IN THE COURT OF MS. KIRAN BANSAL, DISTRICT JUDGE, COMMERCIAL COURT-02, SHAHDARA DISTRICT, KARKARDOOMA COURTS, DELHI

CS(COMM) NO. 558/22

I N D E X

SL. NOS.	HEADINGS	PAGE NO
1.	Memo of Parties	2 - 3
2.	Plaint	4 - 9
3.	Proceedings	9
4.	Written Statement	9 - 16
5.	Replication	16 - 17
6.	Admission/Denial and Issues framed	17 - 21
7.	Plaintiff's Evidence	21 - 23
8.	Defendant's Evidence	23 - 24
9.	Judgments relied & discussion	24 - 27
10.	Issue-wise findings & Analysis	27 - 82
11.	Relief	82
12.	Annexure A: List of Witnesses	83
13.	Annexure B: List of Documents	83 - 87

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:02:59 +0530

MEMO OF PARTIES

In the matter of:

1. M/s. Vianet Pvt. Ltd. & Anr.

25/6 Ground Floor, Gali No.17

Pandav Road Vishwas Nagar

Shahadra, Delhi-110032

E-mail:- ankitgupta@vianetmedia.com

2. M/s. Shubham Audio Video Pvt. Ltd.

Having its registered office at

25/6 Ground Floor, Gali No.17

Pandav Road Vishwas Nagar

Shahadra, Delhi-110032

Also at:

460/4B, Pandav Road, Block 25A,

Vishwas Nagar, Shahadra, Delhi-110032.

Email:- shubhamaudiovideo@gmail.com

..... Plaintiffs

Versus

1. Sh. Mehmood Hasan

Proprietor of M/s. Golden Eye Record

Having its address at Flat No.437,

Pocket-5, Mayur Vihar Phase-I,

Delhi-110091.

2. M/s. Culture Machine Media Pvt. Ltd.

Having its office at

KIRAN BANSAL Digitally signed by KIRAN BANSAL Date: 2026.09.30 17:03:07 +0530

Technopolis Knowledge Park, 5th Floor,
Quest Coworks, Mahakali Caves Road,
Hanuman Nagar, Andheri East,
Mumbai-400093.

3. Sh. Mohd. Tahir Chishti
Having its residence at:
Town & Post Shergarh, MO Shiv Mandir
Teh Baheri, Shahi Gramin, Shahi,
Bareilly, U.P.-243505.

4. Sh. Anis
Having its residence at:
Chunne Miya, Ward No.12, Distt.
Budaun, Wazirganj, Uttar Pradesh-
202526.

…….Defendants

DATE OF INSTITUTION : 06.10.2022
DATE OF FINAL ARGUMENTS : 25.07.2026
DATE OF JUDGMENT : 30.09.2026

J U D G M E N T

"1. ***A song is just a song, a thing of joy to lighten a dreary evening. That is, till it becomes subject matter of copyright conflict in a court of law, when it suddenly metamorphoses into much more.***

2. ***Copyright vests, in a song, independently in the music, the lyrics, and the sound recording.*** *It is the intricate balance between these copyrights, and their situs, with which we, in this appeal, are concerned."*[1]

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:03:15 +0530

1. Mr. Ilayiaraaja vs Saregama India Limited FAO (OS)(Comm) 52/2025 decided by Hon'ble Delhi High Court on 21.05.2026.

The present case also involves Copyright Dispute with the plaintiff and defendant no.1 in respect of the three songs i.e. **"Patthar Ke Sanam"**, **"Wo Aata Hoga"** and **"Tum Mere Baad Mohobbat Ko"**. **In the boundless expanse of the digital age, where the line between inspiration and infringment is effortlessly blurred and the digital canvas has made the echoing of another's creation as effortless as a whisper and the sacred boundaries of authorship are easily dissolved, the Court has the task to determine the copyright dispute of the abovesaid songs wherein multiple versions of the songs, sung by different singers on various youtube channels are uploaded/published.**

THE PLAINT

1. The plaintiff has filed the present suit for permanent injunction restraining infringement/ passing off of copyright, damages, rendition of account, delivery up etc against the defendant stating that the plaintiff no. 1 is a private limited company duly incorporated under the Companies Act 1956 and is conducting business from 25/6, Ground Floor, Gali No. 17, Pandav Road, Vishwas Nagar, Shahdara, Delhi-110032 and plaintiff no. 2 is also a private limited company carrying on its business from 460/4B, Pandav Road, Block 25A, Vishwas Nagar, Shahdara, Delhi 110032. It is submitted that the present plaint is signed and instituted by Sh. Ankit Gupta who is authorised vide Board Resolution dated 07.09.2022 and 24.09.2022.

2.1 **It is submitted that plaintiff no. 1 entered into a license agreement on 11.06.2018 with one Mohd. Tahir (Defendant no. 3) (Singer) by virtue of which the plaintiff no. 1 became the exclusive right holder of audio, video, satellite and copyrights with regard to the audio, video, songs, games and imagery contents of Mohd. Tahir.** It is averred that after

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:03:22 +0530

obtaining all the rights, the plaintiff no. 1 along with plaintiff no. 2 (sister company of plaintiff no. 1) started uploading and promoting the songs/ videos/ albums/ Ghazals of Mohd. Tahir (Singer) through their Youtube Channels and other platforms. It is stated that the plaintiff no.1 is the rightful license holder of the songs/ videos/ albums/ Ghazals sung by Mohd. Tahir and accordingly the plaintiff no.1 is also the proprietor, as well as the senior/prior promoter and user of the literary work/ artistic work involved in the said songs/ ghazals/ albums/ videos.

2.2. It is stated that the **plaintiff(s) are running two YouTube Channels namely Shree Cassette and Vianet Islamic on** which the songs/ albums/ ghazals including the songs/ videos/ albums/ ghazals namely **"Patthar ke Sanam"**, & **"Wo Aata Hoga"** sung by Mohd. Tahir (Singer) are being uploaded, and **Mohd. Tahir has been receiving the royalty amount as per the License Agreement** and he has also given NOC with regard to song **"Patthar ke sanam"** & **"Wo Aata Hoga"** sung by him and thereafter, plaintiff no. 2 applied for the registration of the said lyrics before the copyright office and **became the registered proprietor of said songs/ videos/ albums/ ghazal vide copyright registration certificate no. L-833338/2019, SR-15068/2020, & L-91447/2020, L-91263/2020.** That in month of June 2022, the defendant no. 2 put its claim with regard to the song namely **"Patthar ke Sanam Tune"**. However, on 20.06.2022, office of plaintiffs had informed the defendant no. 2 that the said song belongs to the plaintiffs and accordingly, request was made by the plaintiffs to remove its illegal claim, however, the defendant no. 2 instead of removing the claim asked the plaintiffs to provide the complete asset details of the said song to cross check. Thereafter, on 21.06.2022, the plaintiff(s) provided all the relevant details pertaining to the said song and also requested defendant no. 2 to ask the defendant no. 1 to produce the relevant document qua the ownership of the said song but a mail dated 30.06.2022 was

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:03:28 +0530

received sent by the defendant no. 2 stating that the track belongs to Golden Eyes i.e. Defendant no. 1 and it was requested to get in touch with the defendant no. 1 to settle the dispute amicably.

2.3. It is submitted that on inquiry, it was revealed that **defendant no. 1 is running two YouTube channels namely Golden Eye True and Golden Eye Studio** and is malafidely and illegally uploading/ publishing/ promoting the songs/ ghazals namely "**Patthar ke sanam**" "**Wo Aata Hoga**" "**Tum Mere Baad Mohobbat ko**" of which the plaintiff no.2 is the registered proprietor as per the abovesaid copyright certificates and is earning illegal profits. It is stated that the imitation is in exactitude of copying in such manner that consumers are bound to be confused/ deceived. However, it is stated that on 17.08.2022, the plaintiffs have also put a strike on the song **"Patthar ke Sanam"** uploaded by defendant no. 1, however, it is submitted that YouTube has reinstated the said song on 01.09.2022.

