



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

INTERIM APPLICATION NO. 6542 OF 2025
IN
COMMERCIAL IP SUIT NO. 618 OF 2025

Rao and Sapru Films Pvt. Ltd.	...Applicant
<u>In the matter between :</u>	
Rao and Sapru Films Pvt. Ltd.	...Plaintiff
<u>Versus</u>	
Alok Kumar	...Defendant

Mr. Priyank Kapadia, Mr. Nitin Wadkar, Mr. Suresh Poojary i/b Legal House for Plaintiff.

Mr. Faridul Haq Khan i/b Mr. Saeed S. Shaikh for Defendant.

Coram : Sharmila U. Deshmukh, J.

Reserved on : 25th November, 2025.

Pronounced on : 5th December, 2025.

ORDER :

1. The suit has been filed *inter alia* for a declaration of the Plaintiff's exclusive ownership of copyright and all associated intellectual property rights in the suit songs. The Interim Application seeks restraining orders against the Defendant from violating the Plaintiff's copyright ownership by showing, releasing, launching, airing, publishing, communicating, etc. to the public, monetizing or exploiting

or dealing with the contents of the suit songs. and to forthwith take down and remove the suit songs or any other musical works, composition, sound recordings, remix, etc. from all media and digital or physical mediums. The Application further seeks direction to the Defendant to deliver all master recordings, stems, raw files, lyrics relating to the suits songs in the possession, custody and control of the Defendant.

PLEADINGS:

2. The Plaintiff came with the case that by virtue of the Music Director Agreement, Lyric Writer Agreement, Singer Agreement and Talent Management Agreement all dated 16th December, 2023, the services of the Defendant were commissioned by the Plaintiff as producer for writing the lyrics of the songs, composing the music and rendering services as singer of the suit songs. By the Talent Management Agreement dated 16th December, 2023, the Defendant agreed to assign marketing rights for period of seven years. The Plaintiff's claim of exclusive copyright ownership in suit songs is based on these Agreements. It is stated that the consideration as agreed and mentioned in the Agreements has been duly paid. The Plaintiff has incurred substantial pre-production and post-production costs by engaging services of music arrangers and service providers for fine tuning the works before release.

3. The dispute commenced between the parties upon an email dated 18th July, 2025 being addressed by the Defendant to the Plaintiffs seeking to reclaim 100% ownership rights in the suit songs due to delay in release of the suit songs. There was exchange of correspondence between the parties and a proposal for final resolution was given by the Defendant on 31st July, 2025 that (a) the suit songs be released on 7th August, 2025 (b) full credit be given to the Defendant and (c) payment of Rs 50,000/- to be made within seven days. In response, the Plaintiff forwarded Rs 10,000/- which was not accepted by the Defendant.

4. On 8th August, 2025, the Defendant released the suit songs on various online and streaming platforms with disclaimer that the suit songs are Defendant's original works solely created and owned by the Defendant. It is stated that the Defendant has performed these assigned works at live shows, concerts, and events and commercially exploited them without obtaining prior written consent and hence, the suit came to be filed.

5. In Affidavit-in-reply, the contention is that the consideration agreed between the parties was Rs 50,000/- for 10 songs and 50% share in royalty in addition to Rs 20,000/- as personal expenses and Rs. 8,000/- as travelling expenses till period of signing. There was also an assurance that the Defendant would be the official singer, lyricist,

model for all ten songs. It is contended that the Plaintiff's directors called the Defendant to their office and dishonestly, deceitfully, fraudulently took his signature on the agreements without allowing the Defendant to read the contracts and without handing over copies of the contract. It is stated that on many pages of the alleged Agreements, the Plaintiff's director has forged the signature of Defendant. The Defendant was facing financial hardships due to delayed release of the suit songs compelling the Defendant to release his compositions on social platforms as the Defendant has already rescinded the fraudulent agreements. It is contended that at the time of signing the Agreement, the Defendant was informed by Plaintiff's directors that they are taking signature of Defendant on Agreement for six songs and four songs as lyricist, composer and singer and not for music director and that Defendant is having no experience or capability as music director.

