* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% Judgment delivered on: 09.01.2026

\+ **CS(COMM) 200/2018**

GAURAV GARG .....Plaintiff

Versus

ALY MORANI & ORS .....Defendants

Advocates who appeared in this case

For the Plaintiff : Ms. Sonal Chhablani and Mr. Yashwardhan Singh, Advocates.

For the Defendants : Mr. Shivek Trehan and Mr. Ishaan Kumar, Advocates.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

JUDGMENT

TEJAS KARIA, J

1. The present Suit has been filed seeking a decree of permanent injunction restraining the Defendants from infringing the Author's special right under Section 57 of the Copyright Act, 1957 ("**Act**") and from conducting and / or broadcasting or permitting the broadcast of the event, "IPL Awards" ("**Event**") and relief of punitive damages and rendition of accounts of profits and the costs.

FACTUAL BACKGROUND:

2. In February 2008, the Plaintiff met Defendant No. 1, Mr. Aly Morani and Defendant No. 2, Mr. Mohomed Morani with a view to exploring the possibility of working together in mutual interest for the business of Defendant No. 3, *M/s Cineyug Films Pvt. Ltd.* of undertaking large scale and sustainable events such as IPL Awards, 2010 Commonwealth Games and DLF IPL Opening / Closing Ceremonies. As per the understanding between the Plaintiff and Defendant Nos. 1 to 3, the said events were undertaken by *Cineyug Signature*, which was a special division of Defendant No. 3 created jointly by Defendant No. 3 and the Plaintiff.

3. From March 2008 to October 2009, the Plaintiff was engaged by *Cineyug Signature*. The Plaintiff was designated and presented to the clients of Defendant No. 3 as the Vice President, *Cineyug Signature*. One of the major assignments that Defendant No. 3 asked the Plaintiff to work on was conceptualizing, creation, marketing and implementation of the Event.

4. The concept of the Event was developed by the Plaintiff and the same was put in writing by the Plaintiff in June 2008. Accordingly, the Plaintiff is the author of the literary work embodying the presentation and the written expression of the Event.

5. *Vide* e-mail dated 23.01.2009, an appointment with Mr. Lalit Modi was sought for presentation of the Event. On 13.02.2009, Defendant No. 2 provided some suggestions on the presentation for the Event. After carrying out the recommended changes, the final presentation was made ready on 20.02.2009.

6. On 24.02.2009, the Plaintiff along with Defendant Nos. 1 and 2 met with Mr. Lalit Modi, Chairman, DLF IPL and Mr. Sunder Raman, CEO, DLF IPL to discuss the Event, where the idea was duly appreciated and acknowledged. After initial discussions, the *Cineyug Signature* team led by the Plaintiff went into deeper planning of the Event and prepared 'Detailed Concept Note & Feasibility Study' with Financial and Imagery Benefits associated with the Event which were shared with Mr. Sundar Raman on 05.03.2009. Thereafter, there were several meetings, conversations and discussions to finalize the Event and its strategic and financial benefits to all stake holders for the entire month, and the concept of the Event was accepted in principle by the stakeholders at IPL.

7. On 06.04.2009, the Plaintiff was flown to South Africa by *Cineyug Signature* for further discussions and presentation on the Event. Between April, 2009 and May, 2009, the Plaintiff made detailed set of presentations to the executives of IPL at South Africa, which resulted in success of procuring the contract for *Cineyug Signature* to organize DLF IPL closing ceremony.

8. The broader context of the Event format, entertainment line-up, award categories, process etc. was accepted by IPL. However, on account of time constraints, the Event was deferred. In June 2009, as the Event was deferred, it was mutually agreed that the Plaintiff would relocate from Mumbai to Delhi with a view to focus on other businesses for *Cineyug Signature* as well as Plaintiff's professional ambitions.

9. On 27.07.2009, Defendant Nos. 1 to 3 sent an e-mail to the Plaintiff to seek Plaintiff's assistance in preparing the pitch for 2010 Commonwealth Games Ceremony. With a view to defining mutual rights, obligations and

liabilities, it was agreed to put everything into writing with the intention of governing the relationship of the Parties including the past relationship and the outstanding issues. Accordingly, on 05.08.2009 a Memorandum of Understanding ("**MOU**") was executed between Defendant No. 3 and the Plaintiff, wherein Plaintiff's contribution to the Event was acknowledged and in Clause 7 (i) and (j), it was agreed that whenever the Event would happen, the Plaintiff would get remunerated and cited for credentials.

10. On 14.04.2010, the Plaintiff was shocked to see the statement made in the media by the Defendant Nos. 1 to 3 that the Event shall be held on 23.10.2010. Shockingly the Plaintiff's name was not mentioned anywhere.

