since the exercise of the option of jurisdiction is in reality the result of a manipulation of the connecting factor[47] .

Fraud requires three criteria to be met: (i) a legal element (the provisions the fraudster is trying to evade), (ii) a material element (the artificial creation of jurisdiction) and (iii) a moral element (fraudulent intent)[48] .

31. In this case, Murat Hakan Uzan and Cem Cengiz Uzan are both Turkish nationals. They claim to have lived in France since 3 September 2014 and 3 September 2009 respectively.

The three constituent elements of fraud under Article 14 of the Civil Code are all present:

1. The Applicants make no secret of their desire to evade the provisions of Turkish law. Having been convicted and/or had their claims rejected in Turkey and in the United States, they are now trying to win their case in France. This is the legal element of fraud.

2. The material element of fraud is apparent from the fact that the Claimants claim to be domiciled in France, which enables them to rely on Article 14 of the Civil Code and the Brussels I bis Regulation, which Kemal and Ayşegül Uzan cannot do.

   A few months before the commencement of the present action, Kemal and Ayşegül Uzan therefore undertook to transfer rights attached to all of their shares to the Claimants (***Adverse Exhibit 3***).

   This stratagem deceives no one: the aim was to give the Claimants the means to present, before the French courts, claims brought on behalf of all the members of the Uzan Family.

   It should also be noted that the Plaintiffs have taken care not to summon persons residing in the European Union to appear before the Paris Court.

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44 J. Burda, *Article 14 of the Civil Code: divorce proceedings and jurisdictional privilege*, Dalloz actualité, 26 July 2012.

45 Cass. civ. 1ère , 24 November 1987, n°85-14.778, Published in the bulletin (formatting added).

46 Cass. civ. 1ère , 14 December 2004, n°01-03.285, Published in the bulletin.

47 Professor H. Gaudemet-Tallon, *Fraude au jugement et abus de procédure*, Revue critique de droit international privé 2012, p.900.

48 Professors D. Bureau and H. Muir Watt, Droit international privé, Tome I Partie générale, 4th edn, §428 et seq.

Of the fifty-eight different beneficial owners of the transferees of the Companies' assets that the Claimants themselves list in their summons, fifty-two are summoned alongside the TMSF and Motorola. The other six, who were voluntarily excluded from the proceedings, are all European citizens or companies registered in the European Union[49] .

The Claimants have therefore knowingly manipulated the connecting factor in an attempt to artificially create a ground of jurisdiction in the French courts - which they acknowledge in their submissions served on 21 November 2023[50] .

3. The fraudulent intent of the Claimants, characterising the moral element of the fraud, is clearly apparent from the manoeuvre they undertook, which was intended solely to oust the Turkish courts *by* artificially combining the right to bring proceedings in the hands of the members of the Uzan Family who were allegedly domiciled on French territory.

The Claimants have therefore created from scratch the element connecting their situation to the French courts. The jurisdiction of the French courts is the result of an instrumentalisation of French and European rules for the sole purpose of removing the present dispute from the jurisdiction of the Turkish courts.

For all these reasons, the Pre-Trial Judge must declare that he has no jurisdiction to hear this action.

The competent courts are those of Turkey, and probably those of the administrative order, as :

- the place of the alleged harmful event, namely the transfer of control and management of Telsim and Oksijen to the TMSF, followed by the sale of their assets by tender procedures in accordance with Turkish law.

- the place where the damage was suffered - assuming it is established - since the tendering procedures for the assets of Telsim and Oksijen, Turkish companies, took place in Turkey and the winners of those tenders were Turkish companies.

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If, by some extraordinary means, the Pre-Trial Judge were to declare that he has jurisdiction to hear the merits of this dispute, he would nevertheless rule that all the claims made by the Plaintiffs are inadmissible.

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49 Summons from Murat Hakan Uzan and Cem Cengiz Uzan, §17, page 13.

50 Conclusions of Murat Hakan Uzan and Cem Cengiz Uzan, §396, page 80.

2.2 Inadmissibility of the claims

32. First and foremost, it should be noted that the Plaintiffs have not produced any documents in support of their pleadings to prove that they were shareholders in Telsim and Oksijen prior to the sale of the latter's assets.

They merely state that they are the "ultimate economic beneficiaries of numerous companies (hereinafter the "Companies") in which they hold, directly or indirectly, more than 25% of the capital and voting rights and whose assets were fraudulently misappropriated by the defendants"[51] .