SUBMISSIONS:

6. Learned counsel appearing for Plaintiff has taken this Court in detail through the terms and conditions of the three Agreements and would submit that the works were commissioned for hire and the Plaintiff as producer is the first and exclusive owner of the copyright in all the deliverables. He would point out the specific clauses in the agreements to contend that the assignments remains valid for all

rights and does not lapse back to the Defendant during the term for any reason whatsoever including failure to exercise any particular right notwithstanding the provisions of Section 19(4) of Copyright Act, 1957. Drawing attention of this Court to Section 19(4) of Copyright Act, 1957, he submits that even where the Assignee does not exercise the rights assigned to him within one year, if the contract specifies otherwise, the assignment does not lapse. He submits that consideration as agreed was duly paid as indicated by the invoices at Page 149 onwards of the plaint and the Plaintiff has incurred substantial pre-production and post-production costs. He submits that given the high costs on production, the producer undertakes a significant risk in launching new talent and therefore, the Defendant who was relatively a newcomer was launched by investing substantial amount. He submits that till date, the Plaintiffs had paid sum of Rs. 21,101/- to the Defendant. He submits that the Plaintiffs commenced post-production work for release of the suit songs by engaging music arrangers. He submits that the Defendant failed to co-operate with the Plaintiffs by refusing to carry out the dubbing of the suit songs. He further points out the e-mail of 18th July, 2025, to contend that the fact that the Defendant seeks to reclaim full rights indicates that the Defendant was aware of the rights being assigned to the Plaintiff. He submits that there was no right left in the Defendant to release his songs and the Defendant has

unauthorizedly used the songs and music and released them without any post-production work.

7. He submits that the case put up by the Defendant is at variance with the terms of the written contract. He submits that the correspondence between the parties does not indicate that the Defendant's signature were taken without allowing him to read the contracts. He submits that no particulars of fraud are pleaded and no steps taken for cancellation of agreement on ground of fraud and misrepresentation. In support he relies upon the following decisions:

***Grasim Industries Limited vs. Agarwal Steel*¹**

***Md. Noorul Hoda vs. Bibi Raifunnisa*²**

***Bhupinder Jit Singh vs. Sonu Kumar*³**

***Kasireddy Ramayamma vs. Kasireddy Rama Rao*⁴**

8. Learned counsel appearing for Defendant submits that there is misrepresentation and fraud as the Defendant was music composer and not music director. He would point out clause 2.3.3 of the Music Directors' Agreement, which refers to timelines set forth in Clause 8 whereas Clause 8 does not set out any timelines. He submits that as per the oral assurances, Rs. 5,000 was to be paid per song in addition to Rs. 20,000 per month and Rs 8,000 as travelling expenses which has not

1 (2010) 1 SCC 83.

2 (1996) 7 SCC 767.

3 2017 SCC OnLine Del 11061.

4 1999 SCC OnLine AP 250.

been complied with. He submits that the whats app messages between the parties, annexed to the Affidavit in reply demonstrates that such payment was agreed upon and will also show that the Agreements were signed in haste and no time was given to read the Agreements before signing. He would submit that there is no cogent material to show post-production work in respect of the suit songs.

9. He points out the e-mail dated 18th July, 2025 addressed by Defendant to Plaintiff stating that the suit songs remain unreleased and that he has not received any signed documents. He submits that it was specified in the said e-mail that there is no valid ongoing Agreement regarding the suit songs and that the Defendant's retained 100% ownership rights. He would submit that the Agreements constitutes an exploitation of artist by not paying the agreed consideration and by not releasing the songs which was released by Defendant on the social media platform by exercising his right as a lyricist, singer and music composer. He would further point out to Page 122 of the Plaint, which is Annexure-A of the Music Director's Agreement and would submit that the Defendant's signature on the Annexure-A, which was purported communication to the Indian Performing Rights Society is forged. He submits that the invoices are not signed by the Defendant. He submits that there is no contractual fairness and therefore, the Agreements are not binding. In support he

relied upon the decision of ***Sajjan Kumar Duhan vs. Shehnaz Kaur @ Shehnaaz Gill***⁵

REASONS & ANALYSIS:

10. The issue arising for consideration is whether the Plaintiff has *prima facie* demonstrated that the copyright in the suit songs vests in the Plaintiff in which case the uploading of the suit songs on the various streaming platforms by the Defendant would constitute infringement of the copyright ownership. It will also be necessary to consider whether the delayed release would entitle the Defendant to rescind the agreement unilaterally without taking recourse to the established procedure of law.