2.4. It is averred that the act of the defendant(s) not only violates the rights vested in the plaintiff qua the contents/ literary works but are also violating the rights vested of the plaintiff's YouTube channel. It is submitted that the acts of the defendant amount to violation of copyright and misrepresentation to the world at large causing confusion and it is pertinent to note that the same also prejudices the economic interest of the plaintiffs, as it impacts the goodwill and reputation of the plaintiff in the market for the distribution and licensing of plaintiff's copyrighted contents.

2.5. The plaintiff has issued a legal notice on 11.07.2022, calling upon to immediately cease and desist from storing/ hosting, streaming/ communicating to the public, syncing, digitally transmitting and making available for use, the sound recordings belonging to the plaintiff without sharing profits earned from the monetization of the same. It is stated that defendant no. 1 vide its reply dated 13.08.2022 denied the allegations and

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:03:35 +0530

stated that the defendant no. 1 had uploaded the impugned song/ music on his Youtube Channel on 12.12.2019 and he is the rightful owner of the said song. Defendant no.2 sent a separate reply dated 15.07.2022 and denied the allegations.

2.6. It is submitted that the abovesaid illegal activities on the part of the defendants are causing irreparable loss/ injury to the reputation/ goodwill/ business of the plaintiff's companies which can not be compensated in terms of money. It is further submitted that if the defendant(s) are not injuncted from doing such activities then the other third parties may also be encouraged to infringe the plaintiff's rights which will further lead to injury to the plaintiff.

2.7. As far as cause of action is concerned, it is stated that it firstly arose in June 2022 when the defendant no. 2 put its claim with regard to the song namely **"Patthar Ke Sanam Tune"**. It further arose when the defendant illegally and unlawfully uploaded and promoted the songs/ videos/ ghazals of which the plaintiffs are the lawful owner by the virtue of License Agreement. It further arose when the plaintiff no. 1 issued the legal notice and the defendants sent their reply denying the allegations made by the plaintiff. It further arose on 17.08.2022 when the plaintiff(s) put a strike on the song "**Patthar ke Sanam"** uploaded by defendant no. 1 on its YouTube Channel, **"Golden Eye Studio"**. It is stated to be still continuing as the defendants are still involved in the promoting/ publishing/ uploading the contents/ songs/ videos/ ghazals through their Youtube channels.

2.8. Present court is stated to have jurisdiction to try, entertain and adjudicate upon the present matter as the registered office of the plaintiffs companies are situated within the territorial jurisdiction of this Hon'ble court and the plaintiff companies are also carrying on the business within the jurisdiction of this court. It is further stated that the public/ viewers residing within the jurisdiction of this Hon'ble court are also watching/ seeing the

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:03:43 +0530

songs/ videos/ ghazals/ contents on defendant's Youtube channel. It is also stated that the cause of action has also arisen within the jurisdiction of this Hon'ble court as the agreement dated 11.06.18 was executed between the plaintiff no. 1 and Mohd. Tahir at the office of plaintiff no. 1.

2.9. Prayer has been made as follows:

a. To restrain the defendants, their proprietors, partners directors, agents servants, distributors and or anyone acting on their behalf from uploading/ publishing/ promoting the songs/ videos/ albums/ contents of the plaintiffs the songs/ Ghazals namely **"Patthar ke sanam"**,**"Wo Aata hoga"** & **"Tum Mere Baad Mohobbat ko"** on their Youtube Channel namely **Golden Eye True** and **Golden Eye Studio or another platform** which results in infringement and passing off of the plaintiff's copyright.

b. To direct the defendants, their proprietors, partners, directors, Agents, Servants, distributors, and or anyone acting on their behalf to immediately take down/ remove the songs/ videos/ ghazals/ contents from their YouTube channels.

c. For an order for delivery by the defendants to the songs/ videos/ ghazals of the plaintiffs being run on channels namely Golden Eye True and Golden Eye Studio of the defendants and also account books and other incriminating materials under the possession and control of the defendants for destruction or erasure purposes.

d. To pass a decree of damages for a sum of Rs. 10,00,000/- in favour of the plaintiffs and against the defendants on account of loss to the business and reputation caused to the plaintiffs by

KIRAN BANSAL Digitally signed by KIRAN BANSAL Date: 2026.09.30 17:03:49 +0530

illegally and unlawfully uploading the songs/ videos/ albums of the plaintiffs by the defendants on their YouTube channels.

e. For an order for costs of the proceedings in favour of the plaintiffs and against the defendants.

2.10. The plaint is accompanied by affidavit and statement of truth of Sh. Ankit Gupta, AR of the plaintiff.

PROCCEDINGS IN THE SUIT

3.1 Initially, the suit was filed only against defendant no.1 and 2 and summons of the suit were directed to be issued vide order dated 18.10.2022. The defendant no. 1 was served on 01.11.2022 and defendant no. 2 was served on 29.10.2022. **Vide order dated 07.02.2023, the Court observed that both the parties were claiming their respective rights through one Mohd. Tahir, the singer and Mr. Anees, the lyricist of the songs and hence Mohd. Tahir and Mr. Anees are proper parties and they were directed to be impleaded as a party i.e. defendant no.3 and 4 to the present suit.** Thereafter, separate written statement were filed by the defendant no. 3 and 4.

3.2 **It is also pertinent to mention here that the alleged music composers of the said songs are not a party to the present suit and neither the plaintiff nor the defendant took any steps to implead them as party to the suit nor summoned them as witness during trial. Also as per the plaintiff, the music composer of all the three songs is Sh. Raju Khan whereas as per defendant no.1 the music composer is Sh. Satish Arpit.**

WRITTEN STATEMENT OF DEFENDANT NO. 1

4.1 The defendant no.1 has filed the WS to the plaint stating that the present suit is not maintainable as the plaintiff has not approached the court with clean hands and has also concealed the material facts from this Hon'ble court. It is averred that the plaintiff put its claim with regard to the song **"Patthar ke Sanam"** on 10.07.2020 of which the defendant no. 1 is the

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:03:57 +0530

rightful owner by virtue of License Agreement dated 23.11.2017. It is submitted that the defendant no. 1 showed the plaintiff all the copyright documents related to the above said song, after which the plaintiff withdrew the copyright claim on 14.07.2020.

4.2. It is submitted that the defendant no.1 is the sole and absolute owner of the songs namely **"Tum Mere Baad Mohabbat Ko"**, **"Patthar Ke Sanam"** & **"Wo Aata Hoga"** as the same were recorded by the defendant no.1 on 10.06.2017, 24.11.2017 and 25.11.2017. The song **"Tum Mere Baad Mohabbat Ko"**, was written and composed by the Defendant no. 1 and that for the said song, the defendant no.1 had entered into an agreement i.e. Audio Video recording agreement between singer and management respectively dated 10.06.2017 which were duly signed by the Defendant No. 1 and Singer Sh. Mohd. Tahir @ Tahir Chisti. With respect to the songs **"Patthar ke Sanam"** and **"Wo Aata Hoga"**, the defendant no.1 had entered into an agreement i.e. Audio/Video recording agreement between singer and management respectively dated **23.11.2017** which was duly signed by the defendant no.1 and **Singer Sh. Mohd. Tahir @ Tahir Chisti**. It is further submitted that qua the songs **"Patthar ke sanam"** and **"Wo Aata Hoga"**, answering defendant has entered into an agreement i.e. audio/ video recording agreement between writer and management dated **10.10.2017** which were duly signed by defendant no.1 and **writer Sh. Anis**. It is further stated that for the songs **"Patthar ke sanam"** & **"Wo Aata Hoga"**, the defendant no.1 has entered into an agreement i.e. audio/video recording agreement between the **music director** and management dated **30.10.2017** which were duly signed by the defendant no.1 and **Music Director Sh. Satish Arpit**. It is stated that video for songs was prepared by the defendant no.1 on 15.06.2017 and the video for **"Tum Mere baad Mohabbat Ko"** was prepared by defendant no.1 of which shooting was done at outdoor location at Manali. In the video of song