11. On 17.04.2010, the Plaintiff sent a cease and desist letter outlining the Plaintiff's contribution to the Event and seeking due recognition and agreed remuneration from Defendant Nos. 1 to 3. The Plaintiff specifically requested that the Plaintiff be acknowledged as 'Conceptualizer and Project Director'.

12. On 19.04.2010, Defendant Nos. 1 to 3 sent a reply and instead of acknowledging the Plaintiff's right in and to the Event, it was claimed that Defendant Nos. 1 and 2 have conceptualized, created and now executing the Event and the Plaintiff, who was a mere employee, had no rights in respect of the Event. Defendant Nos. 1 to 3 made the following statements:

a. That *Cineyug Signature* never existed;
b. That IPL Awards are the registered Trade Marks and Copyright of Defendant No. 2; and
c. That the Plaintiff had no experience with events.

13. Being aggrieved by the said action of Defendant Nos. 1 to 3, the Plaintiff has filed the present Suit seeking injunction against the

infringement of Plaintiff's special rights as Author of the literary work under Section 57 of the Act. The Plaintiff claims the following rights with respect to the Event:

a. Right to claim authorship of the work; and
b. Right to restrain or claim damages in respect of any distortion, mutilation, modification or other act in relation to the work or other act that would be prejudicial to the Plaintiff's honour or reputation.

14. The Plaintiff claims that the actions of Defendant Nos. 1 to 3 amounted to infringement / breach of the Plaintiff's Author's special rights enshrined under Section 57 of the Act as the Defendants have not attributed the work to the Plaintiff, but in a completely illegal and *mala fide* manner taken all credit for the same.

SUBMISSIONS ON BEHALF OF THE PLAINTIFF:

15. The learned Counsel for the Plaintiff submitted that:

15.1 The concept of the Event was developed by the Plaintiff and put into writing in June 2008. Defendant Nos. 1 to 3 have admitted that Plaintiff has created 'Detailed Concept Note & Feasibility Study' along with other members of the *Cineyug Signature* team for the development of the Event. Accordingly, Defendant Nos. 1 to 3 have admitted that the Plaintiff had a role to play in development of the Event.

15.2 The presentations prepared for the Event and the joint proposal made by the Plaintiff and Defendant No. 3 showcase that the Plaintiff had worked upon the concept of the Event in the

capacity as Vice President – Special Projects, Cineyug Group of Companies.

15.3 It was further submitted that the Plaintiff and his team at *Cineyug Signature* were working as Consultants, and not as employees of Defendant No. 3. This is evident from the TDS Certificate in Form 26AS whereby the amount credit by Defendant No. 3 to Plaintiff in May 2009 as an amount received under Section 194J of the Income Tax Act, 1961, ("**IT Act**")which refers to fees credited in return for professional or technical services provided unlike a salary which would have been under Section 194 of the IT Act. The terms 'employment' and 'salary' used by the Plaintiff in his e-mail communications to Defendant No. 3 were in a very loose context and only used in context of the consultancy arrangement with Defendant No. 3. There was no employment agreement executed between Plaintiff and Defendant Nos. 1 to 3 and there is no evidence led by Defendant Nos. 1 to 3 to the contrary.

15.4 In Clause 7(j) of the MOU, there is an express acknowledgment of the Plaintiff's contribution to the Event, which is signed by Defendant No. 2. It is also not disputed by Defendant Nos. 1 to 3 that there exists a Copyright in the presentation created for the Event by Plaintiff and his team at *Cineyug Signature*. Further, while the ideas are not copyrightable, the concept which is developed into a literary work has copyright and ought to be protected by rewarding for the labour of the author, without which such authors would be robbed of their labour as held by

this Court in ***Mr. Anil Gupta & Anr. v. Mr. Kunal Dasgupta & Ors.***, 2002 (25) PTC 1(Del).

15.5 In view of the admission of the existence of Copyright in the presentation for the Event by Defendant Nos. 1 to 3, the present dispute is restricted to the issue whether the Event was conceptualized by the Plaintiff as an employee or independent consultant of Defendant No. 3. In any event, if the Plaintiff is held to be an employee of Defendant No. 3, the same would not take away the Plaintiff's right to attribution for the work done by him on the Event as per Section 57(1)(a) of the Act, which is independent of any copyright which would subsist in a work.

15.6 Section 17(c) of the Act is not applicable as Section 17 of the Act is subject to the provisions of the Act, which include Section 57 of the Act. Therefore, Section 57 of the Act shall override Section 17(c) of the Act, if it is found to be applicable.