11. It would apposite to have a look at the relevant statutory scheme of Copyright Act, 1957. As per Section 2(d) of the Copyright Act, 1957 the 'author' in relation of musical work is the composer. Section 2(ffa) defines composer to mean the person who composes the music regardless of whether he records it in any form of graphical notation. Section 14 of Copyright Act, 1957 sets out the meaning of the copyright as the exclusive right subject to the provisions of the Copyright Act to do or authorize the doing of the acts which are set out in clauses (a) to (e) therein and in case of musical work includes the reproduction of work in any material form including the storing of it in

⁵ C. R. No. 1855 of 2024, decided on 1st July, 2024.

any medium by electronic means, the performance of the work in the public or communication to the public. As per Section 17 of the Copyright Act, 1957, the author of the work is the first owner of the copyright therein, however the proviso carves out an exception in case of the works made in course of the author's employment under contract of service, in which case it is the employer, in absence of any contract to the contrary, who is the first owner of the copyright.

12. Section 18 permits the assignment of the copyright by the owner of the copyright to any person wholly or partially, either generally or subject to limitations and either for the whole term of copyright or part thereof. Section 19(4) states that when the assignee does not exercise the rights assigned to him under any of the other sub-sections of that section within period of one year from the date of assignment, the assignment in respect of such rights shall be deemed to have lapsed after the expiry of said period unless otherwise provided in the Agreement and sub-section (5) provides that if the period of assignment is not specified, it shall be deemed to be five years from the date of assignment.

13. Section 19A governs the dispute with respect to assignment of copyright and provides that if the assignee fails to sufficiently exercise the rights assigned to assignee, which failure is not attributable to any act or omission of the assignor, then the

commercial Court on receipt of complaint from the assignor and upon holding an inquiry as it deem necessary may revoke such assignment. The first proviso to sub section (2) of Section 19 A provides that no order of revocation of assignment shall be passed unless the Court is satisfied that the terms of the assignment are harsh to the assignor in case the assignor is also the author and second proviso provides that no order of revocation of assignment shall be made within period of five years from the date of assignment.

14. In the present case, the Plaintiffs have come with a case of being the owner of the copyright in the suit songs firstly, by virtue of the work being created by Defendant under the contract of service with the Plaintiff and secondly, by reason of assignment of copyright contained in three agreements, i.e. Music Director Agreement, Lyric Writer Agreement and the Singer Agreement dated 16th December, 2023. At this stage, for the purpose of considering the interim relief sought by the Plaintiff the Talent Management Agreement is immaterial.

15. The rights of the parties flow from the contractual arrangements. The second recital of the Music Director's Agreement states that the Plaintiff as producer desires to engage the Defendant as music director to provide services which the Defendant has agreed on the terms and conditions stated in the Agreement. Clause 2.1 reads

as under:-

"2.1. The Producer hereby engages the Music Director to compose the Works, based on the instructions and descriptions provided by the Producer, for the purpose of recording a Sound Recording(s) embodying the same. The Producer may also, at its option, produce one or more Audio-Visual Recordings synchronized with the said Sound Recording embodying the Works; The Music Director agrees that he shall comply with the Producer's instructions in connection with the Services hereunder. The Works shall be composed and Master Sound Recording and all Deliverables shall be composed and made in accordance with such ideas and directions as Producer may make provide to the Music Director from time to time and Music Director will follow those directions of the Producer to complete the Works."

16. To the same effect are Clauses 3.1 and 3.4 of the Lyric Writer Agreement which reads as under:-

"3.1 The Author agrees and acknowledges that Works authored and delivered by the Author and all other works resulting from services rendered by the Author shall at all times constitute and shall be deemed to constitute works-made-for-hire/commissioned works developed at the instance of the Producer in accordance with the Copyright Act, 1957 under a 'contract for service' and the Producer shall be the first and exclusive owner of all rights including but not limited to intellectual property rights and copyright in all the Works for all purposes, for the entire Territory and in perpetuity. The Producer as the first and exclusive owner, shall have the sole and exclusive right to exercise all rights in the Works under Section 14 of the Copyright Act, 1957, as amended, or any other equivalent provision thereof;

3.4. Accordingly, Producer being owner of the entire copyright in the Works shall have all rights including but not limited to the sole and exclusive rights to do or authorise the doing of any of the following acts in respect of the said Works or a substantial part thereof, namely."

