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

% Judgment delivered on: 09.01.2026

\+ **CS(COMM) 267/2024 & I.A. 20757/2024**

PHONOGRAPHIC PERFORMANCE LIMITED .....Plaintiff

versus

PASS CODE HOSPITALITY PRIVATE LIMITED & ORS. .....Defendants

Advocates who appeared in this case

For the Plaintiff	:	Mr. Chander M. Lall, Senior Advocate along with Mr. Anku Sangal, Ms. Sucheta Roy, Mr. Ankit Arvind, Ms. ‘‘Raghu Vinayak Sinha, Mr. Shaurya Pandey & Ms. Ananya Mehan, Advocates
For the Defendants	:	Ms. Swathi Sukumar, Senior Advocate along with Mr. Kartik Malhotra, Mr. Sumeher Bajaj & Mr. Anindit Mandal, Advocates.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

TEJAS KARIA, J

I.A. 7255/2024 & I.A. 8596/2024

FACTUAL BACKGROUND:

1. The Plaintiff, Phonographic Performance Limited, is an owner of copyright in various sound recordings. Defendant No. 1, Pass Code Hospitality Private Limited, owns and operates various well-known high-profile pubs and bars.

2. The Plaintiff has filed the present Suit against the Defendants as the Defendants were using the Plaintiff's sound recordings without taking any copyright license. As per Section 51 of the Copyright Act, 1957 ("**Act**"), if any party uses any sound recordings without an appropriate copyright license, the same amounts to infringement of copyright.

3. At the first hearing of the present Suit held on 10.04.2024, when the present Application was pressed by the Plaintiff, an *Ad hoc* Arrangement ("***Ad hoc* Arrangement**") for payment of License Fees on an *ad hoc* basis considering that the Parties were required to be heard on this Application, while permitting the continued use of sound recordings in the meantime.

4. Accordingly, an amount of ₹15,00,000/- (Rupees Fifteen Lakhs only) was directed to be deposited by Defendant No. 1 as an *ad hoc* License Fees from 04.11.2023 till 03.08.2024. Out of the said amount, the Plaintiff was permitted to withdraw ₹8,00,000/- (Rupees Eight Lakhs only) and the balance amount of ₹7,00,000/- (Rupees Seven Lakhs only) was directed to be kept in an interest-bearing Fixed Deposit by the Registry for a term of one year initially and renewed thereafter. This *Ad hoc* Arrangement was subject to further orders of this Court and was arrived at to balance the equities between the Parties at the interim stage, without prejudice to the respective rights and contentions of the Parties as well as submissions made on behalf of them.

5. Subsequently, *vide* order dated 19.07.2024, the *Ad hoc Arrangement* determined *vide* order dated 10.04.2024 was extended for a period of three months starting from 03.08.2024 subject to Defendant No. 1 depositing another *ad hoc* License Fees of ₹5,00,000/- (Rupees Five Lakhs only), out of which ₹3,00,0000/- (Rupees Three Lakhs only) was permitted to be

withdrawn by the Plaintiff in terms of the *Ad hoc* Arrangement made *vide* order dated 10.04.2024.

6. On 05.11.2024, the *Ad hoc* Arrangement was again extended till 04.02.2025 and it was directed that Defendant No. 1 shall deposit an amount of ₹5,00,000/- (Rupees Five Lakhs only) towards an *ad hoc* License Fees for a period of three months starting from 04.11.2024 and the Plaintiff was permitted to withdraw an amount of ₹3,00,000/- (Rupees Three Lakhs only) from the said amount and the remaining amount was directed to be deposited in an interest-bearing account.

7. On 20.01.2025, the *Ad hoc* Arrangement was again extended till 04.05.2025 on the same terms as directed *vide* orders dated 19.07.2024 and 05.11.2024.