The Plaintiffs therefore do not at any time justify an interest in bringing the present action and for this reason alone their claims must all be deemed inadmissible.

33. If, however, the Pre-Trial Judge decides to presume that the Plaintiffs are shareholders in Telsim and Oksijen, it will be shown that the Uzan brothers' claims are nonetheless inadmissible.

Indeed:

- The Plaintiffs' action is time-barred (**b**);
- Vodafone Group, the defendant in the present proceedings, has no standing to defend since it is not involved in the disposal of the assets of Telsim or Oksijen (**c)** ;
- The Plaintiffs do not establish a direct interest in bringing proceedings (**d)**, since :
    - they seek compensation for the alleged loss suffered by the Companies; and
    - they seek compensation for the alleged loss suffered by the other members of the Uzan family.

The objection based on the use of the US dollar in the Plaintiffs' claims has been resolved (**e).**

As a preliminary matter, we will respond to Murat Hakan Uzan's and Cem Cengiz Uzan's request to refer the analysis of the grounds for dismissal to the formation of the judgment (**a**).

(a) Preliminary ruling on the referral back to the bench

In their final submissions, the Plaintiffs request that the grounds for dismissal be referred back to the formation of the judgment, on the grounds that they would require "*the prior determination of substantive issues, in particular with regard to the application of Turkish law to the substance of the dispute*".

This request is based on article 789, 6° of the Code of Civil Procedure:

> *"Where the plea of inadmissibility requires that a substantive issue first be decided, the Pre-Trial Judge shall rule on the substantive issue and on the plea of inadmissibility. However, in cases that do not fall within the jurisdiction of the single judge or that are not assigned to him, a party may object.*"

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[51] Summons of Murat Hakan Uzan and Cem Cengiz Uzan, §3, page 9.

It cannot succeed for two reasons.

Firstly, as regards the limitation period, both Plaintiffs and Defendants agree to apply Turkish law in analysing this plea. There is therefore no need to decide any issue relating to the law applicable to this plea.

Secondly, as regards the other grounds of non-admissibility, it will be shown for each of them that the resolution of the dispute is identical under Turkish law as it is under French law.

In a context in which the Plaintiffs are marketing NFTs to the public from which they hope to make nearly 600 million dollars, the Plaintiffs' intention is clear: to further delay the outcome of this action, which was initiated nearly 3 years ago, even though it has been brought before courts that lack jurisdiction, are time-barred and inadmissible for lack of interest and standing on the part of both the Plaintiffs and the Defendants.

The Pre-Trial Judge will therefore have to dismiss this application and will rule, without further delay, on the grounds for dismissal set out below.

(b) Primarily, on the statute of limitations

34. As a preliminary point, the law applicable to this plea of non-receivability is, pursuant to Article 2221 of the Civil Code and the case law[52] , the law where the harmful event occurred, i.e. Turkish law. The Claimants support this analysis[53] .

35. Under Turkish law, Article 60 of the Turkish Code of Obligations, as it stood at the time of the events, provided that an action in tort was barred by :

- one year from the date of knowledge of the damage and its perpetrator, and
- at the latest ten years after the event that caused the loss or damage, even if the injured party has not yet been made aware of the loss or damage or the person responsible for it.

As Professor Mehmet Erdem explains, this limitation period applies to any action for compensation in tort, regardless of whether the compensation claimed relates to an act that is allegedly non-existent under Turkish law (***Exhibit Consorts Sabanci Dogan Limak no. 14***).

36. In this case, the Plaintiffs' action is based on tort.

Murat Hakan Uzan and Cem Cengiz Uzan accuse Vodafone Group, whose subsidiaries acquired assets from Telsim and Oksijen, of having allegedly participated in "*a concerted scheme of fraudulent misappropriation*" of these assets, which they claim was organised by the TMSF[54] .

The disputed facts on which the Uzans' action against the Defendant is based therefore occurred at the latest on the date on which the assets of Telsim and Oksijen were transferred to Vodafone Group's subsidiaries, i.e. on 24 May and 17 August 2006.

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52 CA Paris, 19 November 2021, 16/22163.