17. Clause 2.2, 2.2.1, 2.2.6 and 4.1 of the Singer Agreement refers to the engagement and scope of services and reads as under :-

"2.2. The Producer hereby engages the Singer on an exclusive basis for 7 years as per the artist management agreement with him for rendering, inter alia, the following services ("Services"):

2.2.1. The Singer shall sing song/s and undertakes to perform such Services as desired by the Producer effectively and promptly in a diligent, conscientious and efficient manner to the best of his talent and ability to the satisfaction of the Producer. The Services shall include such other services as may be reasonably required by the Producer in relation to the said songs from a singer. It is clarified that the term "Services" shall include the Singer's obligation to make himself available for singing the songs, promotion and publicity of the songs and Music Videos shoot on him or any other artists.

2.2.6. It is completely understood and agreed by the Singer that the Singer will not ever sing the same Songs/Bhajan which he as recorded with the Producer for any other producer. The Singer will not repeat the same project with any other producer. The Producer is the sole owner and has the right of all the Songs/Bhajans which are recorded in the Singer's voice.

4. OWNERSHIP OF RIGHTS

4.1. The Services rendered under this Agreement shall at all times constitute and shall be deemed to constitute works-made-for-hire / commissioned works developed at the instance of the Producer in accordance with the Copyright Act, 1957 and the Producer shall be the first and exclusive owner of all rights including but not limited to Intellectual Property Rights and copyright in the Services for all purposes, for the entire Territory and in perpetuity. The Producer, as first and exclusive owner, shall have the sole and exclusive right to exercise all rights comprised in copyright in the all the Songs and Music Video in accordance with Section 14 (1) (d) of the Copyright Act, 1957 or any other equivalent provision thereof. The Singer further acknowledges that the Producer shall be the sole and exclusive owner of Intellectual Property Rights, derivate rights etc. of the Songs & the Music Videos."

18. The clauses reproduced hereinabove *prima facie* establishes that the suit songs were written, composed and sung by the Defendant under contract of service with the Plaintiff who was the producer of

the suit songs. Having rendered the deliverables under the contract of service, the provisions of Section 17(c) would *prima facie* vest the ownership of the copyright in the suit songs in the Plaintiff. Learned counsel for Defendant has not been able to point out any term in the contract to the contrary.

19. Accepting *arguendo* that the Defendant is the author of the works, the agreements are composite agreements of contract of service and assignment of copyright. Due care has been taken in the agreement to protect the Plaintiff's ownership of the copyright by incorporating the terms as regards the works being commissioned for hire as well as the assignment of copyright. Section 19 of Copyright Act, 1957 provides for the assignment of copyright to identify the work, the rights assigned and duration and territorial extent of such assignment. The assignment thus could be subject to limitations. Learned Counsel for the Defendant has not been able to demonstrate any limitations on the assignment or that the works were not commissioned for hire. The correspondence between the parties prior to the filing of suit *prima facie* evidences the services being rendered by Defendant under contract of service. The assignment of copyright is *prima facie* evident from the various clauses reproduced hereinbelow. Clause 3.3 of the Music Director's agreement reads as under:-

"3.3. Notwithstanding the above, the Music Director hereby

further irrevocably and exclusively assigns the entire copyright in the Deliverables and Works exclusively in favour of Producer for the entire Term extending to the entire Territory for exploitation through all modes and mediums whether now known or hereinafter developed or invented including the entire copyright in any residual rights remaining in the Deliverables created at the instance of and under commission from the Producer by the Music Director. In jurisdictions where copyright assignment is not recognised by the applicable national law, Producer shall be deemed to be the exclusive licensee of all rights assigned herein. Pursuant to the assignment the Producer shall have all rights to do or authorize doing of all acts, by virtue of being the owner of copyright in the assigned Works, as may be permitted under the Indian Copyright Act, 1957 (amended from time to time)."

20. Clause 3.2 of Lyric Writer Agreement reads as under:-

"3.2. Notwithstanding the aforesaid, the Author in consideration of the covenants and promises herein and further in consideration of the payments set forth herein, which Author acknowledges to be good and valuable consideration, the receipt and sufficiency of which is duly acknowledged by the Author, agrees to transfer and assign all rights, titles and interests including all copyright in and to each of the Works so created pursuant to this Agreement exclusively in favour of Producer without any exclusion or limitation on the scope of the said assignment, for the entire Term extending to the entire Territory, in all languages."