8. On 22.08.2025, Defendant No. 1 filed an Application being I.A. 20757/2025 seeking refund of the money deposited in terms of an *Ad hoc* Arrangement put in place *vide* orders dated 10.04.2024, 19.07.2024, 05.11.2024 and 20.01.2025 due to material misrepresentations made by the Plaintiff pertaining to his competency to issue licenses without being a registered Copyright Society under Section 33 of the Act. It was contended by Defendant No. 1 that the said fact was revealed to Defendant No. 1, when the Division Bench of this Court *vide* Judgement dated 15.04.2025 passed in ***Azure Hospitality Pvt. Ltd. v. Phonographic Performance Ltd.*** 2025 SCC OnLine Del 12407 held that the Plaintiff herein cannot conduct the business of issuing or granting licenses in the sound recordings held by it without being either the registered Society under Section 33 of the Act or a member of the registered Copyright Society for sound recordings i.e., Recording Music Performance Ltd. ("**RMPL**").

9. It was submitted by Defendant No. 1 that in view of the misrepresentations that the Plaintiff is legally competent and has the legal title / ownership to issue and grant licenses or is authorized on behalf of the 'owners' of sound recordings to collect royalties, the Defendants agreed to take licenses from the Plaintiff for all the outlets run under its banner in good faith.

10. It was further submitted by Defendant No. 1 that pursuant to the *Ad hoc* Arrangement directed *vide* orders dated 10.04.2024, 19.07.2024, 05.11.2024 and 20.01.2025, Defendant No. 1 has deposited a total sum of ₹30,00,000/- (Rupees Thirty Lakhs only), out of which, the Plaintiff has withdrawn ₹17,00,000/- (Rupees Seventeen Lakhs only).

11. Defendant No. 1 submitted that as the Plaintiff is not a registered Copyright Society and the only registered Copyright Society is RMPL, whose rates are regulated and overseen by the Central Government, the tariff of RMPL shall be applicable in the present case. As per the said tariff, Defendant No. 1 is liable to pay the License Fees of ₹3,62,000/- (Rupees Three Lakhs Sixty-Two Thousand only) from 04.11.2023 (the date of settlement between the Parties before Saket Court) till 04.11.2025. As the Plaintiff has already withdrawn ₹17,00,000/- (Rupees Seventeen Lakhs only), ₹13,38,000/- (Rupees Thirteen Lakhs Thirty-Eight Thousand only) is paid in excess to the Plaintiff, which the Plaintiff be directed to refund to Defendant No. 1. It was further submitted that the *Ad hoc* Arrangement for deposit of License Fees by Defendant No. 1 be directed to continue as per the prevailing RMPL rates till the final disposal of Defendant No. 1's Petition seeking compulsory license being C.O. (COMM. IPD-CR) 4/2024.

12. *Vide* order dated 25.08.2025, Notice was issued in I.A. 20757/2025 and it was directed that the Plaintiff shall file Reply within a period of four weeks and Rejoinder thereto may be filed within a period of two weeks thereafter. Both Parties were heard on the aspect of extension of the *Ad hoc* Arrangement for payment of License Fees by Defendant No. 1 and both Parties were directed to file Written Submissions with respect to the same. The order dated 09.09.2025 records that both Parties filed their respective Written Submissions and the order was reserved on the issue of extension of the *Ad hoc* Arrangement for depositing the License Fees.

SUBMISSIONS ON BEHALF OF THE PLAINTIFF:

13. The learned Senior Counsel for the Plaintiff submitted that:

13.1. The *Ad hoc* Arrangement directed *vide* orders dated 10.04.2024, 19.07.2024, 05.11.2024, 20.01.2025 be extended till disposal of I.A. 7255/2024 filed for grant of interim injunction.

13.2. The decision in the matter of ***Azure Hospitality*** (*supra*) is not applicable in the facts of the present case. In any event, the said decision would be binding *inter se* the Parties in the said matter and cannot be relied upon by Defendant No. 1 was not a Party to the said proceedings.