15.7 *Cineyug Signature* was created as a special division of Defendant No. 3 in 2008 pursuant to discussion between the Plaintiff and Defendant Nos. 1 and 2 in February 2008 for undertaking large scale and sustainable events to increase business of Defendant No. 3. The business card showing the Plaintiff as Vice President of *Cineyug Signature*, presentation prepared for the event showing *Cineyug Signature* to have conceptualized the Event and having *Cineyug Signature* logo on all pages, e-mail dated 16.04.2009 mentioning *Cineyug Signature* below the signature of Plaintiff, which was copied to Defendant No. 2, and admission by Defendant Nos. 1 to 3 in

Paragraph No. 9 of the Written Statement that 'Detailed Concept Note & Feasibility Study' was created by Plaintiff's *Cineyug Signature* team prove that *Cineyug Signature* existed as an entity steering the Event.

15.8 As Defendant No. 2 has signed the MOU, Defendant Nos. 1 to 3 cannot now challenge the validity on the ground that all the Directors of Defendant No. 3 did not sign the MOU. Except the Plaintiff, all the employees of Defendant No. 3 have been duly credited for the Event held on 23.05.2010. The Trade Mark Application No. 1852539 for the Device Mark 'IPL Awards' was filed on 20.08.2009 after the fall out / differences between the Plaintiff and Defendant No. 3. The said Application has been abandoned by Defendant No. 3, which is evident from the order dated 24.09.2013 passed by the Trade Mark Registry.

15.9 The Defendants have not led any oral evidence thereby creating an adverse inference as held in ***Ishwar Bhai C. Patel and Bachu Bhai Patel v. Harihar Behera & Anr.***, (1999) 3 SCC 457. *Per contra*, the Plaintiff has presented himself before the Court for his examination-in-chief and for cross-examination to prove his case.

15.10 Section 57 of the Act enables an author to claim authorship of a work, independent of the author's copyright and independent of any partial or whole assignment of the said copyright. In the facts of the present case, the Plaintiff has claimed authorship in the work for conceptualizing and developing the Event through creation of the presentation for the Event, the credit of which

has been unduly denied to the Plaintiff by Defendant Nos. 1 to 3 by referring to themselves as creator and developer of the Event.

15.11 The right of attribution or the paternity right provided under Section 57(1)(a) of the Act has been recognized by this Court in ***Amar Nath Sehgal v. Union of India & Anr.***, 2005 (30) PTC 253 and ***Arun Chadha v. Oca Productions Pvt. Ltd.***, 2013 (53) PTC 401 (Del). It is settled law that the object of Section 57 of the Act is to lift an author's status beyond the material gains of copyright and give it a special status and to put intellectual property on a higher pedestal than the normal objects of the copyright as held in ***Smt. Mannu Bhandari v. Kala Vikas Pictures Pvt. Ltd. & Anr.***, AIR 1987 Delhi 13. Moreover, Article 6 of Berne Convention, of which India is a signatory, recognizes this legal right of an author as existing independent of his economic rights even after transfer of the said right.

15.12 Section 57 of the Act expressly allows for an author to claim a remedy of restrain and / or damages against another party even in case of a partial or complete assignment. Therefore, without prejudice, even if it is found that the Plaintiff was an employee of Defendant No. 3, Plaintiff would be entitled to receive credit for the work, conceptualized and developed by the Plaintiff.

15.13 Accordingly, the present Suit be allowed with costs in favour of the Plaintiff.

SUBMISSIONS ON BEHALF OF THE DEFENDANTS:

16. The learned Counsel for Defendant Nos.1 to 3 submitted that:

16.1 At the outset, the Suit has been rendered partly infructuous due to the passage of time without prejudice to the Defendants' contention that that Plaintiff does not have any right in the concept of the Event, the relief of permanent injunction sought by the Plaintiff has become infructuous as the Event has already been aired.

16.2 The Event was conceptualized by Defendant No. 3 and Defendant Nos. 1 and 2 are the Directors of Defendant No. 3. In June 2008, the Plaintiff was employed by Defendant No. 3 as Vice President – Special Projects for a monthly salary of ₹75,000/- (Rupees Seventy Five Thousand). During the course of employment, the Plaintiff worked on several projects of Defendant No. 3 including the Event conceptualized and developed by Defendant No. 3. Given the dissatisfactory performance of the Plaintiff, in May 2009, Plaintiff voluntarily tendered his resignation.