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:04:04 +0530

“Patthar ke Sanam”, the defendant has himself acted and lip sing, moreover, the video was prepared by Defendant no.1, on 06.12.2019. Furthermore, it is stated that the video of the song **“Wo Aata Hoga”** was prepared by defendant no.1 on 15.01.2020 and he himself used his pic as Thumbnail pic. It is further stated that the defendant no.1 has released all the songs before the plaintiff as per the details below:-

S. No.	Title of Songs	Released by Defendant no. 1	Released by Plaintiff
1.	Tum Mere Baad Mohabbat	24.06.2017	11.07.2019
2.	Patthar Ke Sanam	12.12.2019	28.01.2020
3.	Wo Aata Hoga	15.01.2020	11.02.2020

4.3. It is also submitted that the **defendant no. 1 executed two agreements dated 10.06.2017 and 23.11.2017 with singer Sh. Mohd. Tahir @ Tahir Chisti and thereby the defendant no.1 has exclusive rights in respect of above said songs.** It is also averred that the defendant no.1 has also executed one **agreement dated 10.10.2017 with writer Sh. Anis**, whereby the defendant no.1 has exclusive right in respect of the aforesaid songs. Moreover, the song **“Tum Mere Baad Mohabbat ko” is written and composed by Defendant no. 1**. It is submitted that the defendant no.1 duly abided by the terms and condition of the agreement executed between the Defendant no.1 and Mohd. Tahir and is regularly paying the amount except for the agreement 19.02.2020. It is stated that the Defendant No.1 paid Rs.10,000/- to Mohd. Tahir through cheque which was encashed before recording the songs and the same was written on the letter head of defendant no.1. **As per defendant no.1,**

KIRAN BANSAL Digitally signed by KIRAN BANSAL Date: 2026.09.30 17:04:11 +0530

if the plaintiff alleges that Mohd. Tahir has also made an agreement with the plaintiff then Mohd. Tahir is solely responsible for any loss/damage to the plaintiff. Defendant no.1 has further stated that Sh. Anees had also given NOC dt. 25.01.2020 to the plaintiff in respect of the two songs i.e. **"Patthar ke Sanam"** and **"Wo Aata Hoga"** despite the fact that Mr. Anees had already executed an agreement in respect of the two songs on 10.10.2017 and Mr. Anees had received the entire agreement amount from defendant no.1 and thereafter on 29.11.2020 Sh. Anees had demanded one gift from defendant no.1 and a mobile phone of Vivo worth Rs.11,000/- was given to Mr. Anees by defendant no.1.

4.4. It is submitted that song **"Tum Mere Baad Mohabbat ko"** was written by the Defendant no.1 in the year 2017 and same was released on 16.06.2017 on Youtube platform namely Golden eye True and despite that **Sh. Salim Javed issued NOCs to the plaintiff on 17.06.2019 and 14.01.2020 in respect of above said songs.** It has been contended that the plaintiff has concealed the facts of the case in order to get the copyright registration and the present suit is nothing but blatant misuse of process of law and is liable to be dismissed. It is stated that Sh. Salim Javed had already given NOCs to the plaintiff and if any loss has occurred to the plaintiff then Sh. Salim Javed is solely responsible for the same. Defendant has also stated that the defendant is in the process of challenging the copyright bearing Copyright No. L-833338/2019 & L-91447/2022.

4.5. On merits, it has been contended that defendant no.1 is not partner of defendant no.2 and it is submitted that defendant no.1 is sole and absolute owner of the songs namely **"Patthar ke Sanam"**, **"Wo Aata Hoga"** and **"Tum mere baad mohabbat ko"**. Rest of the contents of the plaint are denied by the defendant and the contents of the preliminary objection of the

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:04:19 +0530

WS has been reiterated and prayer has been made to dismiss the suit of the plaintiff.

WRITTEN STATEMENT OF DEFENDANT NO. 2

5.1 The defendant no. 2 in his WS has stated that defendant no.2 is a company incorporated under Companies Act, 1956 having office at 5th Floor, Technopolis Knowledge park, Andheri (E), Mumbai- 400 093 and is also conducting the business of content management and is a content manager for content hosting services for Google, including Youtube. It is stated that Pursuant to Digiline Novation Agreement, the Youtube channels of Digiline were linked with the content channel network of defendant no.2 **and only one of defendant's channel i.e. Golden Eye Studio is managed by the Defendant no. 2, however the ownership remains with the Defendant no.1.**

5.2. It is submitted by the defendant no. 2 that they are not liable for any alleged copyright infringement. It is submitted that the plaintiff had raised the issue with respect to the song **"Patthar ke Sanam"** in May 2022 and defendant no. 1 informed the defendant no. 2 that he was the owner of the said songs. **Further, it is submitted that defendant no.2 also manages the channels of plaintiff no.1 and therefore, to amicable settle the dispute, the defendant no. 2 called upon the plaintiff to provide asset details.** However, there was no response from the plaintiff no.1 and once again this issue was raised in June 2022 and it was communicated by the answering defendant that issue should be solved by plaintiff no.1 and defendant no.1. Defendant no.2 has stated that they are not the owner of the copyright and that plaintiff is twisting the words of the defendant to suit its convenience. Rest of the contents of the plaint are denied by defendant no.2 and prayer has been made to dismiss the suit of the plaintiff qua the answering defendant.

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:04:27 +0530

WRITTEN STATEMENT OF DEFENDANT NO. 3 Mohd. Tahir @ Tahir Chisti (Singer)

6.1 It is submitted by the defendant no.3 that the suit of the plaintiff is not maintainable as the title of the literary work **"Kaun Duniya mei Mere Yaar Ke"** which the defendant no.4 had given to the plaintiff was duly signed by the defendant no.4 and the document filed by the plaintiff regarding the said impugned literary work has different lyrics. As far as the song **"Wo Aata Hoga"** is concerned, the defendant no.4 had written and given to the defendant no. 1. It is also submitted that the suit of the plaintiff is also not maintainable as per clause 7 of agreement i.e. Representation and Warranties which provides*"(c) The Licensor shall ensure a clear right of distribution for the content and will take all such action, including legal and statutory remedies at its own cost throughout the territory at the request of the licensee, to ensure that the licensee is able to give effect to its rights within this agreement."*

6.2. It is stated that the present suit is not maintainable as per agreement dated 11.06.2018 between the plaintiff and defendant no.3, which gives no right to plaintiff to initiate legal proceedings against the defendant no.1.

6.3. It is submitted that **defendant no.3 had provided services as singer to defendant no.1 in 2017** and had sung songs **"Tum Mere Baad"** for **live performance** and **"Pathar Ke Sanam"** and **"Wo Ata Hoga"** in the year 2017 as singer artist. It is stated that defendant no.3 has never sung the impugned songs **"Tum Mere Baad Mohabbat ko"** for the plaintiff and it is submitted that the song **"Tum Mere Baad Mohabbat ko"** was already released by the plaintiffs before entering the agreement dated 11.06.2018.

6.4. It is submitted that the NOC dated 14.01.2020 signed by the defendant no.3 as a singer of sound work, had different lyrics on the paper and does not match with the current paper of lyrics work filed by the plaintiff and

KIRAN BANSAL Digitally signed by KIRAN BANSAL Date: 2026.09.30 17:04:33 +0530

the songs **“Patthar ke sanam”** & **“Kaun Hai duniya main mere yaar ke”** was sung by answering defendant for defendant no.1 in 2017.