13.3. The decision in ***Azure Hospitality*** (*supra*) is challenged before the Supreme Court by way of Special Leave Petition ("**SLP**") being SLP (C) No. 10977/2025 and *vide* order dated 21.04.2025, the direction in Paragraph No. 27 of the decision in ***Azure Hospitality*** (*supra*) directing Azure Hospitality Pvt. Ltd. to use the Plaintiff's sound recordings

as per the tariff of RMPL has been stayed. Further, *vide* order dated 19.06.2025, the Supreme Court has clarified that orders passed in ***Azure Hospitality*** (*supra*) shall be binding *inter se* the Parties to the said matter only.

13.4. In view of the above, any observation made in ***Azure Hospitality*** (*supra*) shall not be applicable in the present case.

13.5. In any event, RMPL rates are applicable only for limited repertoire of sound recordings administered by RMPL and the same are not applicable to the sound recordings of the Plaintiff for which the amount of License Fees to be paid by Defendant No. 1 is in dispute in the present Suit.

13.6. In order to maintain the balance of convenience and equities, the *Ad hoc* Arrangement made on 10.04.2024 and continued by subsequent orders 19.07.2024, 05.11.2024, 20.01.2025 should be continued till the final disposal of I.A. 7255/2024.

SUBMISSIONS ON BEHALF OF THE DEFENDANTS:

14. The learned Senior Counsel for the Defendants submitted that:

14.1. The interim arrangement in terms of orders dated 10.04.2024, 19.07.2024, 05.11.2024 and 20.01.2025 was directed without considering the merits of the Plaintiff's interim injunction Application being I.A. 7255/2024 and it was only as an interim arrangement which was extended every quarter to maintain balance of convenience and was without prejudice to the rights and contentions of the Parties herein.

14.2. However, the said interim arrangement cannot be extended in light of the decision of ***Azure Hospitality*** (*supra*), which is the current legal position, and followed a subsequent decision of the Coordinate Bench in ***AL Hamd Tradenation v. Phonographic Performance Ltd.*** 2025 SCC OnLine Del 13399 dated 13.05.2025.

14.3. The decision in ***Azure Hospitality*** (*supra*) passed by the Division Bench of this Court is a good law and valid in *rem* and not stayed by the Supreme Court in the SLP and only direction contain in Paragraph No. 27 has been stayed. The ratio and interpretation of Section 33 of the Act have observed in Paragraph No. 24 of the said decision that the Plaintiff is not entitled to issue licenses in respect of the sound recordings assigned to it under Section 18(1) of the Act without being registered as a Copyright Society or being a member of a registered Copyright Society being RMPL, has not been stayed by the Supreme Court.

14.4. In view of the same, the present Suit is not maintainable and, in any event, Defendant No. 1 is liable to pay as per the RMPL rates for playing the sound recordings of the Plaintiff, which Defendant No. 1 is willing to pay.

14.5. The order dated 21.04.2025 passed in the SLP by the Supreme Court has only stayed the directions in terms of Paragraph No. 27 of the decision in ***Azure Hospitality*** (*supra*) and the further order dated 19.06.2025 only clarifies that the order dated 21.04.2025 will be binding *inter se* the

Parties to the said proceedings. Therefore, a perusal of order dated 19.06.2025 passed by the Supreme Court makes it clear that the Supreme Court has not stayed the entire decision of ***Azure Hospitality*** (*supra*) and the stay is limited to the direction to Azure Hospitality Pvt. Ltd. to pay to the Plaintiff as per RMPL rates and the said stay will operate *inter se* the Parties. Accordingly, the position of law laid down in ***Azure Hospitality*** (*supra*) has not been stayed and is binding in the present case as well.

14.6. Further, **AL Hamd** (*supra*) follows ***Azure Hospitality*** (*supra*) and holds that RMPL's rates are non-arbitrary and reasonable as opposed to the Plaintiff's rates and, therefore, the rigors of Section 31(a) of the Act are attracted.