16.3 Throughout the Plaint, Plaintiff has claimed rights in a 'concept' / 'idea'. Concept is not covered under the definition of copyrightable work under the Act and cannot be subject matter of copyright because it has to be brought into the form of a literary / dramatic / musical / artistic / cinematographic work or sound recording or a performance / performer's right or live show and only thereafter, will there exist copyright in the work. The Plaintiff has not placed anything on record to show that the

Event eventually hosted was based on the 'concept' allegedly developed by the Plaintiff. The Plaintiff has failed to lead any evidence to establish his alleged copyright.

16.4 Further, there is no novelty in the idea of the Event and there is no averment in the Plaint that the Plaintiff is the first person to have conceptualized the idea of the Event. In absence of such averments, the Act is not concerned with the original idea, but with the expression of thought. copyright has nothing to do with originality of the idea, or literary merit. copyright subsists in work which is created by the author by his own skill, labour and investment of capital. It could be a derivative work, which has a flavour of creativity as held by this Court in ***Rediff.com India Ltd. v. E-Eighteen.com Ltd.***, 2013 SCC OnLine Del 2747 and ***Sanjay Kumar Gupta & Anr. v. Sony Picture Networks India P. Ltd. & Ors.***, 2018 SCC OnLine Del 10476.

16.5 The Plaintiff has failed to place on record the purported 'original work' created by the Plaintiff. Although Paragraph No. 12 at Page No. 5 of the Plaint states that the concept of the Event was developed by Plaintiff and the same was put in writing in the month of June 2008, the work stated to have been put in writing by the Plaintiff in June 2008 has not been placed on record. The Plaintiff has relied upon a presentation, which according to Plaintiff's own pleadings, was prepared by the *Cineyug Signature* team after carrying out the changes recommended by Defendant No. 2 *vide* e-mail dated 12.02.2009. The said presentation was not the exclusive work

of the Plaintiff as admittedly it was created by *Cineyug Signature* team after carrying out the changes recommended by Defendant No. 2.

16.6 The Plaintiff has placed reliance on the 'Detailed Concept Note & Feasibility Study', however, the same was created by *Cineyug Signature* team and the Plaintiff cannot claim copyright based on the Concept Note, which was not his exclusive work.

16.7 When the work itself is not copyrightable under the provisions of the Act, the Plaintiff cannot claim moral rights in the alleged literary work. In any event, the Plaintiff was admittedly an employee of Defendant No. 3. It is pleaded by Plaintiff that he was engaged as an independent Consultant, however, this contention of the Plaintiff is baseless as the Plaintiff was employed by Defendant No. 3. There was no separate entity in the name of *Cineyug Signature* and, therefore, the Plaintiff has not impleaded *Cineyug Signature* as party to the present Suit.

16.8 It is evident from the e-mails filed along with the Plaint that the Plaintiff was an employee of Defendant No. 3 and not a Consultant as admitted in e-mail dated 29.07.2009 by the Plaintiff. E-mail dated 02.08.2009 sent by the Plaintiff summarizing the past conversation on the aspect of old dues also shows that the Plaintiff was an employee of Defendant No. 3. Similarly, e-mails dated 28.07.2009, 29.07.2009 and 30.07.2009 also show that Plaintiff was an employee of Defendant No. 3.

16.9 Even though the MOU was never executed, the draft relied upon by the Plaintiff contains Clauses 7(i) and (j), which make it evident that Plaintiff was an employee of Defendant No. 2. The Plaintiff was also given an e-mail ID at gaurav@cineyug.com while he was acting as an employee of Defendant No. 3. If the Plaintiff had been working in his individual capacity and not as an employee, he would not have been using an e-mail ID with the domain name of Defendant No. 3.

16.10 Without prejudice to the contention that the Plaintiff does not have copyright in the Event, since Plaintiff was an employee of Defendant No. 3 and the purported work was covered under the scope of his employment and was created by the Plaintiff during the course of employment, all rights in the work created by the Plaintiff vests in Defendant No. 3 and the Plaintiff cannot claim any rights whatsoever.

16.11 As per Section 17(c) of the Act, in absence of a contract to the contrary, the employer is the author of the work made in the course of the author's employment and the Plaintiff cannot claim any rights in the work developed by him during the course of his employment with Defendant No. 3.

16.12 The reliance placed on the MOU by Plaintiff to establish his purported rights is misplaced as the MOU was never executed. The MOU was pertaining to 2010 Commonwealth Games Ceremony. Clause 1(b) of MOU makes it evident that the Plaintiff was appointed as a Consultant for 'Opening and

Closing Ceremonies for 2010 Delhi Commonwealth Games' and the said MOU cannot be interpreted to mean that the earlier engagement of the Plaintiff with Defendant No. 3 was also in the capacity of an independent consultant. Clauses 7(i) and (j) make it clear that Plaintiff was an employee of Defendant No. 3.