6.5. **Defendant No.3 did not denied that the plaintiff no.1 and the defendant no.3 had entered into agreement dated 11.06.2018 and that the plaintiff is the rightful license holder of the songs/ video/albums/ ghazals sung/ rendered by Tahir.** As per defendant no.3, impugned song **“Patthar ke Sanam”** has different lyrics from those which the answering defendant has sung and that the song **“Wo Aata Hoga”** was sung by the defendant no.3 for defendant no.1 in 2017. **It is also submitted that the defendant no.3 Singer was not receiving the royalty amount from the plaintiff as per License Agreement**. Rest of the contents of the plaint are denied and are not repeated here for sake of brevity. Prayer has been made to dismiss the suit of the plaintiff.

WRITTEN STATEMENT OF DEFENDANT NO. 4 (Lyricist)

7.1 It is submitted by the answering defendant that he has not given the literary work mentioned titled **“Patthar ke Sanam Tune”** typed script which has been filed by the plaintiff and it also does not bear the signatures of the defendant no.4 and the word “Tune” is added/ overwritten by the plaintiff. It is submitted that the literary work **“Patthar ke Sanam”** which the defendant no.4 had given to the plaintiff, was duly signed by the defendant no.4 and the document filed by the plaintiff has totally different lyrics and further the same has not been written by the defendant no.4. **It is submitted that the impugned literary works belongs to the defendant no.1 as it was firstly recorded in the voice of the defendant no.3 and then it was released on Youtube before uploading of the same by the plaintiff.**

7.2. It is also submitted that the NOC filed by the plaintiff is also manipulated as the signatures on the **NOC was duly signed by the defendant no.4** but the defendant no.4 has not added the word “Tune” on the NOC and

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:04:40 +0530

the same was done without the answering defendant's knowledge. As per defendant no.4, the plaintiff got the registration certificate for the songs **"Kaun Duniya Mein Mere Yaar Ke"** and **"Pathar Ke Sanam"** by misleading defendant no.4.

7.3. As far as the song **"Kaun Duniya Mei Mere Yaar"** is concerned, the typed script filed by the plaintiff does not bear the signatures of the defendant no.4 and the document filed by the plaintiff bears completely different lyrics. The song **"Wo Aata Hoga"** was written by the answering defendant and given to the defendant no.1.

7.4. It has been further submitted that the literary work **"Patthar ke sanam"** belongs to the defendant no. 1 and the same has been given to the defendant no.1 as per the agreement dated 10.10.2017 and same was signed by the defendant no.4. It is stated that the suit of the plaintiff is not maintainable as plaintiff did not comply with Section 19 of The Copyright Act as he did not enter into an assignment agreement with defendant no. 4.

7.5. It has been stated that defendant no.4 has entered into an agreement dated 10.10.2017 with the defendant no.1 and the defendant no.4 had written **"Patthar Ke sanam"** and **"Wo Aata Hoga"** for the defendant no.1. On the other hand, it is submitted that as far as the songs **"Patthar ke Sanam"** and **"Kaun Hai Duniya mein Mere Yaar ke"** are concerned, the said songs are different from the one claimed by the plaintiff to be his. Rest of the contents of the plaint have been denied by the defendant no.4 and are not repeated here for sake of brevity. Prayer has been made to dismiss the suit of the plaintiff.

REPLICATION BY PLAINTIFF TO THE WS FILED BY DEFENDANT NO. 1

8.1 It is stated that the written statement filed by defendant no.1 is totally misconceived, false and grave abuse of process of law. It is submitted

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:04:47 +0530

that there is no justification for the defendant no.1 to use the songs as stated in the plaint and that he is malafidely and illegally publishing/ promoting the songs/ ghazals namely **"Patthar ke sanam"**, **"Wo Ata Hoga"** and **"Tum mere baad Mohabbat ko"** of which the plaintiff no.2 is the proprietor of the said songs/ ghazals and the plaintiffs have exclusive rights on the audio, video, satellite and copyright with regard to the said contents.

8.2. It is submitted that despite order dated 18.10.2022 passed by the Hon'ble court and compliance made by plaintiff as per provision of order 39 rule 3 CPC, the defendants are still uploading, publishing, promoting the songs/ videos/ albums/ ghazals/ contents of the plaintiffs. It is submitted that there is no concealment of material fact by the plaintiffs. The plaintiff has submitted that the defendant has copied the song **"Tum Mere Baad Mohabbat ko" which was sung by Mr. Salim Javed, who is original writer as well as singer of said song**, however, the said fact is concealed by the defendant and is trying to misled this Hon'ble court by misleading himself to be writer as well as composer of the said song in the year 2017.

8.3. **It is submitted that the agreement dated 10.10.2017 with Sh. Anis is forged and fabricated and have not been made on the proper stamp paper which is indicative of the malafide on the part of defendant no.1.** Rest of the contents of the WS has been denied and contents of the plaint are reiterated and reaffirmed and the same are not repeated herein for sake of brevity.

Plaintiff has not filed replication to the WS filed by remaining defendants.

ADMISSION/ DENIAL BY THE PARTIES

9.1 The defendant no.1 in his affidavit of admission/denial of documents has admitted the contents, execution, custody of the following documents of the plaintiff i.e.

KIRAN BANSAL Digitally signed by KIRAN BANSAL Date: 2026.09.30 17:04:54 +0530

i. **You tube Channel of the plaintiffs** along with content details is **Ex.P1**;

ii. **Legal Notice sent by plaintiff no. 1** along with postal receipts and reply sent by defendant no.1 is **Ex.P2**;

iii. **You tube Channel of the defendant no.1** along with contents/songs details is **Ex.P3**;

9.2. The defendant no.2 in his affidavit of admission/denial of documents has admitted the contents, execution, custody of the following documents of the plaintiff i.e.

i. **Email exchange between the parties is Ex.P4**;

ii. **Legal Notice sent by the plaintiff no.1** along with postal receipts and reply sent by the defendants is partly admitted is **Ex.P2**;

iii. **Youtube Channel of the defendants** along with contents/songs details admitted to the extent of its existence is **Ex.P3**;

9.3. The defendant no.3 in his affidavit of admission/denial of documents has admitted the contents, execution, custody of the following documents of the plaintiff i.e.

i. **License Agreement dated 11.06.2018** entered between plaintiff no. 1 and Mohd. Tahir is **Ex.P5**;

ii. **Copyright Certificates along with NOCs is partly admitted Ex.P6**;

iii. Youtube Channel of the plaintiffs is Ex.P1;

iv. Youtube Channel of the defendant no.1 along with contents/song details Ex.P3

9.4. The defendant no.4 in his affidavit of admission/denial of documents has admitted the contents, execution, custody of the following documents of the plaintiff i.e.

i. **Copyright Certificates along with NOCs is partly admitted Ex.P6**;

ii. Youtube Channel of the plaintiffs is Ex.P1;

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:05:00 +0530

iii. Youtube Channel of the defendant no.1 along with contents/song details is Ex.P3

9.5. The plaintiff in his affidavit of admission/denial of documents has admitted the existence of the following documents of the defendant no.1 i.e.

i. **Screenshot of Youtube Channel** showing the song **"Tum mere baad mohobbat ko"** is **Ex.D1/1**;

ii. **Screenshot of Youtube Channel** showing the song **"Patthar ke Sanam"** is **Ex.D1/2**;

iii. **Screenshot of Youtube Channel** showing the song **"Woh Ata Hoga"** is **Ex.D1/3**;

iv. Correctness as well as existence of document i.e. copy of the Screenshot showing registration of the song **"Tum Mera Baad"** registered in the name of Salim Javed registered by the plaintiff vide ROC No.L-83423/2019, dated 26.06.2019 is admitted Ex.D1/4;

v. Screenshot showing copyright claim given by the plaintiff of said song **"Patthar ke Sanam"** on 10.07.2020 is Ex.D1/5.