53 Opinion of Murat Hakan Uzan and Cem Cengiz Uzan, §442 et seq., page 92.

54 Summons of Murat Hakan Uzan and Cem Cengiz Uzan, §16, page 12.

The Plaintiffs cannot claim that they were unaware of this at the time of the events, as the case was widely covered in the media, as they point out in §118 of their summons.

The Plaintiffs' action has therefore been time-barred since May 25, 2007 in respect of the claims relating to the transfer of Telsim's assets and August 18, 2007 in respect of Oksijen's assets.

Even assuming that the one-year period did not begin to run on 24 May and 17 August 2006, the Plaintiffs' action has in any event been time-barred since 25 May and 18 August 2016, i.e. ten years after the events that caused the damage.

The present action in tort was brought by the Plaintiffs by a writ of summons dated July 19, 2021, after the limitation period had expired.

This action is therefore time-barred.

37. In an attempt to avoid this limitation period, the Claimants produced a legal opinion, written by Professor Ahmet Turk, focusing on the Turkish legal concept of non-existence and on the supposedly imprescriptible nature of an action for damages arising therefrom (***Adversary Exhibit 73***).

They deduce that there is no statute of limitations on their action.

However, the Plaintiffs' reasoning is inconsistent, even misleading, as the Uzan brothers change the legal foundations to suit their advantage.

In the same set of pleadings, they claim that their action is an action for non-existence, and then they describe it as a "*claim for compensation for loss resulting from the non-existent act*". In the first case, the Plaintiffs claim that their action is not subject to any statute of limitations; in the second, that it is subject to a limitation period of no more than 10 years, running from the date of a court decision declaring the action to be non-existent.

They also attempted to mislead the Pre-Trial Judge by implying that they had brought an action for annulment of the disputed sales of assets initiated by TMSF - without it being clear where this action would have been brought: "*the limitation period for claims for compensation made in the context of the present proceedings will only begin to run from the date of delivery of a final judgment ruling on the non-existence of the acts taken by TMSF-manager*"[55] .

Above all, this analysis is directly contradicted by the arguments of Professor Mehmet Erdem, who demonstrates that any action based on a tort or delict is subject to the ordinary law limitation regime set out above (***Sabanci Dogan Limak Estate Exhibit 14***).

The Plaintiffs' arguments on this point must therefore be rejected.

In conclusion, the Plaintiffs' action is time-barred under Turkish law, and the Pre-Trial Judge must therefore declare it inadmissible.

38. <u>It should be noted that the solution is the same under French law.</u>

Pursuant to the new article 2224 of the Civil Code resulting from law no. 2008-561 of 17 June 2008 reforming the statute of limitations in civil matters, actions in tort are subject to the following statutes of limitations

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[55] Opinion of Murat Hakan Uzan and Cem Cengiz Uzan, §461 et seq., page 95.

by five years from the day on which the holder of a right knew or should have known the facts enabling him to exercise it.

Prior to this law, actions in tort were subject to a ten-year limitation period[56] .

In accordance with the transitional provisions of the Act[57] , the new five-year period was applied to statutes of limitation in force from the date on which the Act came into force, i.e. 18 June 2008, without the total period exceeding the period provided for under the previous Act.

As a result, actions for which there was still a limitation period of more than five years on 18 June 2008 were given a new limitation period of five years from the date on which the Act came into force. In this case, the limitation period expired on 19 June 2013.

Moreover, in the specific case of a disputed transfer, the limitation period begins to run from the day on which the plaintiffs in the action became aware of the transfer deed. This reasoning has been applied on several occasions by the lower courts[58] .

Accordingly, under the former limitation regime, the Plaintiffs' action would have been time-barred from 25 May 2016 with respect to the assets in Telsim and from 18 August 2016 with respect to Oksijen. On 18 June 2008, there were therefore still more than five years to run.

Under French law, the Plaintiffs' action, both for Telsim and for Oksijen, has therefore been time-barred since the expiry of a new five-year period that began to run on 18 June 2008, i.e. 19 June 2013. Again, on 19 July 2021, the action was time-barred.

The Pre-Trial Judge will therefore have to declare the Plaintiffs' action inadmissible.

(c) In the alternative, on Vodafone Group's lack of standing to defend

39. If, by some extraordinary means, the Pre-Trial Judge were to reject the plea of inadmissibility set out above, he could only find that Vodafone has no standing to defend.