16.13 The conduct of Plaintiff throughout the proceedings of this Suit shows that Plaintiff has sought numerous adjournments and Plaintiff refused to present himself for remaining cross-examination, which was closed *vide* order dated 02.05.2019. An appeal filed by the Plaintiff against order dated 02.05.2019 was dismissed *vide* order dated 13.05.2019. Thereafter, appeal against order dated 13.05.2019 filed before the Division Bench of this Court and Special Leave Petition filed before the Supreme Court were also dismissed. This shows that Plaintiff deliberately did not present himself for cross-examination despite multiple opportunities having been granted. It is a settled law that where a party does not offer himself to be cross-examined by the other side, the presumption arises that the case set up by him is not correct. Incomplete evidence of a witness who has failed to offer himself for cross-examination has no probative value and cannot be retained on record as held in ***Vidhyadhar v. Manikrao & Anr.***, (1999) 3 SCC 573 and ***G. Balaji & Anr. v. Saravanasamy***, 2020 SCC OnLine Mad 9030.

16.14 It is settled law that in absence of specific averments against the Directors they cannot be held personally liable for the actions of

the company. In the present Suit, the Plaintiff has not leveled any personal allegations against Defendant Nos. 1 and 2 who are the Directors of Defendant No. 3. Furthermore, the Plaintiff was employed by Defendant No. 3 and not by Defendant Nos. 1 and 2. In absence of privity of contract or specific allegations *qua* Defendant Nos. 1 and 2, they cannot be held liable for the alleged contravention of the rights of the Plaintiff.

16.15 In view of the above, the Suit filed by the Plaintiff is liable to be dismissed with costs.

ANALYSIS AND FINDINGS:

17. The Issues in the present Suit were framed *vide* order dated 26.04.2012 as under:

> "*(i) Whether the plaintiff is the author of the literary work embodying the presentation and the written expression of the event entitled IPL Awards? OPP*
>
> *(ii) Whether the plaintiff is entitled to author's special rights under Section 57 of the Copyright Act, 1957, with respect to the above literary works? OPP*
>
> *(iii) Whether the plaintiff has been able to make out that there was an agreement dated 5.8.2009 between the parties with respect to sharing of revenue generated by the defendants from exploitation of the IPL Awards? OPP*
>
> *(iv) Whether the plaintiff has made out a case for infringement of its rights under Section 57 of the Copyright Act, 1957? OPP*
>
> *(v) Whether the plaintiff is entitled to any relief, including permanent injunction, damages, rendition of accounts? OPP*
>
> *(vi) Relief.*"

Issue (i):

Whether the Plaintiff is the author of the literary work embodying the presentation and the written expression of the event entitled IPL Awards? OPP

18. The Plaintiff has claimed that Plaintiff is the author of the literary work embodying the presentation and the written expression of the Event entitled 'IPL Awards'. Section 2(d) of the Act defines the 'author' in relation to a literary or dramatic work as 'the author of the work'.

19. The Plaintiff claims that the Plaintiff is the co-author of the literary work of the Presentation and the 'Detailed Concept Note & Feasibility Study' prepared for the Event with the other members of the Plaintiff's *Cineyug Signature* team. The Plaintiff has relied upon the Business Card showing that he was working as Vice President – Special Projects at *Cineyug Signature* which is marked as Exhibit P1/4. Further, the Plaintiff has relied on the Presentation marked as Exhibit P1/6 to show that the said Presentation was prepared by *Cineyug Signature* as evident from the last page of the said Presentation, which mentions the details of *Cineyug Signature* and also mentions the name of the Plaintiff as Vice President of Cineyug Group of Companies along with his mobile number and e-mail ID.

20. In the affidavit of Admission / Denial dated 24.09.2011 filed by Defendant Nos. 1 to 3, the copy of the Business Card marked as Exhibit P1/4 and Presentation marked as Exhibit P1/6 have been denied. In the Written Statement filed by Defendant Nos. 1 to 3, it is denied that Plaintiff is the author of the work. Hence, the burden of proving the same was on the Plaintiff.

21. The Plaintiff has submitted that Defendant Nos. 1 to 3 have admitted that the Plaintiff has created 'Detailed Concept Note & Feasibility Study' along with other members of the *Cineyug Signature* team for the development of the Event and as the Plaintiff was member of *Cineyug Signature* team, Plaintiff cannot be denied the co-authorship of the literary work embodying the presentation and the written expression of the Event in the 'Detailed Concept Note & Feasibility Study'.