9.6. The plaintiff in his affidavit of admission/denial of documents has admitted the correctness, existence, custody and execution of document of the defendant no.2 i.e. i. Copy of the Youtube Channel Management Agreement dated 23.11.2015 is Ex.D2/1;

9.7. The plaintiff in his affidavit of admission/denial of documents has admitted the correctness, existence and custody of the following documents of the defendant no.3 i.e.

i. Youtube Channel of the plaintiffs namely Team Films Bhojpuri showing the the song **"Tum mere baad mohobbat ko"** sung by Tahir Chisti dated 29.03.2018 is Ex.D3/1;

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:05:06 +0530

ii. Youtube Channel of the plaintiffs namely Shree Cassettes showing the song **"Tum mere baad mohobbat ko"** sung by Tahir Chisti dated 29.03.2018 along with content details is Ex.D3/2;

iii. Youtube Channel of the plaintiffs namely Team Films showing the song **"Tum mere baad mohobbat ko"** sung by Tahir Chisti dated 05.04.2018 is Ex.D3/3;

iv. Youtube Channel of the plaintiffs namely Vianet Islamic showing the song **"Tum mere baad mohobbat ko"** sung by Deepika Ojha along with content details is Ex.D3/4;

ISSUES FRAMED

10. Since pleadings of the parties were complete, thus, vide order dated 18.11.2023 following issues were framed for consideration:

> ***Issue no. 1: Whether the plaintiff is entitled to the relief of permanent injunction on account of infringement and passing off of the plaintiff's copyright by the defendants? OPP***
>
> ***Issue no. 2: Whether the plaintiff is entitled to restrain the defendants or anyone on their behalf from uploading /publishing / promoting the songs / videos / albums / contents of the plaintiffs' song / ghazals namely "Pathar ke Sanam", "Wo Aata Hoga" & "Tum Mere Baad Mohobat Ko" on defendants YouTube Channels namely GOLDEN EYE TRUE and GOLDEN EYE STUDIO or any other platform / Youtube channel as prayed in para (a) of the prayer clause? OPP.***
>
> ***Issue no. 3: Whether the defendants are liable to take down / remove the songs / videos / ghazals / contents of the plaintiffs from defendants Youtube channels as prayed in para (b) of the prayer clause? OPP.***

KIRAN BANSAL Digitally signed by KIRAN BANSAL Date: 2026.09.30 17:05:14 +0530

Issue no. 4: Whether the plaintiff is entitled for an order of delivery up of all the impugned channels, account books and other incriminating material by the defendants on the channels GOLDEN EYE TRUE and GOLDEN EYE STUDIO as prayed in para (c) of the prayer clause? OPP.

Issue no. 5: Whether the plaintiff is entitled to damages in his favour and against the defendant on account of loss of business and reputation and if so, for what amount? OPP.

Issue no. 6: Whether the plaint does not disclose any cause of action in favour of the plaintiff and against the defendants? OPD.

Issue no. 7: Whether the defendant no.1 is the sole and absolute owner of the songs "Tum mera baad mohobat ko", Pathar ke Sanam and "Wo Aata Hoga"? OPD.

Issue no. 8: Relief.

PLAINTIFF'S EVIDENCE

11.1 Plaintiff in support of his case has examined Sh. Ankit Gupta Director of M/s Vianet Media Pvt Ltd, and also AR of M/s Shubham Audio Video Pvt Ltd. who tendered his evidence by way of affidavit Ex. PW1/A and relied upon following documents:

- Digital Copy of Certificate of the incorporation of the plaintiff no.1 as Mark-1.
- Copy of Certificate of the incorporation of the plaintiff no.2 as Mark-2.
- The Articles of Association and Memorandum of Association of the plaintiff as Mark-3.
- The Articles of Association and Memorandum of Association of the plaintiff no.2 as Mark-4.
- The Board Resolutions dated 07.09.2022 as Mark-5. (Page No. 1)

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:05:20 +0530

- The Board Resolutions dated 24.09.2022 as Ex-PW-1/1.
- The YouTube Channel of the plaintiffs along with the content details uploaded by the plaintiffs (admitted by the defendant no.1, defendant no.3 and defendant no.4) as Ex-P-1.
- The Legal notice sent by plaintiff no.1 alongwith postal receipts and reply sent by defendant no.1 and defendant no.2 is already exhibited as Ex-P-2.
- The YouTube channel of defendant no.1 along with contents/songs details is admitted by defendant no.1, defendant no.3 and defendant no.4. However, the same has been admitted to the extent of its existence by Defendant no.2 as Ex-P-3.
- The E-mail exchanges between the parties (admitted by defendant no.2) as Ex-P-4
- The License agreement dated 11.06.2018 between plaintiff no. 1 and Mohd. Tahir i.e. defendant no.3 as Ex-P-5.
- The copyright certificate along with NOC's (partly admitted by defendant no.3) as Ex-P-6 (page no. 38, 40, 41, 43, 44, 49, 51 & 53) (OSR) rest pages are copies and are marked as Mark- 6 to Mark-13)
- Order XI Rule 6 Sub rule 3 of the CCA, 2015, as well as certificate under 65B of the I E Act 1872 as Ex-PW-1/2.

11.2. A summoned witness, Sh. Pankaj Kumar Pandey examiner of Trademark, GI and copyright, Boudhik Sampada Bhawan, was examined as PW-2 who proved certified copies with regard to copyright reg. certificate NO. L-91447/2020 dated 27.05.2020 as Ex. PW2/A, certificate registration no. L-83338/2019 dated 17.06.2019 as Ex. PW2/B, certificate registration no. SR-15068/2020 dated 02.11.2020 as Ex. PW2/C and certificate registration no. L-91263/2020 dated 18.05.2020 as Ex. PW2/D.

KIRAN BANSAL Digitally signed by KIRAN BANSAL Date: 2026.09.30 17:05:26 +0530

11.3. Defendant no.3 and 4 did not examined themselves as witnesses nor filed their Evidence Affidavit. However, plaintiff moved an application for examination of defendant no.3 and 4 as witnesses, which was allowed vide order dated 07.10.2024.

11.4. The plaintiff has examined Defendant no. 3, Sh. Mohd. Tahir (Singer) as PW-3.

11.5. The plaintiff has also examined as Defendant no. 4, Sh. Anis (Lyricist) as PW-4.

All the witnesses were duly cross examined by the ld. counsel for the defendant and thereafter, the PE was closed upon the statement of AR of the plaintiff.

DEFENDANT'S EVIDENCE

12. In rebuttal, defendant no.1 has examined himself as DW-1 and tendered his evidence by way of affidavit Ex.DW1/A.

DW-1 has relied upon following documents:-

- Screenshot of Youtube Channel showing the song "Tum mere bad mohbat ko" is Ex.DW1/1;
- Agreement executed between Sh. Mohd. Tahir and defendant no.1 dated 10.06.2017 is Ex.DW1/2;
- Screenshot of Youtube Channel showing the song "Pathar Ke Sanam" is Ex.DW1/3;
- Agreement executed between Sh. Anis and Defendant no.1 dated 10.10.2017 is Ex.DW1/4;
- Agreement executed between Sh. Mohd. Tahir and Defendant no.1 dated 23.11.2017 is Ex.DW1/5;
- Agreement executed between Sh. Satish Arpit and defendant no.1 dated 31.10.2017 is Ex.DW1/6;
- Screenshot of Whatsapp message between Anis and

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:05:33 +0530

Defendant no.1 dated 29.09.2020 is Ex.DW1/7;

- Mobile bill dated 12.11.2020 in respect of mobile gifted by defendant no.1 to Sh. Anis is Ex.DW1/8;
- Screenshot of Whatsapp message between Sh. Anis and Defendant no.1 dated 26.03.2022 is Ex.DW1/9;
- Screenshot of Youtube channel showing the song **"Wo Aata Hoga"** is Ex.DW1/10;
- Songs **"Wo Aata Hoga"** written by Mohd. Tahir in his own handwriting in the letter head of the Defendant No. 1 is EX. DW-1/11;
- Bank statement showing that Defendant No.1 transferred sum of Rs.10,000/- in the account of Mohd. Tahir dated 19.2.2022 is EX. DW-1/12;
- Copy of the screenshot showing registration of the song **"Tum Mere Baad"** registered in the name of Salim Javed registered by the plaintiff vide ROC NO. L-83423/2019 dated 20.06.2019 is EX. DW-1/13;
- Screenshot showing copyright claim given by the plaintiff of said song **"Pathhar Ke Sanam"** dt. 10.07.2020 is Ex.DW1/14.