40. In law, under the terms of article 31 of the Code of Civil Procedure, legal action is open to all those who have a legitimate interest in the success or rejection of a claim, subject to cases in which the law grants the right to act only to persons whom it qualifies to raise or combat a claim, or to defend a specific interest.

Legal action is therefore subject to the demonstration of an interest in bringing an action, which is assessed at the time the claim is brought.

Article 32 of the same code states that any claim made by or against a person who does not have the right to act is inadmissible.

It follows from the combination of these two articles that the conditions for the existence of the action must be assessed not only in the person of the plaintiff, but also in that of the defendant.

It is on this basis that legal doctrine has developed the notion of "legitimate opponent":

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56 Civil Code, art. 2270-1.

57 Article 26 II of Act no. 2008-561 of 17 June 2008 reforming the statute of limitations in civil matters.

58 CA Besançon, 1ère ch., 17 January 2017, n°15/01896; CA Bastia, ch. civ. A, 30 November 2016, n°14/01014.

> *"A person cannot be taken to court to discuss a claim if he is not the "legitimate opponent". (...)*
>
> *In this sense, the admissibility of a claim is also assessed in the person of the defendant (Civ. 17 July 1918, DP 1923. 1. 76. - Com. 13 Nov. 1972, D. 1975. 397, note J.-. J. Burst. - Civ. 1re , 19 Jan. 1983, Bull. civ. I, no 27. - Civ. 1re , 29 Jan. 1974, Bull. civ. I, no 31. - Civ. 1re , 5 Dec. 1995, no 92-18.292, Bull. civ. I, no 442. - Adde : P. HÉBRAUD, RTD civ. 1959. 144). The latter will be entitled to object to his opponent's claims if the latter has confused him with another. In other words, the claim submitted to the court must be attributable not only to its author, but also to the person of the defendant"*[59] .

Another author points out that :

> *"In other words, it is a question of ensuring that the person who has taken the initiative to raise a claim has directed his action against the right target. This sense of the defendant's standing corresponds to that of "standing to be sued". Thus, when an insured undertakes to bring an action for payment of an indemnity against a defendant who turns out not to be the insurer but a mere broker, it is clear that the plaintiff has "misjudged the target". The defendant lacks standing and the claim must be dismissed without consideration of the merits"*[60] .

Thus, when the claim is directed against the wrong defendant, the latter is entitled to raise a plea of inadmissibility on the basis of Article 122 of the Code of Civil Procedure and the claim against him must be declared inadmissible without consideration of the merits.

In application of this principle, a claim against the parent company when only the subsidiary is the legitimate opponent of the claimant must be declared inadmissible, as the parent company has no standing to defend.

This is how the Versailles Court of Appeal ruled when it declared inadmissible an action for the return of furniture brought against the parent company instead of the subsidiary company, since the parent company was neither a party to the disputed furniture storage contract nor the custodian of the claimant's belongings, which were stored in the subsidiary company's furniture repository[61] .

41. In this case, Telsim's assets were sold to Vodafone Telekomünikasyon. The assets of Oksijen were sold to Vodafone IT.

These two companies belong to the Vodafone Group but have their own legal personality, separate from that of Vodafone Group.

Thus, even if it were established that the transfer of the assets of the Telsim and Oksijen companies had taken place in fraud of the Plaintiffs' rights and that the transferees of those assets had committed a fault in that respect (*quod non*), Vodafone Group would not in any event be the legitimate opponent in the present action.

Finally, it should be noted that, in an attempt to implicate Vodafone Group in the case, the Claimants produced a letter sent by Vodafone Group Services Limited to the Prime Minister's advisor

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59 Professor N. Cayrol, Répertoire de procédure civile Dalloz - Action en justice, §445-446, formatting added.

60 Professor Y-M. Serinet, *La qualité du défendeur*, RTD Civ. 2003, p. 203, formatting added.

61 CA Versailles, 2 June 2010, no. 09/04092.

Turkish Minister, dated 23 November 2004 (***Exhibit 27***). Even assuming, for the sake of argument, that a letter is sufficient to implicate a defendant, it must be said that the Claimants are once again confusing Vodafone Group with another company in the Vodafone Group, Vodafone Group Services Limited.

All of the Plaintiffs' claims against Vodafone Group will therefore be declared inadmissible, as Vodafone Group does not have standing to defend in this dispute.