14.7. The subsequent pronouncement of ***Azure Hospitality*** (*supra*) and ***AL Hamd*** (*supra*) amounts to change in circumstances under the proviso to order XXXIX Rule 4 of the CPC requiring the modification of the orders passed directing an *Ad hoc* Arrangement for payment of License Fees to the Plaintiff. In ***Gurmeet Singh v. Hardev Singh***, 2011 SCC OnLine Del 2962, it is held that an order of injunction can be discharged, varied or set aside by change in circumstance. Further, in ***Bepin Krishna Sur v. Gautam Kumar Sur***, 1981 (85) CWN 393 it is held that the expression 'change in circumstances' is referable to alteration in conditions or events which are pertinent to the injunction matter. When after the injunction is granted, if there is a change in the

relevant circumstances, it might become necessary to discharge, vary or modify after taking into account the subsequent events.

14.8. Accordingly, the *Ad hoc* Arrangement continuing pursuant to orders passed by this Court is required to be discharged in view of the subsequent development of pronouncement of the decision in ***Azure Hospitality*** (*supra*) and ***AL Hamd*** (*supra*).

14.9. The rates / tariff of the Plaintiff are totally at the whims and fancies of the Plaintiff and are opaque and far from being transparent, fair and reasonable. The said rates are completely against the mandate of the Rules 56 and 66(5) of the Copyright Rules, 2013 ("**Rules**"). The Plaintiff has failed to disclose in response to the interrogatories sought by Defendant No. 1 in I.A. 9250/2024 filed in C.O. (COMM.IPD-CR) 4/2024.

14.10. As Defendant No. 1 has already deposited ₹30,00,000/- (Rupees Thirty Lakhs only), out of which ₹17,00,000/- (Rupees Seventeen Lakhs only), no prejudice will be caused to the Plaintiff as the Plaintiff has an excess amount of ₹13,38,000/- (Rupees Thirteen Lakhs Thirty-Eight Thousand only) as per RMPL rates applicable to Defendant No. 1 for playing the sound recordings of the Plaintiff. Defendant No. 1 has already filed I.A. 20757/2025 seeking refund of the excess amount from the Plaintiff and withdrawal of

₹13,00,000/- (Rupees Thirteen Lakhs only) lying deposited before this Court.

14.11. Accordingly, the *Ad hoc* Arrangement ought not to be extended during the pendency of I.A. 7255/2024 and I.A. 20757/2025 as the Plaintiff is adequately protected since the License Fees calculated as per RMPL rates has already been received by the Plaintiff and has an excess amount which is required to be refunded to Defendant No. 1 as prayed in Application being I.A. 20757/2025.

ANALYSIS AND FINDINGS:

15. Considering the submissions made by the learned Senior Counsel for the Parties on the issue of extension of the period for depositing the *ad hoc* License Fees during the pendency of I.A. 7255/2024 and I.A. 20757/2025, it is required to determine the impact and applicability of the decision in ***Azure Hospitality*** (*supra*) to the facts of the present case.

16. Defendant No. 1 has contended that the Plaintiff has no right to conduct the business of issuing licenses as the Plaintiff is not a registered Copyright Society or a member of a registered Copyright Society, i.e., RMPL under Section 33 of the Act. Without prejudice to the said submission, Defendant No. 1 has agreed to pay License Fees to the Plaintiff as per RMPL rates during the pendency of I.A. 7255/2024 and I.A. 20757/2025.

17. Since I.A. 7255/2024 and I.A. 20757/2025 is pending consideration, the *Ad hoc* Arrangement which was directed *vide* order dated 10.04.2024 and continued *vide* subsequent orders dated 19.07.2024, 05.11.2024 and 20.01.2025 is required to be continued until the final disposal of the said

Applications. However, the terms of continuation of the said *Ad hoc* Arrangement are required to be determined in view of the subsequent pronouncement in the case of ***Azure Hospitality*** (*supra*).

18. The order dated 10.04.2024, records the rival contentions of the Parties and in the peculiar circumstances of the case, clarified that the same shall not been treated as a precedent, and directed that the *Ad hoc* Arrangement shall operate without prejudice to the rights and contentions of the Parties till such time I.A. 7255/2024 is finally decided.