DW-1 was duly cross-examined by the Ld. Counsel for plaintiff and thereafter, defendant closed DE on 06.05.2024.

JUDGMENTS RELIED UPON AND ITS DISCUSSION

13. Ld. Counsel for the defendant has relied upon following documents in support of his contentions:

a) Saregama India Ltd vs Suresh Jindal and Ors AIR 2006 CAL 340

b) K A Venugopal Setty vs Dr. Suryakantha U. Kamath AIR 1992 KANT

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:05:40 +0530

1

c) ***Mt. Savitri Devi vs Dwarka Prasad Bhatya and Anr AIR 1939 ALL 305***

d) ***Susiah vs S. Muniswamy AIR 1996 MAD 175***

e) ***Indian Performing Right Society Ltd vs Eastern India Motion Pictures Association 1977 SCC (2) 820***

14. At this stage, it would be pertinent to discuss the above said judgements, which is as follows:

a) ***Saregama India Ltd vs Suresh Jindal:*** In this case, the petitioner has filed an application for restraining the respondent from selling any records or cassettes, discs or any other sound recording in respect of films produced by respondent no. 1 during the currency of agreement which are the subject matter of the said case. The ld. counsel for the defendant has restricted his reliance only to the aspect of assignment of copyright. In the said case, it was held by Hon'ble HC that assignment of copyright can only be made in writing signed by the assignee and such agreement should specify the rights assigned and the duration and territorial extent of such assignment and if no period is mentioned in the agreement then the period would be deemed to be five years from date of assignment. It was further observed that if there is an assignment of dramatic, literary and musical work of film including the sound recordings then it would amount to an assignment of copyright just because the agreement does not mention that the copyright has been assigned it would not cease to become an assignment of copyright, if the intention of parties is otherwise expressly stated.

b) ***K A Venugopal Setty vs Dr. Suryakantha U. Kamath*****:** In this case, the respondent/ plaintiff had filed a suit for permanent injunction restraining

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:05:46 +0530

the defendant from further printing and publishing the book titled "A Concise History of Karnataka". It was submitted by the plaintiff that he was the author of the book and had not assigned the copyright to the defendant but has only given the manuscript for printing it and thus, defendant was not entitled to publish the book without assignment of the copyright. On the other hand, the defendant resisted the suit stating that there was an oral complete agreement between the plaintiff and the defendant in which the plaintiff agreed to assign the copy right. In the said case also, the Hon'ble HC has held that in view of Section 19 of the Copyright Act, assignment of copyright must be in writing and signed by the assignor or his duly authorised agent and no other mode of the assignment is valid.

c) ***Mt. Savitri Devi vs Dwarka Prasad Bhatya:*** In this case, the dispute pertains to the copyright of a Hindi Book named Abhinava Nighnatu, a book on Indian Materia Mediea. The ld. counsel for the defendant has relied upon this judgement to submit that the assignment deed does not requires compulsory registration. In the said case, it was held that there is no provision in English Act making registration of a deed of assignment compulsory and thus, it was held that registration of a deed of assignment of copyright is not compulsory. Since the case is of prior to the enactment of Copyright Act, thus, it would have to be seen it in light of the Section 19 of the Copyright Act which is dealt later.

d) ***A. Susiah vs S. Muniswamy:*** In this case, appellant had filed an appeal against the acquittal of the respondent under section 63 of the Copyright Act, 1957. In the said case also, Hon'ble Madras HC has held that mode of such assignment is as laid down under section 19 of The Copyright Act i.e. it should be in writing and signed by the assignor or his duly

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:05:53 +0530

authorised signature and unless this was done, no assignment of the Copyright in any work shall be valid.

e) ***Indian Performing Rights Society Ltd vs Eastern India Motion Pictures Association:*** The issue in this case was *"whether in view of the provisions of the Copyright Act, 1957, an existing and future rights of music….. composer, lyricist is capable of assignment and whether the producer of a cinematograph film can defeat the same by engaging the same person."*. The ld. counsel for the defendant is relying only on the observation of the Hon'ble SC that assignment u/s 19 of the Copyright Act has to be in writing and signed by the assignor or his agent.

ISSUE WISE FINDINGS AND ANALYSIS

15. The court has heard ld. counsel for the plaintiff as well as counsel for defendant and have also gone through the record of the case. The court has perused the written submissions filed by both the petitioner and the defendant. The issue wise findings are as follows:

Since issue(s) no. 1, 2 and 3 are inter-related and involves issues forming the core of the dispute i.e. ownership of the impugned songs, thus, they are being taken up together.

Issue no. 1: Whether the plaintiff is entitled to the relief of permanent injunction on account of infringement and passing off of the plaintiff's copyright by the defendants? OPP

AND

Issue no. 2: Whether the plaintiff is entitled to restrain the defendants or anyone on their behalf from uploading /publishing / promoting the songs / videos / albums / contents

KIRAN BANSAL Digitally signed by KIRAN BANSAL Date: 2026.09.30 17:05:59 +0530

of the plaintiffs' song / ghazals namely "Pathar ke Sanam", Wo Aata Hoga" & "Turn Mere Baad Mohobat Ko" on defendants YouTube Channels namely GOLDEN EYE TRUE and GOLDEN EYE STUDIO or any other platform / Youtube channel as prayed in para (a) of the prayer clause? OPP.

AND

Issue no. 3: Whether the defendants are liable to take down / remove the songs / videos / ghazals / contents of the plaintiffs from defendants Youtube channels as prayed in para (b) of the prayer clause? OPP.

16. The present suit is commercial in nature and squarely falls within the purview of Section 2 (1) (C) of Commercial Courts Act. Since the suit was instituted contemplating an urgent relief, the plaintiff was exempted from the compliance of the section 12A of The Commercial Courts Act vide order dated 18.10.2022.

17. As far as the **limitation** is concerned, the present suit was filed on 06.10.2022. It is stated that the cause of action for the first time arose in June 2022, when the defendant no. 2 put its claim with regard to song **"Patthar ke Sanam Tune"** of which plaintiff is rightful owner and it is stated to have further arisen when defendants illegally and unlawfully uploaded and promoted the songs/ videos/ ghazals of which the plaintiff are lawful owner. The suit of the plaintiff is thus, within limitation.

18. As far as the **territorial jurisdiction** of the present court is concerned, Section 62 of The Copyright Act, 1957 provides that notwithstanding anything contained in section 20 CPC, suit can be instituted where the person instituting the suit or where there are more than one such

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:06:05 +0530

persons, any of them actually and voluntarily resides or carries on business or personally works for gain. Perusal of the record reveals that the plaintiff no. 1 i.e. M/s Vianet Media Private limited conducts its business from 25/6 Ground Floor, Gali No. 17, Pandav Road, Vishwas Nagar, Shahdara, Delhi- 110032 and Plaintiff no. 2 M/s Shubham Audio Video Pvt Ltd has its registered office at above mentioned address and at 460/4B, Pandav Road, Block-25A, Vishwas Nagar, Shahdara, Delhi- 32. Therefore, since the plaintiff carries on business from the jurisdiction of this court, thus, the present court has territorial jurisdiction to try the present suit in view of Section 62 of The Copyright Act.