21. Clause 4.2 of Singer Agreement, read as under :-

"4.2 Without prejudice to aforesaid, the Singer hereby unconditionally and irrevocably assigns all rights including but not limited to Intellectual Property Rights and copyright resulting from the Services that will be rendered by the Singer in favour of the Producer, for the entire Territory and in perpetuity and Singer agrees and acknowledges and makes all necessary declarations confirming the aforesaid. Such assignment shall operate for all the modes, media and formats of exploitation in respect of the Services including the modes, media and formats herein and the Singer hereby expressly acknowledges the sufficiency of the Consideration towards the assignment of the rights for exploitation of the Services on all the modes, media and formats of exploitation. It is agreed by the Parties that the provisions of Section 19(4) and 19A of the Copyright Act, 1957 shall have no application or effect on the terms of this Agreement. The Singer hereby acknowledges and undertakes that the assignment of copyright in the Services as granted herein is not and will not

be contrary to the terms and conditions of the rights already assigned to a copyright society in which the Singer is a member. This assignment is not contrary to section 19 (8) of the Copyright Amendment Act, 2012.”

22. There cannot be any debate upon reading of the contractual assignments that the copyright in suit songs has been assigned wholly without any limitation for the term of copyright. The contractual agreements read against the background of the statutory provisions *prima facie* makes it evident that the Plaintiff is the owner of the copyright in the suit songs.

23. The next issue to be considered is whether by reason of delayed release, the assignment lapsed entitling the Defendant to release the suit songs. The time limit for exercising the assigned rights is provided in Section 19(4) that where the assignee does not exercise the rights assigned to him within period of one year from the date of assignment, the assignment shall be deemed to have been lapsed unless otherwise specifically stated in the contract. In that context, Clause 2.4 and 2.7 of the Music Director Agreement sets out the contract to the contrary and reads as under:-

“2.4. The Producer shall not be obliged to develop or produce the Song or to use any part of the Deliverables or the Music Directors' Services in the Film and the failure of the Producer to do so or to exploit the Song or any allied and ancillary rights in the Song or abandonment of the Song shall not give rise to any claim by the Music Director including a claim for alleged loss of professional standing or opportunity to enhance the Music Directors' professional standing or reputation.

2.7. If the Producer is not satisfied with any Song or other

deliverable of the Music Director, or Producer concludes that the same is not exploitable with the Song or not otherwise compatible, then without prejudice to the assignment herein to Producer and Producer's copyright in all Deliverables provided by Music Director, the Producer will hire one or more music directors, music producers, music arrangers, special recordist/recording studio & staff / folly artistes / stringers / chorus/singers/ principal singer/s/, Mixing & Mastering professionals and shall be under no obligation to use the work done by the music composers or his technicians or staffs in the Song or otherwise, and shall remain at liberty to produce/record the song or part of the song as listed in Annexure A with any other Music Director(s) of its choice."

24. Further Clause 3.5 of Music Director's Agreement specifically provides for the validity of assignment and that no rights shall lapse during the term for any reason whatsoever notwithstanding the provisions under Section 19(4) of the Copyright Act, 1957. Clause 3.5 of the Lyric Writer Agreement is to the same effect. Similarly, clause 4.6 of the Singer Agreement sets out rights assigned to the Producer shall not lapse under Section 39A read with Section 19(4) of the Copyright Act, 1957. The parties have *prima facie* contracted out of Section 19(4) of Copyright Act, 1957 and therefore, the statutory provisions will have to yield to the contractual arrangement and therefore, there is no lapsing for non-exercise of assigned rights within one year of date of agreements. The clauses of the Agreements goes far as to state that if the songs are not found to be exploitable, there is no obligation on the Plaintiff to use the works.

25. To wriggle out of the written contracts, the Agreements are assailed as unfair and fraudulent as the Defendant's signatures are

claimed to have been obtained in haste without permitting the Defendant to read the agreements and the contract being contrary to the agreed terms and conditions. To support the contention of varied terms and conditions, reliance is placed on the whatsapp chats exchanged between the parties. The Defendant is a graduate of political science from Delhi University and is well-educated, well-informed person. It is *prima facie* incomprehensible that the Defendant was not aware of the terms and conditions of the contract and blindly signed the same. It is not the case of the Defendant that he had not agreed to assign the copyright or that the suit songs were not works rendered under the contract of service. The execution of the Agreements by the Defendant is *prima facie* evident from the signatures which are affixed on every page of the Agreement. In event, the Agreements were fraudulent or were not made available to the Defendant, it was open for the Defendant to immediately take appropriate steps for rescission of the agreements, which has not been done from the date of execution of agreement in 2023 till date.