42. Rather than responding to these arguments, the Claimants rely on the applicability of Turkish law to resolve this objection and deduce from a consultation with Professor Ebru Tüzmen Ati that (***Opposing Exhibit 74***):

> *"An action for non-existence makes it possible to seek compensation for loss from third parties acting in bad faith in cases where the persons authorised to represent the company have entered into transactions with third parties on the basis of decisions taken by the general meeting of a company that have been recognised as non-existent*".

They concluded that "*as direct or indirect shareholders or associates of the transferee companies, the defendants, who are the principal and ultimate beneficiaries, have [...] encouraged and received dividends from the exploitation of these assets [...] therefore have an interest and standing to defend in these proceedings*".

The flaws in this argument are manifold: (i) the contested decisions of the TMSF were not "(ii) Vodafone Group is not a "*person authorised to represent*" Vodafone Telekomünikasyon and Vodafone IT and has not entered into any transaction in connection with this dispute.

The Pre-Trial Judge will therefore reject the Plaintiffs' argument.

43. If the Pre-Trial Judge were to consider that Turkish law governed the present dismissal, it will be shown that the solution is the same as under French law and leads to the inadmissibility of the Plaintiffs' action.

Under Turkish law, as Professor Mehmet Erdem explains, "*the claim for compensation must be brought by the injured party directly against the person who directly caused the damage*" (***Sabanci Dogan Limak Estate Exhibit 14***).

Applied to company law, it is not possible to seek the personal liability of a shareholder of a company "*in place of [the liability of] the legal person*". Such an action would be automatically dismissed.

Moreover, the concept of ultimate beneficiary does not exist in Turkish law.

Consequently, if the Pre-Trial Judge were to consider that Turkish law governed the present plea of inadmissibility, he would have to declare the Plaintiffs' action against Vodafone Group inadmissible, as it lacked standing to defend.

(d) In the infinitely alternative, on the Plaintiffs' lack of legal interest in bringing proceedings

If the Pre-Trial Judge were to set aside the two grounds for inadmissibility set out above, he would nevertheless find that the Plaintiffs lacked standing to bring the action, in several respects.

(i) **The Plaintiffs' lack of a direct interest in obtaining compensation for a loss suffered solely as a result of a secondary loss**

The Plaintiffs must be declared inadmissible to bring an action for compensation for the entirety of the loss that they allege, for lack of a direct interest in bringing the action. In fact, this damage, even if it were proven, would only have been suffered by ricochet.

44. In law, as already mentioned, the action is open to all those who have a legitimate interest in the success or rejection of a claim, in accordance with Article 31 of the Code of Civil Procedure.

It is settled case law that the interest in bringing an action must be direct and personal[67] , legitimate, born and present[68] , failing which the action will be inadmissible.

Consequently, it is accepted that a shareholder is only entitled to bring a liability action against the company's directors or against third parties if he is seeking compensation for a personal loss distinct from that suffered by the company and which is not a corollary of it. A shareholder's action seeking only compensation for damage suffered as a result of the loss of value of his shares or the loss of dividends will therefore be declared inadmissible.

Authoritative doctrine states that :

> *"Thus, for example, a shareholder may suffer damage when the failure of management leads to a fall in the market value of his shares. However, it will be virtually impossible for him to establish the personal nature of the damage he has suffered, as the Cour de cassation considers that a shareholder who complains of having sold his shares at a loss because of a fall in value resulting from poor management by the company is not claiming a loss that is specific to him but a loss suffered by the company itself, of which his own is only the corollary*"[69] .

The Court of Cassation has consistently ruled that shareholders are not entitled to claim compensation for the loss in value of their shares, since this is merely the corollary of the loss suffered by the company[70] .

In a similar context to the present case, the Aix-en-Provence Court of Appeal issued a reminder in a ruling dated 5 April 2012. A shareholder brought an action for damages against the director of a company who had sold the company's only assets. The company was subsequently wound up by the court. The plaintiff alleged that he had lost
The Court of Appeal nevertheless declared the action inadmissible, on the grounds that: "*his investment, i.e. the capital he had subscribed and the potential dividends to be received*". The Court of Appeal nevertheless declared the action inadmissible, on the grounds that :

> *"Mr X's claim for compensation for the loss of value of his shares, and a fortiori for the loss of future dividends, is therefore unfounded, as the reduction in the company's assets cannot constitute a specific loss distinct from the loss suffered by the company*"[71] .