19. Main case of the plaintiff is that the plaintiff no. 1 entered into a License Agreement dated 11.06.2018 with Mr. Mohd. Tahir and by virtue of the said agreement, the plaintiff no. 1 became the exclusive right holder of audio, video, satellite and copyright with regard to the audio, video, songs, games and imagery content of Mohd. Tahir. Thereafter, the plaintiff no. 1 alongwith plaintiff no. 2 (sister company of plaintiff no. 1) **started uploading and promoting the songs of Mohd. Tahir., (Singer), who is also receiving the royalty as per agreement and has also given NOC with regard to said songs and thereafter, the plaintiff no. 2 got the songs registered**. However, the dispute arose when in June 2022, defendant no. 2 put its claim with regard to song namely **"Patthar ke Sanam".**

At the outset, it would be relevant to refer to the concept of 'authorship' and 'ownership'. In the present case, the plaintiffs claims to be the owner of the impugned songs by virtue of its agreement with Tahir Chisti, NOC's given by defendant no. 3 (Singer), Defendant no. 4 (Lyricist) and Sh. Raju Khan (Music Composer) and also because of the certificate of registration of the songs. **On the other hand, the defendant no. 1 also claims to be the owner of the songs and he relies upon the separate agreements with respective**

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:06:11 +0530

persons. Defendant no. 1 also submits that though he had no copyright certificate of registration but he had entered into agreements and released the songs much prior to the plaintiff. Thus, to determine whether the defendant had infringed the copyright of the plaintiff or not, it would be relevant to discuss the concept of authorship and ownership.

20.1 Section 2(d) defines the term 'author' and whereas the 'ownership' is dealt under section 17 of the Act which provides that the author of the work shall be the first owner of the copyright. It also provides some exceptions to the rule, however, since they do not apply in the present case, therefore, they are not being discussed here. **The person who creates the work is considered as author of the work and the person who has right to exploit the work is considered as owner of the work. Sometimes, both the owner and author of the work is the same person, however, sometimes the author of the works assigns his right(s) in the work to someone else. The person so assigned is called as the owner i.e. who has the right to exploit the work. Ownership in the work is transferrable whereas the authorship is not.**

20.2. To effectively adjudicate the dispute, it would be relevant to refer to the terms of agreement Ex. P-5 dated 11.06.2018 executed between the plaintiff and Mohd. Tahir, (Singer). The relevant terms of the agreement are re-produced as follows:

> *"**1. Definitions**: For the purposes of this Agreement, the following shall have the meanings assigned to them hereunder*
> ….
> ***c) Effective date: 11th Day of June 2018, which shall be the date from which this Agreement shall be in effect; and will be valid till 10th Day of June 2023.***
> ***d) Albums**: This refers to Music Albums (as defined in the Copyright Act, 1957), and includes all Music Albums released by the Licensor during the term of this Agreement, the rights of which vest with the Licensor, **i.e. approx 50 Music Albums**,*

KIRAN BANSAL Digitally signed by KIRAN BANSAL Date: 2026.09.30 17:06:19 +0530

Hindi, Urdu *etc. languages* ***as detailed in Annexure A*** *and further produce all musical album within agreement period.*

2. The License: The licensor hereby assigns to the licensee, the exclusive rights from Effective date throughout the Term and Territory to exploit the audio, video, games and imagery contents and offer the content for download, streaming, subscription, hiring, renting on the Mobile or Internet, in any form or manner, and the exclusive rights to authorize others to do the same, in any media or format, whether…..

3. Conditions of the License: ***The exclusive license granted*** *herein in respect of the content shall include for the purpose of promotion of content or Albums or for being able to effect the exploitation of the rights granted herein:*

a. ***The right to use and exploit the content or any part thereof, in synchronized or timed relation with any visual format, in advertisements, trailers, music videos and other promotional and ancillary material or any other audio-visual work necessary in the opinion of the licensee to give effect to its rights;***

…..

f. The Licensee shall enter into agreements with those entities or individuals, on terms it deems fit, and collect royalties, commission, profit share, minimum guarantees, monetary compensation and/ or compensation of any nature towards the exploitation of the Rights of the content offered through content dealers within territory and term.

5. Consideration: ***a) The Licensee shall share 50% of Revenue earned from the content of Licensor on any platform or service.*** *For extract upto 10 seconds used for the purpose of promotions, no royalty payout and aggregation charges shall be paid by Licensee.*

6. Indemnity: The Licensor indemnifies and hold harmless the licensee from and against any loss, injury or damage caused to Licensee in consequence of any of the breach of warranties or arising out of any claim alleging that use of Content constitutes in any way a breach of any warranties or rights of other parties, including but not limited to alleged or actual infringement of intellectual property rights who may have claim over the said content. The identification shall include any legal costs, punitive or compensatory awards or expenses and

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:06:25 +0530

disbursements paid by Licensee on advice of its legal counsel to compromise or settle any claim.
7. Representation and Warranties
a) Both the Parties represent and warrant to each other as follows:
(i) the execution and performance of this Agreement does not conflict with other agreements of warranting party.
(ii) The execution and performance of this Agreement is within the power of the warranting party and have been duly authorised by such party.
(iii) It is duly incorporated and organized, legally existing and in good standing.
b) ***The licensor specifically represents and warrants that it is the exclusive and absolute owner of any and all rights of the content in respect of Albums as defined hereinabove.***
….”

21. The main defence of the defendant no. 1 is that the defendant no. 1 is the rightful owner of the song **“Patthar ke sanam”** by virtue of license agreement dated 23.11.2017. The defendant no. 1 has stated that he had recorded the songs **“Tum Mere Baad Mohabbat Ko”**, **“Patthar ke Sanam”** and **“Wo Ata Hoga”** on 10.06.2017, 24.11.2017 and 25.11.2017 respectively. The defendant has given following details of the above said songs:

i) The Song **“Tum Mere Baad Mohabbat ko”** is written and composed by Defendant no. 1 and that defendant no. 1 has entered into Audio/ video recording agreement between singer and management respectively dated 10.06.2017 which were duly signed by Defendant no.1 and Mohd. Tahir @ Tahir Chisti, (Singer).

ii) For remaining two songs i.e. **“Patthar ke sanam”** and **“Wo Ata Hoga”**, the defendant no. 1 entered into an agreement i.e. Audio/ video recording agreement between the **writer and management dated 10.10.2017 which were duly signed by the defendant no. 1 and writer Sh. Anis. It is also stated that the defendant no. 1 had entered into an agreement dated**

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:06:32 +0530

30.10.2017 between the management and music director which was duly signed by defendant no. 1 and Music Director Sh. Satish Arpit. It is also stated that the videos of the songs were also prepared by the defendant no.1 and the defendant has released the songs prior to the plaintiff.

22. The contention of the defendant no. 1 can be understood by way of tabular representation:

Song Name	**Written By**	**Sung By**	**Recorded on/ Released on**
Patthar Ke Sanam	Sh. Anis	Mohd. Tahir Chisti	24.11.2017/ 12.12.2019
Wo Ata Hoga	Sh. Anis	Mohd. Tahir Chisti	25.11.2017/ 15.01.2020
Tum Mere Baad Mohabbat Ko	Defendant no. 1	Mohd. Tahir Chisti	10.06.2017/ 24.06.2017

23.1. Perusal of the WS of the defendant no. 4, (Writer) reveals that the defendant no. 4 has alleged that he has not given the literary work titled **"Patthar ke sanam tune"** which has been filed by the plaintiff and it also does not contain the signatures of defendant no. 4 and that word "Tune" is added by the plaintiff. It is submitted that the impugned literary work which the plaintiff had filed with the present suit belongs to the defendant no. 1 as it was recorded in voice of the defendant no. 3 and released by the defendant no. 1 prior to being uploaded by the plaintiff.