26. Another ground of assailing the Agreements is that there was misrepresentation which is premised on the ground that the Defendant has no capability as music director and still music director's agreement has been executed. *Prima facie* perusal of the defined services in the music directors agreements would indicate that the

Defendant was required to compose and supervise the music recording and other allied works. Irrespective of the nomenclature of the Agreement, the Defendant's services were *prima facie* hired for composition of music and services were rendered as music composer. The disclaimer released by the Defendant mentions that the Defendant has written, composed and sung the suit songs. It is the content of the agreement and not the nomenclature which is material.

27. Though fraud is pleaded, there is no substantive pleading by giving full particulars of the fraud. The agreements were executed on 16th December, 2023 and there is no communication by the Defendant alleging fraud in execution of the agreements. Though it is stated in the reply affidavit that some of the pages contains the forged signature, during the hearing, it is only Annexure A of Lyric Writer Agreement which is communication addressed to the Indian Performing Rights Society that the signature was stated to be forged. It is matter of evidence whether that particular signature is forged.

28. *Prima facie* reading of e-mail of 18th July, 2025 indicates that the Defendant was aware of the assignment of rights in favor of the Plaintiff and therefore, sought issuance of no objection certificate confirming the retention of 100% ownership rights in the suit songs.

29. Despite case of fraud, unfair assignment, etc. being put up by Defendant, no dispute has been raised with respect to the assignment

of copyright as contemplated under Section 19A of the Copyright Act, 1957. There is a proper mechanism provided in the Act vesting power in the Court to pass necessary orders in case of dispute of assignment. There is statutory bar under Section 19A against revocation of assignment within period of five years from the date of assignment. *Prima facie*, the copyright in the suit songs is assigned in favor of the Plaintiff and still subsists in favor of Plaintiff. It is not open for the Defendant upon having executed a valid and legal contract to proceed by treating the agreements as rescinded unilaterally and release the suit songs on the social media platforms.

30. Even for raising a dispute under Section 19A of the Copyright Act, it will have to be shown that the failure to exercise the assigned rights is not attributable to the assignor. It is known fact that for the purpose of releasing the final musical recordings, pre-production and post-production work is required to be carried out. On 30th July, 2025, legal notice was addressed by the Plaintiff to the Defendant specifically stating that the Defendant has been called on various occasions for music sittings, writing, dubbing sessions, which Defendant failed to attend citing various reasons and causing immense delay. In response to the said notice, an email has been addressed on 31st July, 2025 by the Defendant to the Plaintiff, however, the allegation of non-cooperation by Defendant has not been denied.

Prima facie at this stage, from the correspondence which is brought on record, it appears that the Defendant who failed to co-operate with the Plaintiff for the post-production work resulting in delay in releasing of the said songs.

31. The contention of Defendant that it was agreed by the Plaintiff that the Defendant would be paid sum of Rs. 20,000/- per month as personal expenses and Rs. 8,000/- for travelling expenses till the period of signing does not find place in the terms and conditions of the Agreements executed between the parties. Paragraph No. 11 of the Affidavit-in-reply speaks of oral assurance of payment of such sum till the period of signing. Even if such amount is due and payable, it is open for the Defendant to adopt appropriate proceedings for seeking recovery of the said amount. The non-compliance of the oral promise of payment cannot result in lapsing of the assignment rights and reversion in favor of Defendant. It is stated by Defendant in e-mail of 18th July, 2025 that the Defendant had agreed for a symbolic token amount of Rs. 5,000/- per song and it is *prima facie* apparent that the Defendant being a new entrant had entered into the contracts being fully aware of the consideration which was only in the nature of the symbolic token.

32. The Defendant having stated in the e-mail of reclaiming full rights in the creation is conscious of the fact that the copyrights are

assigned to the Plaintiff and without taking appropriate steps for rescission of the said contract, no rights within the meaning of Section 14 of Copyright Act, 1957 subsists in the Defendant. The Defendant's contentions that he was given an assurance of Rs. 5,000/- per song, royalty share, payments of Rs. 20,000/- and Rs. 8,000/- etc. puts up a case at variance with the written contract. It is therefore, a matter of evidence whether there was any promise to pay the said amounts, and whether the Defendant can be permitted to put up a case contrary to written contracts. The Agreements claimed to be result of misrepresentation or undue influence, would render the contract voidable for which necessary steps will have to be taken by the Defendant. Till that time, the copyright *prima facie* continues to subsist in favor of the Plaintiff.