19. The said *Ad hoc* Arrangement as directed *vide* order dated 10.04.2024 was further extended for subsequent quarters *vide* orders dated 19.07.2024, 05.11.2024, 20.01.2025, Defendant No. 1 has objected to further continuation of the *Ad hoc* Arrangement after its expiry on 04.05.2025 as per the last extension granted *vide* order dated 20.01.2025 on the ground of subsequent decision in ***Azure Hospitality*** (*supra*), whereby it has been held that the Plaintiff cannot conduct the business of issuing or granting licenses in the sound recordings as the Plaintiff is not a registered Copyright Society by itself or it is not a member of the registered Copyright Society being RMPL.

20. Defendant No. 1 has contended that the ratio and the law laid down in ***Azure Hospitality*** (*supra*) has not been stayed by the Supreme Court and is binding in the facts of the present case. In view of the subsequent developments and change in circumstances, the *Ad Hoc* Arrangement ought not to be continued. In any event, considering the RMPL's rates, the Plaintiff has received an excess amount pursuant to the *Ad hoc* Arrangement which aspect is subject matter of I.A. 20757/2025.

21. Section 33 of the Act provides as under:

"***33. Registration of copyright society.***— *(1) No person or association of persons shall, after coming into force of the Copyright (Amendment) Act, 1994 commence or, carry on the business of issuing or granting licences in respect of any work in which copyright subsists or in respect of any other rights conferred by this Act except under or in accordance with the registration granted under subsection (3):*

Provided that an owner of copyright shall, in his individual capacity, continue to have the right to grant licences in respect of his own works consistent with his obligations as a member of the registered copyright society:

[Provided further that the business of issuing or granting licence in respect of literary, dramatic, musical and artistic works incorporated in a cinematograph films or sound recordings shall be carried out only through a copyright society duly registered under this Act:

Provided also] that a performing rights society functioning in accordance with the provisions of Section 33 on the date immediately before the coming into force of the Copyright (Amendment) Act, 1994 (38 of 1994) shall be deemed to be a copyright society for the purposes of this Chapter and every such society shall get itself registered within a period of one year from the date of commencement of the Copyright (Amendment) Act, 1994.

(2) Any association of persons which fulfils such conditions as may be prescribed may apply for permission to do the business specified in sub-section (1) to the Registrar of Copyrights who shall submit the application to the Central Government.

(3) The Central Government may, having regard to the interests of the authors and other owners of rights under this Act, the interest and convenience of the public and in particular of the groups of persons who are most likely to seek licences in respect of the relevant rights and the ability and professional competence of the applicants, register such association of persons as a copyright society subject to such conditions as may be prescribed:

Provided that the Central Government shall not ordinarily register more than one copyright society to do business in respect of the same class of works.

[(3-A) The registration granted to a copyright society under sub-section (3) shall be for a period of five years and may be

renewed from time to time before the end of every five years on a request in the prescribed form and the Central Government may renew the registration after considering the report of Registrar of Copyrights on the working of the copyright society under Section 36:

Provided that the renewal of the registration of a copyright society shall be subject to the continued collective control of the copyright society being shared with the authors of works in their capacity as owners of copyright or of the right to receive royalty: Provided further that every copyright society already registered before the coming into force of the Copyright (Amendment) Act, 2012 shall get itself registered under this Chapter within a period of one year from the date of commencement of the Copyright (Amendment) Act, 2012.]

Provided further that every copyright society already registered before the coming into force of the Copyright (Amendment) Act, 2012 shall get itself registered under this Chapter within a period of one year from the date of commencement of the Copyright (Amendment) Act, 2012.]

(4) The Central Government may, if it is satisfied that a copyright society is being managed in a manner detrimental to the interest of the [authors and other owners of right] concerned, cancel the registration of such society after such inquiry as may be prescribed.

(5) If the Central Government is of the opinion that in the interest of the [authors and other owners of right] concerned [or for non-compliance of Section 33-A, sub-section (3) of Section 35 and Section 36 or any change carried out in the instrument by which the copyright society is established or incorporated and registered by the Central Government without prior notice to it], it is necessary so to do, it may, by order, suspend the registration of such society pending inquiry for such period not exceeding one year as may be specified in such order under sub-section (4) and that Government shall appoint an administrator to discharge the functions of the copyright society."