22. The Plaintiff has further submitted that the Plaintiff was working as Consultant and not as an employee of Defendant No. 3. The Plaintiff has relied upon TDS Certificate in Form 26AS submitted under the IT Act where the amount credited by Defendant No. 3 to the Plaintiff in May 2009 is towards the professional services and not the salary. The Plaintiff has also explained the use of expression 'employment' and 'salary' in various communications exchanged between the Plaintiff and Defendant No. 3 to be in loose context of the Consultancy Agreement with Defendant No. 3 in absence of any Employment Agreement executed between Plaintiff and Defendant Nos. 1 to 3.

23. The Plaintiff has also relied upon Clause 7(j) of the MOU, which provides as under:

> "*7(j) Agreed and Understood is that Cineyug will venture out on similar agreements with Propaganda on projects conceptualized and planned by Mr. Gaurav Garg during his employment tenure at Cineyug in 2008-2009, including IPL Awards, to look at a long-term transparent future.*"

24. In view of the above, the Plaintiff contended that the MOU clearly acknowledges that the Event was conceptualized and planned by the Plaintiff during the period of 2008-2009.

25. However, the MOU is denied by Defendant Nos. 1 to 3 as not signed by all the Directors of Defendant No. 3 although their names have been mentioned on the signature page. Accordingly, Defendant Nos. 1 to 3 contended that the MOU was merely a draft which never got executed. In any event, Defendant Nos. 1 to 3 have relied upon Clause 7(j) of the MOU to submit that this clause clearly records that the Plaintiff was in an employment with Defendant No. 3 during the period of 2008-2009. Accordingly, if the Plaintiff wishes to rely upon Clause 7(j) of the MOU, the Plaintiff cannot claim that he was not an employee of Defendant No. 3.

26. Although, Plaintiff filed the Affidavit of evidence, but his cross-examination could not be completed due to continuous default on part of the Plaintiff to present himself for cross-examination despite several opportunities having been granted to the Plaintiff. The order dated 02.05.2019 passed by the Joint Registrar (Judicial) records that the Plaintiff's evidence continued for more than 31 hearings over seven years, and last and final opportunities were granted on several dates and even the costs have been imposed upon the Plaintiff on multiple occasions for non-availability of Plaintiff for cross-examination. Accordingly, the Plaintiff's evidence was closed on 02.05.2019.

27. An appeal filed by the Plaintiff against order dated 02.05.2019 was dismissed *vide* order dated 13.05.2019 while recording that Plaintiff had been partly cross-examined and the Plaintiff exhibited total lack of interest by seeking repeated adjournments on numerous dates. It was further observed that the casual approach of the Plaintiff cannot be countenanced as Plaintiff had been dragging the litigation and clogging the system, which needed to be wedded out. Thereafter, an appeal against order dated

13.05.2019 filed before the Division Bench of this Court and Special Leave Petition filed before the Supreme Court were also dismissed. Accordingly, the order dated 02.05.2019 closing the Plaintiff's right to evidence has become final and binding on the Parties.

28. Accordingly, the Plaintiff failed to prove the documents sought to be relied upon by the Plaintiff, which have been denied by Defendant Nos. 1 to 3. In absence of the Plaintiff presenting himself for the complete cross-examination, the oral evidence of the Plaintiff is of no significance and the documents denied by Defendant Nos. 1 to 3 cannot be relied upon. Accordingly, the TDS Certificate in Form 26AS submitted under the IT Act relied upon by the Plaintiff to submit that Defendant No. 3 remitted the amount in account of the Plaintiff as a professional fee and not salary is also not proved by the Plaintiff in accordance with law and cannot be relied upon.

29. The only document admitted by Defendant Nos. 1 to 3 is limited to the communication exchange between the Plaintiff and Defendant Nos. 1 to 3. A perusal of these communications clearly shows that the Plaintiff was working as an employee of Defendant No. 3 during the period when the Event was being conceptualized. In several e-mails, the Plaintiff has used the domain name of Defendant No. 3 as part of his e-mail ID and also referred to himself as an employee of Defendant No. 3. Hence, it is clear that the Plaintiff was an employee of Defendant No. 3.