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67 Cass. Civ. 3ème , 4 March 2021, n°20-11.726, Published in the bulletin.

68 Cass. Civ. 3ème , 8 February 2006, no. 04-17.512, published in the Bulletin.

69 Répertoire des sociétés, "Civil liability of company directors", § 87, formatting added.

70 Cass. com. 26 January 1970, Published in the bulletin.

71 CA Aix-en-Provence, 5 April 2012, no. 10-18704.

To rule otherwise would be to violate the rule that "no one pleads by counsel"[72] . It would also mean ignoring the screen provided by the legal personality, which acts as a screen between the owners of the capital and third parties[73] .

45. In the present case, the Plaintiffs allege that they suffered loss as a result of the sale of the assets and activities of the Companies in which they claim, without proving it, to be shareholders.

More specifically, the Plaintiffs, in their alleged capacity as shareholders, brought an action for damages seeking compensation for an alleged loss which they defined as follows:

> *"This loss represents the market value to date of the activities and assets transferred by the companies under TMSF's management, including the dividends already generated by these activities and assets over the last 19 years, as well as the present and future dividends generated by these activities and assets currently held by third parties*"[74] .

Transposed to the specific case of Vodafone Group, whose subsidiaries have acquired virtually all of the assets of Telsim and Oksijen, the Plaintiffs seek payment of damages to compensate for :

- the market value of the assets initially held by Telsim and Oksijen ;
- the loss of income suffered as a result of the non-payment of dividends since the sale of the Telsim and Oksijen assets, as well as present and future dividends that could have been paid to them.

However, even supposing that the transfers had been fraudulent as the Claimants maintain, since the Claimants were not the owners of the assets transferred, they could not receive compensation corresponding to the value of those assets and the profits that they could have generated. These two losses - if they were established - would have been suffered by Telsim and Oksijen themselves, since it was these companies that were wrongfully deprived of their assets.

The prejudice alleged by the Plaintiffs, even if it were established, would therefore only be the corollary of the prejudice suffered by the Companies, so that it would only be suffered by ricochet.

The Plaintiffs themselves acknowledge this, stating that they are "*the ultimate economic beneficiaries of the companies that were the victims of the fraudulent conduct*".

The action brought by the Plaintiffs against Vodafone Group will be declared inadmissible, as the Plaintiffs do not have a direct interest in bringing an action for damages.

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72 Cass. com. 18 May 1999, no. 96-19.235; Cass. com. 17 December 1991, no. 89-21.607.

73 Professor Y. Chartier, "*L'impossibilité pour une société mère de se substituer à sa filiale pour demander la réparation d'un préjudice personnel prenant sa source dans le préjudice subi par celle- ci*", Revue des sociétés 1992, p. 323.

74 Summons from Murat Hakan Uzan and Cem Cengiz Uzan, § 124, page 28.

46. In an attempt to avoid this argument, the Plaintiffs claim that Turkish law, and not French law, governs the analysis of direct interest and standing.

In their view, Turkish law confers a presumption of standing on "*shareholders, creditors, members of the board of directors*" in the context of an action for non-existence against a decision taken by a general meeting of a company[75] .

The Uzan brothers deduce that "*as shareholders of the Companies*", they would be "*presumed to have an interest and standing to sue*"[76] .

The Pre-Trial Judge will reject this argument:

- The Plaintiffs are not suing for non-existence in the present dispute. This ground was not invoked in their writ of summons and, in their submissions in response to the incident, they deliberately maintain a lack of clarity on the subject.

- the Plaintiffs have not provided any evidence that they are shareholders of Telsim and Oksijen.

47. On the contrary, Turkish law - if the Pre-Trial Judge decided to apply it - would, like French law, lead to the Plaintiffs' action being declared inadmissible.

As Professor Mehmet Erdem explains, "*the claim for compensation must be brought by the injured party directly against the person who directly caused the damage*" (***Exhibit Consorts Sabanci Dogan Limak no. 14***).

As the concept of ultimate economic beneficiary does not exist in Turkish law, it cannot justify an interest in bringing proceedings as the Claimants maintain - without, moreover, demonstrating such status.

Thus, should this Court decide to analyse the existence of a direct interest of the Plaintiffs to act under Turkish law, it will again have to declare the action against Vodafone Group inadmissible.