22. Defendant No. 1 has relied upon the interpretation of Section 33 of the Act in the context of the Plaintiff itself in ***Azure Hospitality*** (*supra*), wherein it was held that the Plaintiff is not entitled to carry on the business

of issuing or granting licenses in respect of any work unless the Plaintiff is a registered Copyright Society as per the provisions of Section 33 of the Act.

23. Further, Defendant No. 1 has contended that the stay granted by the Supreme Court in the SLP is limited to the payment of the License Fees by Azure Hospitality Pvt. Ltd. to the Plaintiff as per RMPL's rates and the law laid down by ***Azure Hospitality*** (*supra*) has not been stayed during the pendency of the SLP.

24. Accordingly, the decision in ***Azure Hospitality*** (*supra*) disentitles the Plaintiff from charging any License Fees beyond the rates of RMPL. If the rates of RMPL are applied to the facts of the present case, the Plaintiff has already received the excess License Fees pursuant to *Ad hoc* Arrangement and the prayer for refund of the same is subject matter of I.A. 20757/2025.

25. The Plaintiff has contended that the Supreme Court has clarified that the stay granted in the SLP of the direction to pay as per RMPL's rates shall be applicable to *inter se* Parties in the case of ***Azure Hospitality*** (*supra*) and, therefore, the decision in ***Azure Hospitality*** (*supra*) has no applicability to the facts of the present case.

26. The *Ad hoc* Arrangement was directed purely as an interim arrangement during the pendency of I.A. 7255/2024 so that Defendant No. 1 can continue to use the sound recordings of the Plaintiff's repertoire and, at the same time, the Plaintiff is protected by way of deposit of *ad hoc* License Fees, out of which certain amount was permitted to be withdrawn by the Plaintiff. The subsequent pronouncement in ***Azure Hospitality*** (*supra*) creates doubt as to the ability of the Plaintiff to issue license and collect License Fees in absence of registration under Section 33 of the Act.

27. The issue with regard to the applicability of Section 33 of the Act to the Plaintiff is pending before the Supreme Court in the SLP, however, the Supreme Court has only granted a limited stay of the direction contained in Paragraph No. 27 of the decision in ***Azure Hospitality*** (*supra*), which states as under:

> "***27.*** *In accordance with our observations supra, therefore, IA 16777/2022 would stand disposed of with a direction to Azure to make payment to PPL as per the Tariff of RMPL, as displayed on its website, and in accordance with the terms thereof, in the event that Azure intends to play any of the sound recordings forming part of PPL's repertoire in any of its outlets. Azure would both place on record before the learned Single Judge, a three-monthly statement of the payments, if any, so made and received. The payment would be strictly subject to the outcome of CS(Comm) 714/2022.*"

28. The order dated 21.04.2025 passed in SLP by the Supreme Court states as under:

> "*Application seeking exemption from filing a certified copy of the impugned order is allowed.*
>
> *Issue notice, returnable on 21st July, 2025.*
>
> *The impugned directions in terms of paragraph 27 of the impugned order shall remain stayed. We, however, clarify that notwithstanding this order of stay, the order dated 3rd March, 2025 passed by the learned Single Judge will not operate.*"

29. The prayer in Application for Clarification of order dated 21.04.2025 filed by the Plaintiff in SLP before the Supreme Court, states as under:

> "*In view of the aforesaid facts and circumstances, the Applicant/Petitioner most respectfully prays that this Hon'ble Court may be pleased to:*
>
> *a. Issue directions that the order passed in the present matter (including the order passed by this Hon'ble Court, Division Bench and the Single Judge) will only apply inter-se the parties to the and no third party can take the benefit of any of the said orders and use copyrighted works without an appropriate license;*

b. Pass such further orders which this Hon'ble Court may deem fit and proper."