30. Defendant Nos. 1 to 3 have relied upon Section 17(c) of the Act which provides as under:

> "***17. First owner of copyright.***— *Subject to the provisions of this Act, the author of a work shall be the first owner of the copyright therein:*

Provided that—

*** *** ***

(c) in the case of a work made in the course of the author's employment under a contract of service or apprenticeship, to which clause (a) or clause (b) does not apply, the employer shall, in the absence of any agreement to the contrary, be the first owner of the copyright therein;"

31. Section 17(c) of the Act provides that the employer shall be first owner of the Copyright of a work made in the course of author's employment under a contract of service. In the correspondence exchanged between the Plaintiff and Defendant Nos. 1 to 3, it is clearly admitted that the Plaintiff was an employee of Defendant No. 3. Even Clause 7(j) of the MOU relied upon by the Plaintiff clearly mentions that the Plaintiff was in employment of Defendant No. 3. Accordingly, the same amounts to a contract of service and as there is no agreement to the contrary. Defendant No. 3 shall be the first owner of the Copyright in any work made by the Plaintiff during the course of employment of Defendant No. 3.

32. In any event, Defendant Nos. 1 to 3 have submitted that the Plaintiff has failed to produce the original work created by him. The Plaintiff claims to have put the concept of the Event in writing in the month of June 2008, however, the same is not produced on record. The Plaintiff has only relied upon the Presentation and the 'Detailed Concept Note & Feasibility Study', which is not the exclusive work of the Plaintiff as admittedly, it was created by *Cineyug Signature* Team.

33. In view of the above analysis, it is held that Plaintiff is not the first owner of the literary work embodying the presentation and written expression of the Event, i.e. IPL Awards.

Issue No.(ii)

Whether the Plaintiff is entitled to author's special rights under Section 57 of the Copyright Act, 1957, with respect to the above literary works? OPP

34. Section 57 of the Act provides as under:

> "***57. Author's special rights.***— *(1) Independently of the author's copyright and even after the assignment either wholly or partially of the said copyright, the author of a work shall have the right—*
>
> *(a) to claim authorship of the work; and*
>
> *(b) to restrain or claim damages in respect of any distortion, mutilation, modification or other act in relation to the said work if such distortion, mutilation, modification or other act would be prejudicial to his honour or reputation:*
>
> *Provided that the author shall not have any right to restrain or claim damages in respect of any adaptation of a computer programme to which clause (aa) of sub-section (1) of section 52 applies.*
>
> *Explanation.— Failure to display a work or to display it to the satisfaction of the author shall not be deemed to be an infringement of the rights conferred by this section.]*
>
> *(2) The right conferred upon an author of a work by sub-section (1) may be exercised by the legal representatives of the author.*"

35. When a literary work is made by an author, multiple rights flow from the said work such as, right of attribution and right of dissemination. The author also has right to maintain purity in the work. These are the special rights of the author which continue independently of the author's copyright and even after the assignment either wholly or partly of the said copyright.

36. If author's special rights are violated by not attributing the work to the author or by distorting, mutilating, or modifying the work or committing such other act that would be prejudicial to the honour and reputation of the author, the author has right to seek attribution, seek injunction restraining any such distortion, mutilation or distortion and claim damages in respect of

the same. Only in these circumstances, the author can claim special rights as envisaged under Section 57 of the Act.

37. In the present case, the Plaintiff has not been able to establish that the Plaintiff is the author of the literary work embodying the presentation and written expression of the Event as held above in relation to Issue (i). Accordingly, the Plaintiff cannot claim special rights in the capacity of an author as provided under Section 57 of the Act.

38. In any event, there is no distortion, mutilation or modification of the work claimed to have been created by the Plaintiff as the Plaintiff has not alleged any such distortion, mutilation, or modification of the presentation as well as 'Detailed Concept Note & Feasibility Study'. Hence, the Plaintiff is not entitled to the relief under Section 57(1)(b) of the Act for injunction and damages against Defendant Nos. 1 to 3. As regards to Section 57(1)(a) of the Act, the Plaintiff cannot claim authorship of the work as the Plaintiff cannot be considered as an author by virtue of Section 7(c) of the Act.

39. In view of the above, it is held that the Plaintiff is not entitled to author's special rights under Section 57 of the Act with respect to the literary work embodying the presentation and written expression of the Event, i.e. IPL Awards.

Issue No.(iii)

Whether the Plaintiff has been able to make out that there was an agreement dated 5.8.2009 between the parties with respect to sharing of revenue generated by the Defendants from exploitation of the IPL Awards? OPP

40. The Plaintiff has relied upon the MOU dated 05.08.2009, which is produced through index dated 22.08.2011. In the affidavit of Admission /

Denial filed by Defendant Nos. 1 to 3 on 24.09.2011, Defendant Nos. 1 to 3 have denied the MOU.

41. As Plaintiff has failed to lead oral evidence in support of the MOU as discussed above in relation to Issue No.(i), the said document is not proved in accordance with law and cannot be relied upon for determining the rights and liabilities of the Parties.