(ii) ***In the alternative*, on the Plaintiffs' lack of direct interest in obtaining compensation for the alleged harm suffered by the other members of the Uzan family**

48. Assuming that the foregoing arguments have not led the Pre-Trial Judge to declare the claims made by the Uzan brothers inadmissible, the claims must be held to be inadmissible in so far as they seek compensation for loss allegedly suffered by their father, Kemal Uzan and their sister, Ayşegül Uzan.

The Plaintiffs rely on two "deeds confirming the assignment of rights agreements" under which Kemal Uzan and Ayşegül Uzan allegedly assigned :

> "*all rights arising from [their] direct and indirect ownership in the companies (Companies listed in the Schedule - a list of which is attached to this Confirmation of Declaration), which include, but are not limited to, rights to dividends, the right to sue for wrongful acts (...)*" (**Adverse Exhibit 3**).

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[75] §505 page 101.

[76] §508 page 102.

These confirmatory deeds - dated 30 May 2021 - are elliptical to say the least. None of the essential elements of the alleged transfers that these deeds would confirm are specified, such as the date and the price. They appear to have been drafted exclusively for the purposes of the present proceedings.

In any event, these confirmatory acts cannot give the Plaintiffs standing to sue, for two reasons.

49. Firstly, the Claimants do not adduce any evidence in the proceedings to establish that Kemal and Ayşegül Uzan would have held shares in Telsim and Oksijen. **Without such evidence, it is inconceivable that the confirmatory deeds could have any effect**.

This fact alone should be sufficient to declare inadmissible the Plaintiffs' claims relating to the harm allegedly suffered by their father and sister.

50. Secondly, if the Pre-Trial Judge were to assume that these shareholders were shareholders, these confirmatory documents could not produce any legal effect. In order to examine this objection, it is necessary to analyse the exact nature of these documents and their legal value.

The confirmatory deeds state that Kemal Uzan and Ayşegül Uzan retained "*direct and indirect ownership*" of their shares in the Companies. They would only have assigned the right to act in respect of those shares in order to obtain compensation for the loss claimed by the Claimants, viz.
(*1)* the loss of market value of the securities, and (*2*) the loss of dividends.

However, French law does not recognise the validity of such an assignment of the right to act.

The authors are opposed to the principle of the autonomous transmission of legal proceedings: an action cannot be transmitted independently of the legal prerogative whose sanction it ensures[77] .

In other words, it is not possible under French law for the owner of a share in a company to assign the right to act in relation to that share (for example, to obtain compensation for the loss of value of the share or the loss of dividends) without assigning the share itself.

This opposition to the assignment of the right to act alone is all the clearer in the case of the right to act in respect of dividends: as the right to dividends has no legal existence of its own and arises only from the decision of the general meeting distributing the profit[78] , it is not possible to assign it in advance and independently of the corresponding shares.

In this case, assigning the right to act in relation to their securities, as Kemal and Ayşegül Uzan would have done, while retaining ownership of them (which remains to be proven) is therefore not valid under French law.

Consequently, this assignment has no legal value, so that the Claimants have no interest in bringing an action for compensation for the loss allegedly suffered by Kemal Uzan and Ayşegül Uzan.

The Pre-Trial Judge can only declare the Plaintiffs' action inadmissible in this respect, especially as the Uzan brothers do not deign to provide any response to this argument, either in French law or in Turkish law.

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[77] Professors L. Cadiet and E. Jeuland, Droit judiciaire privé, LexisNexis, 11th ed. Jeuland, Droit judiciaire privé, LexisNexis, 11th ed, 2020, §396.

[78] Dictionnaire permanent de droit des affaires, Dalloz, 2022, §28 et seq.

(e) Inadmissibility of claims denominated in US dollars

In its submissions, which were regularised on 14 December 2022, the claimant argued that claims formulated in US dollars were not admissible before a French court.

The Plaintiffs having rectified this dismissal, Vodafone Group withdrew it from its claims.

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51. Finally, it would be particularly unfair to leave VODAFONE GROUP PUBLIC LTD. CO. to pay the costs incurred in its defence in these proceedings, when the claims brought by Murat Hakan and Cem Cengiz Uzan before an incompetent court are all inadmissible in several respects.

In these circumstances, VODAFONE GROUP PUBLIC LTD. CO. asks the Pre-Trial Judge to order Murat Hakan and Cem Cengiz Uzan jointly and severally to pay it EUR 200,000 under Article 700 of the French Code of Civil Procedure, as well as all the costs of the proceedings.