30. The order dated 19.06.2025 passed by the Supreme Court in Application for Clarification of the order dated 21.04.2025 in SLP states as under:

> "*1. We have heard learned counsel for the parties.*
>
> *2. This Interlocutory Application (IA No. 146684/2025 has been filed seeking clarification of the order dated 21.04.2025.*
>
> *3. Order dated 21.04.2025 reads thus:*
>
> > *"Application seeking exemption from filing a certified copy of the impugned order is allowed.*
> >
> > *Issue notice, returnable on 21st July, 2025.*
> >
> > *The impugned directions in terms of paragraph 27 of the impugned order shall remain stayed. We, however, clarify that notwithstanding this order of stay, the order dated 3rd March, 2025 passed by the learned Single Judge will not operate."*

31. From the perusal of the above orders and the prayer made in the Application for Clarification, it is clear that only Paragraph No. 27 of the decision in ***Azure Hospitality*** (*supra*) has been stayed and it is clarified that such stay shall be binding *inter se* the Parties in terms of Prayer made in the Application for Clarification of order dated 21.04.2025.

32. The observations made by the Division Bench in ***Azure Hospitality*** (*supra*) in Paragraph No. 25.5 states as under:

> "***25.5*** *As we have held, there is no embargo on PPL licensing the sound recordings assigned to it and forming part of its repertoire, but, for that purpose, PPL would have either to be a registered copyright society or a member of one. PPL is admittedly not a registered copyright society, though it was one at an earlier point of time. It could, however, still licence the subject sound recordings for playing in the public, but in accordance with the terms of the*

> *copyright society registration which, presently, vests only with RMPL. If PPL were to be a member of RMPL – we note, from the website of RMPL that it has nearly 700 members – it could grant licences to others, such as Azure, to play the sound recordings in which copyright stands assigned to it, but at the Tariff rates applicable to RMPL as per the copyright society registration granted to it under Section 33(3). We find, from the website of RMPL, that these rates are on a monthly basis, and based on the nature of the establishment where the recordings are to be played, apart from other incidental considerations.*"

33. Although Paragraph No. 25.5 above has not been stayed, Paragraph No. 27 of the decision in ***Azure Hospitality*** (*supra*) refers to the observations made *supra*, which includes Paragraph No. 25.5 as well. When Paragraph No. 27 was pursuant to the observations made prior to the said Paragraph and the same having been stayed, the observations in Paragraph No. 25.5 of ***Azure Hospitality*** (*supra*) also remains stayed. Further, the order dated 19.06.2025 refers to Prayer A of the Application for Clarification of order dated 21.04.2025, which mentions that the direction in the orders passed in the SLP and the decision in ***Azure Hospitality*** (*supra*) should apply *inter se* the Parties to the proceedings and no third party can take the benefit of any of the said orders and use copyrighted works without an appropriate license.

34. As the issue with regard to ability of the Plaintiff to issue Licenses without having registration as a Copyright Society granted under Section 33(3) of the Act is *sub judice* before the Supreme Court in the SLP and the applicability of RMPL's rates to the facts of the present case is subject matter of I.A. 20757/2025, which is pending before this Court, the *Ad hoc* Arrangement directed *vide* order dated 10.04.2024 is required to be

continued on the same terms as directed earlier subject to the outcome of I.A. 7255/2024 and I.A. 20757/2025.

35. Accordingly, Defendant No. 1 is directed to deposit a further amount of ₹15,00,000/- (Rupees Fifteen Lakhs only) by way of an *ad hoc* License Fees for the period from 04.05.2025 to 02.02.2026 within a period of two weeks from the date of this order. The Plaintiff is at liberty to withdraw ₹8,00,000 (Rupees Eight Lakhs only) and the balance amount of ₹7,00,000/- (Rupees Seven Lakhs only) shall be kept in an interest-bearing Fixed Deposit by the Registry for a term of one year initially and renewed thereafter.

CS(COMM) 267/2024 & I.A. 20757/2024

36. List for further proceedings on 15.01.2026, the date already fixed.

TEJAS KARIA, J

JANUARY 9, 2026
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