42. In any event, Defendant Nos. 1 to 3 have submitted that the MOU produced by the Plaintiff on record is only a draft and not executed finally as all the Directors of Defendant No. 3 have not signed although their names have been mentioned. Only Defendant No. 2 appears to have put his signature on the MOU and, therefore, Defendant No. 3 has claimed that the MOU is not binding on Defendant No. 3.

43. Further, the said MOU was for the purpose of 'Opening & Closing Ceremonies for 2010 Delhi Commonwealth Games' and not for the Event. Only Clause No. 7(j) of the MOU mentions about the Event in the context of past project conceptualized and planned by the Plaintiff during his employment tenure with Defendant No. 3 in 2008-2009. Clause 6 of the MOU which provides for payment and payment terms does not refer to the Event or any remuneration to be paid by Defendant No. 3 to the Plaintiff for the Event.

44. As the cause of action for the present Suit is limited to the Event, no relief can be granted to the Plaintiff on the basis of the terms of the MOU as the same is silent with respect to any amount to be paid to the Plaintiff for the work during the course of his employment with Defendant No. 3 for the Event.

45. Accordingly, the Plaintiff has not been able to prove that there was an agreement in the form of the MOU dated 05.08.2009 between the Parties with respect to sharing of revenue generated by Defendant Nos. 1 to 3 from exploitation of the Event, i.e. IPL Awards.

46. In view of the above, this Issue is answered in favour of Defendant Nos. 1 to 3 and against the Plaintiff.

Issue No.(iv)

Whether the Plaintiff has made out a case for infringement of its rights under Section 57 of the Copyright Act, 1957? OPP

47. In view of the analysis and finding with respect to Issue No.(ii) above, it is held that Plaintiff has not been able to make out a case for infringement of his rights under Section 57 of the Act as the said provision is not applicable to the facts of the present case. The Plaintiff is not entitled to claim himself as the author of the literary work embodying the presentation and the written expression of the Event in view of applicability of Section 17(c) of the Act as held in relation to Issue No.(i) above.

48. Accordingly, this Issue is decided against the Plaintiff and in favour of Defendant Nos. 1 to 3.

Issue No.(v)

Whether the Plaintiff is entitled to any relief, including permanent injunction, damages, rendition of accounts? OPP

49. As the Plaintiff has failed to prove that the Plaintiff is the author of the literary work embodying the presentation and written expression of the Event in the presentation as well as the 'Detailed Concept Note & Feasibility Study' prepared for the Event by *Cineyug Signature* team of which the Plaintiff was working as Vice President – Special Projects, given

that the Plaintiff was an employee of the Defendant No. 3. Accordingly, the Plaintiff is not entitled to claim any special right of attribution or injunction from distortion, mutilation or modification as envisaged under Section 57 of the Act. The Plaintiff has also not been able to show that there was any agreement entered into between the Parties by which Defendant Nos. 1 to 3 had agreed to share the revenue generated from the exploitation of the Event.

50. Defendant Nos. 1 to 3 have contended that the prayer for granting permanent injunction restraining Defendant Nos. 1 to 3 from broadcasting the Event has become infructuous as the Event has already been aired and due to passage of time no such relief can now be granted against Defendant Nos. 1 to 3.

Issue (vi):

Relief?

51. Accordingly, the Plaintiff has not been able to establish the entitlement for a decree of permanent injunction against Defendant Nos. 1 to 3 from broadcasting the Event without granting appropriate credit to the Plaintiff as the author of the said Event.

52. The Plaintiff is also not entitled to any decree of permanent injunction restraining Defendant Nos. 1 to 3 from infringing the author's special rights of the Plaintiff under Section 57 of the Act or from misappropriation and conversion of the Plaintiff's property in and to the Event by copying, selling or giving on hire or communicating to the public without the Plaintiff's permission or consent in view of the analysis for Issue Nos.(i) to (iv) above.

53. The Plaintiff is also not entitled to any order or punitive damages against Defendant Nos. 1 to 3 as no infringement of any of the purported rights of the Plaintiff has been committed by Defendant Nos. 1 to 3.

54. Similarly, the Plaintiff is also not entitled to an order for rendition of accounts of profits by Defendant Nos. 1 to 3 as there is no infringing activity committed by Defendant Nos. 1 to 3. As a result, the Plaintiff is also not entitled to the costs for these proceedings as the Plaintiff has not been able to prove any claim made in the present Suit.

55. In view of the above, the present Suit is dismissed as being without merit. No order as to costs.

TEJAS KARIA, J

JANUARY 9, 2026
'gsr'