Hükmün tokenlere karşı icrası

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Bir para alacağına ilişkin hüküm, 2021 tarihli Mahkeme Usul Kuralları'nın (Rules of Court 2021) O 22 hükmü uyarınca bir icra kararıyla yerine getirilir. Bu karar malvarlığına el konulup satılmasına, alacakların haczine veya taşınır malların teslimine yönelik olabilir. 2021 tarihli Kurallar, bir icra kararının ulaşabileceği malvarlığı arasında kripto parayı açıkça sayar. *ByBit* kararı bunu, kripto paranın mülkiyete konu niteliğinin yasama organınca tanınması olarak değerlendirmiştir.[1] Uygulamada icra memuru (Sheriff) bir özel anahtara el koyamaz. Bu nedenle icra, borçlunun borsa hesabındaki bakiyenin borsanın borcu olarak haczedilmesi yoluyla ya da borçluya, mahkemeye saygısızlık yaptırımı tehdidi altında tokenleri veya anahtarları teslim etmesini emreden bir kararla yürütülür. Hüküm, constructive trust kapsamında tutulan belirli tokenlerin teslimine ilişkinse, karar bu tokenleri elinde tutan borsaya yöneltilir.

Notlar

1. ByBit Fintech Ltd v Ho Kai Xin [2023] SGHC 199, [30]. paragraf; 2021 tarihli Rules of Court O 22 r 1(1) hükmüne atıfla. ↩

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