33. Learned counsel appearing for the Plaintiff has rightly relied upon the decision in the case of ***Grasim Industries Limited vs Agarwal Steel*** (supra) where the Hon'ble Apex Court has held that when a person signs a document, there is a presumption that unless there is proof of force or fraud that he has read a document properly and understood it and only then he has affixed his signature therein, otherwise no signature in the document can ever be accepted. The Affidavit-in-reply of the Defendant does not make out *prima facie* case of fraud. The presumption will therefore, arise that the documents

executed by the Defendant were read and understood before execution.

34. As the copyright in the suit songs subsists in favour of the Plaintiff, *prima facie* case has been made out for grant of interim relief. The release of the songs in raw format without any post production work unauthorisedly by the Defendant has *prima facie* caused damage to the Plaintiff. The balance of convenience is in favour of the Plaintiff and in event the interim relief is not granted, the Plaintiff will suffer grave prejudice.

35. Dealing with the decision of ***Sajjan Kumar Duhan & Anr*** (supra), in that case the Plaintiff had taken the appropriate step and had approached the Court seeking declaration of the agreement being void and unenforceable, which is the distinguishable feature. The decision therefore does not assist the case of the Defendant.

36. In light of above, the Plaintiff has made out a case for grant of interim relief in terms of prayer clause (a) to (d), which reads as under:-

“**a.** Pending the hearing and final disposal of the present Suit, the Defendant, by himself, his servants, agents, distributors, manufacturers, owners, proprietors, partners, and/or otherwise howsoever, be restrained by an order and injunction of this Hon'ble Court from, in any manner whatsoever, showing, releasing, launching, airing, publishing, distributing, communicating to the public, monetising, exploiting, or otherwise dealing with any contents created by the Defendant which infringe the copyrights and/or Intellectual Property

Rights of the Plaintiff under the Agreements entered into between the Plaintiff and the Defendant; including, without limitation, exploitation on platforms such as YouTube, Spotify, JioSaavn, Wynk, and any other digital, electronic, or physical media platforms; and further restraining the Defendant from creating, assigning, licensing, transferring, or in any manner creating third-party rights over such infringing content.

b. Pending the hearing and final disposal of the present Suit, the Defendant, by himself, his servants, agents, distributors, manufacturers, owners, proprietors, and/or otherwise howsoever, be restrained from using, reproducing, publishing, broadcasting, adapting, or otherwise exploiting the Plaintiff's ten (10) songs "Jatta Tu Chaida, Waasta, Udan Khatola, Kinna Sona Hunda, Chalo Aajse, Badi Uljhan Mein Hoon, Main Tera Intezaar Karungi, Shayad Who Sunegi, Aakhri Hai, and Judai Mubarak" and/or any part thereof, as well as any other content created by the Defendant in breach of the Plaintiff's rights under the Agreements.

c. Pending the hearing and final disposal of the present Suit, the Defendant be directed to forthwith take down and remove the impugned ten (10) songs and/or any other musical works compositions, sound recordings, performances, adaptations remixes, or derivative works, whether titled "Jatta Tu Chaida, Waasta, Udan Khatola, Kinna Sona Hunda, Chalo Aajse, Badi Uljhan Mein Hoon, Main Tera Intezaar Karungi, Shayad Who Sunegi, Aakhri Hai, and Judai Mubarak" or otherwise, and any other infringing content created by the Defendant in breach of the Plaintiff's rights under the Agreements, along with all related content, from all media and/or platforms including but not limited to YouTube, SoundCloud, Spotify, Apple Music, and any other digital, electronic, or physical medium.

d. Pending the hearing and final disposal of the present Suit, the Defendant be directed to deliver to

the Plaintiff all master recordings, stems, raw files, session data, lyrics, video footage, and any other material relating to the said musical works in his possession, custody, or control, including the impugned (10) songs titled "Jatta Tu Chaida, Waasta, Udan Khatola, Kinna Sona Hunda, Chalo Aajse, aaBadi Uljhan Mein Hoon, Main Tera Intezaar Karungi, Shayad Who Sunegi, Aakhri Hai, and Judai Mubarak" and any other infringing works uploaded on any digital platform by the Defendant in breach of the Plaintiff's rights under the Agreements."

37. Interim Application is allowed in terms of above prayers.

[Sharmila U. Deshmukh, J.]