FOR THESE REASONS

Having regard to Article 6 of Regulation 1215/2012 of the European Parliament and of the Council of 12 December 2012,

Having regard to articles 42 et seq., 31, 32, 74 et seq. and 122 of the Code of Civil

Procedure, Having regard to articles 14, 102, 1343-3 and 2221 et seq. of the Civil Code,

Having regard to Article L. 111-1 of the Monetary

and Financial Code, Having regard to Article 60 of

the Turkish Code of Obligations,

The Pre-Trial Judge is asked to :

By way of introduction :

- **JUDGE that** the Paris Court has no jurisdiction to hear the action brought by Cem Cengiz Uzan and Murat Hakan Uzan, the competent courts being those of Turkey;

Principal activity :

- **JUDGE** that the action brought by Cem Cengiz Uzan and Murat Hakan Uzan against VODAFONE GROUP PUBLIC LTD. CO. is time-barred;

  As a result,

  - **JUDGE** inadmissible all the claims made by Cem Cengiz Uzan and Murat Hakan Uzan against VODAFONE GROUP PUBLIC LTD. CO;

In the alternative :

- **JUDGE** that VODAFONE GROUP PUBLIC LTD. CO. has no standing to defend the action brought by Cem Cengiz Uzan and Murat Hakan Uzan;

  As a result,

  - **JUDGE** inadmissible all the claims made by Cem Cengiz Uzan and Murat Hakan Uzan against VODAFONE GROUP PUBLIC LTD. CO;

In the infinitely remote alternative:

- **JUDGE** that Cem Cengiz Uzan and Murat Hakan Uzan have no interest in bringing an action against VODAFONE GROUP PUBLIC LTD. CO. in the context of the present action;

  As a result,

  - **JUDGE** inadmissible all the claims made by Cem Cengiz Uzan and Murat Hakan Uzan against VODAFONE GROUP PUBLIC LTD. CO;

In the alternative :

- **JUDGE** that Cem Cengiz Uzan and Murat Hakan Uzan have no interest in bringing an action against VODAFONE GROUP PUBLIC LTD. CO. for compensation for the alleged loss suffered by Kemal and Ayşegül Uzan ;

  As a result,

  - JUDGE inadmissible the claims made by Cem Cengiz Uzan and Murat Hakan Uzan against VODAFONE GROUP PUBLIC LTD. CO. as compensation for the alleged loss suffered by Kemal and Ayşegül Uzan ;

In any event :

- **DISMISS** Murat Hakan and Cem Cengiz Uzan's application for referral back to the bench;
- **TAKE NOTICE** that VODAFONE GROUP PUBLIC LTD. CO. reserves the right to bring an action on the merits;
- **ORDER** Cem Cengiz Uzan and Murat Hakan Uzan jointly and severally to pay VODAFONE GROUP PUBLIC LTD. CO. the sum of 200,000 euros under Article 700 of the French Code of Civil Procedure;
- **ORDER** Cem Cengiz Uzan and Murat Hakan Uzan jointly and severally to pay all the costs of the proceedings.

WITHOUT PREJUDICE

LIST OF DOCUMENTS PROVIDED

Exhibit 1: Extract from the register of companies of Vodafone Group Public Limited

Exhibit 2: Extract from the registration register of Vodafone Telekomunikasyon

Exhibit 3: Extract from the registration register of Vodafone Teknoloji (formerly known as Vodafone IT)

Exhibit 4: Agreement to sell Telsim's assets

Exhibit 5: Announcement of the sale of the Oksijen commercial and economic complex

Exhibit 6: TMSF Council Decision 394 of 17 August 2006 for the sale of the Oksijen commercial and economic complex

Exhibit 7: Agreement to sell Oksijen's assets

Exhibit 8: Statement of collocation relating to the commercial and economic package of Oksijen's assets published in the Journal Officiel on 27 April 2007

Exhibit 9: Extract from the Turkish register of companies concerning the liquidation of Oksijen **Exhibit 10:** Judgment of the Ankara Executive Civil Court dated 28 December 2006 **Exhibit 11:** Judgment dismissing the proceedings dated 3 April 2007

Exhibit 12: Judgment of the Supreme Court of New York dated 9 September 2009

Exhibit 13: Judgment of the Supreme Court of New York dated 5 October 2007