23.2. It is further submitted that suit of plaintiff is not maintainable as NOC of copyright office dated 25.01.2020 is manipulated as signatures on NOC belonged to defendant no. 4 but the defendant no. 4 has not added the words "Tune" on the NOC. It is further submitted that the plaintiff did not entered into any assignment agreement with the defendant no. 4 and that the

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:06:42 +0530

literary work i.e. **“Patthar Ke Sanam”** and **“Kaun Hai Duniya Mein Mere Yaar Ke”** are different from which the defendant had provided to the plaintiffs.

24.1. The defendant no. 3 has submitted that the song **“Kaun Duniya Mein Mere Yaar Ke”** which he has given to the plaintiff was duly signed by the defendant No. 4 and the document filed by the plaintiff regarding the said work has totally different lyrics. As far as the song **“Wo Ata Hoga”** is concerned, the same is written by Defendant no. 4 and given to defendant no. 1.

24.2. It is submitted that the NOC dated 14.01.2020 signed by defendant no.3 as a singer of sound work had different lyrics and does not match the current paper of lyrics filed by the plaintiff and that the defendant no. 3 had already sung **“Patthar ke Sanam”** and **“Wo Ata Hoga”** for defendant no. 1 in the year 2017. It is admitted by the defendant no.3 that by virtue of agreement dated 11.06.2018, the plaintiff became the exclusive right holder of audio, video, satellite and copyrights as stated by the plaintiff.

25. The defendant no. 1 has filed the following agreements with the WS:

a. Agreement dated 10.06.2017 between Sh. Mohd. Tahir (Singer) and Defendant no. 1

b. Agreement dated 10.10.2017 between Sh. Anis, (Lyricist) and Defendant no. 1

c. Agreement dated 23.11.2017 between Sh. Mohd. Tahir, (Singer) and Defendant no.1

26. Therefore, it would be relevant to refer to the terms of agreements executed by the defendant no. 1 which is as follows:

<u>Agreement dated 10.06.2017 (Singer/ Performer Agreement)</u>

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:06:49 +0530

"II. Services (1) The producer hereby engages the ***singer/performer*** *to* ***perform vocally for the purpose of recording to the*** *requirement of producer in Master Sound recording of which the producer shall be the first owner of copyright.*

(2) The ***singer/performer*** *further agrees to perform* ***audio-visually for the purpose of recording/ performance*** *to the requirement of producer of which the producer shall be the first owner of copyright…..*

III. Grant of Right

(5) The ***Singer/ Performer*** *assigns to the producer, for further assignment to the producer,* ***all its performer's right*** *under, as the case may be, section 38A(1) and/or section 38A(2) of the Copyright Act. The Producer and thereafter its assignees/ licensees shall thus have the exclusive rights to that Master Sound Recording and master Visual Recording of performance in any material from including the storing of it in any medium by electronic or other means available by time.*

V. Ownership Declaration (1) The singer/performer hereby declare and confirm that Singer/ performer is the sole owner of the rights granted to the producer by this agreement and is not under any disability, restriction or prohibition which may prevent the singer/ performer from performing and has not entered or shall not enter into any agreement which may conflict with this present agreement."

<u>Agreement dated 10.10.2017 (author/lyricist agreement)</u>

"II. Services (1) The producer hereby engages the Author/ Lyricist to write lyrics for the album for the purpose of

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:06:55 +0530

recording to the requirement of producer of which the producer shall be the sole owner of copyright.

III. ***Grant of Right (3) The Author/ Lyricist authorizes the producer to make Master Sound Recording and Master Visual Recording of performances on the lyrics written for the producer*** *and producer has paid full and final consideration amount to Author/ Lyricist.*

(4) ***The Author/ Lyricist assigns to the producer, for further*** *assignment to the producer, all its rights under, as the case may be, under Copyright Act. The Producer and thereafter its assignees/ Licensees shall thus have the exclusive rights of that lyrics on which Master Sound Recording and master Visual Recording of performances as the case may be is done or recorded or made."*

27. Before proceedings further, it would be pertinent to refer to some timelines and events to understand to have a clear picture of the dispute, which is as follows:

10.06.2017	Song **"Tum Mere Baad Mohhabbat ko"** was allegedly recorded by Defendant no. 1 and an audio video recording agreement was executed between the singer and management
15.06.2017	Audio video agreements between the music director Sh. Satish Arpit and defendant no. 1 for the songs **"Patthar ke Sanam"** and **"Wo Aata Hoga"**.
10.10.2017	Audio video agreements were executed by Defendant no. 1 and writer Sh. Anis for the Songs **"Patthar ke Sanam"** and **"Wo Aata Hoga"**.
23.11.2017	License Agreement between the defendant no. 1 and Tahir

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:07:01 +0530

	Chisti
23.11.2017	Audio video agreements between the singer and management were executed between the Defendant no. 1 and Mohd. Tahir Chisti.
24.11.2017	Song **"Patthar ke Sanam"** allegedly recorded by Defendant no. 1
25.11.2017	Song **"Wo Aata Hoga"** allegedly recorded by Defendant no. 1
11.06.2018	Plaintiff entered into a license agreement with Mohd. Tahir and by virtue of the said license agreement, the plaintiff allegedly became the exclusive right holder with regard to audio, video, songs, games and imagery content of Mohd. Tahir.
06.12.2019	Video for the song **"Patthar ke Sanam"** was prepared by defendant no. 1
14.01.2020	NOC has been issued by the defendant no. 3 (Singer), Sh. Salim Javed (Writer) and Music Composer Sh. Raju Khan assigning their rights in the sound recording work to plaintiff no. 2 in respect of the song **"Tum Mere Baad Mohabbat Ko".**
15.01.2020	Video for the song **"Wo Aata Hoga"** was prepared by Defendant no. 1.
25.01.2020	NOC has been issued by the defendant no. 3 (Singer), defendant no. 4 (Writer) and Music Composer Sh. Raju Khan assigning their rights in the sound recording work to plaintiff no. 2 in respect of the song **"Patthar Ke Sanam Tune"** and **"Kaun Duniya Mein Mere Yaar Ke".**

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:07:07 +0530

28. As per Section 51 of The Copyright Act, an infringement of copyright is said to be infringed as follows:

> *"51. When copyright infringed— Copyright in a work shall be deemed to be infringed—*
>
> *(a)* ***when any person, without a license granted by the owner of the copyright or the Registrar of Copyrights under this Act or in contravention of the conditions of a license so granted or of any condition imposed by a competent authority under this Act—***
>
> ***(i) does anything, the exclusive right to do which is by this Act conferred upon the owner of the copyright,*** *or*
>
> *(ii) permits for profit any place to be used for the communication of the work to the public where such communication constitutes an infringement of the copyright in the work, unless he was not aware and had no reasonable ground for believing that such communication to the public would be an infringement of copyright; or*
>
> *(b) when any person— (i) makes for sale or hire, or sells or lets for hire, or by way of trade displays or offers for sale or hire, or (ii) distributes either for the purpose of trade or to such an extent as to affect prejudicially the owner of the copyright, or (iii) by way of trade exhibits in public, or (iv) imports into India, any infringing copies of the work:*
>
> *Provided that nothing in sub-clause (iv) shall apply to the import of one copy of any work for the private and domestic use of the importer.*
>
> *Explanation— For the purposes of this section, the reproduction of a literary, dramatic, musical or artistic work in*

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:07:14 +0530

the form of a cinematograph film shall be deemed to be an "infringing copy""

29. The main thrust of the plaintiff's case is that vide agreement dated 11.06.2018, the plaintiff became the exclusive owner of the copyrights in the song **"Patthar ke sanam"**, **"Wo Ata Hoga"** and **"Tum Mere Baad Mohabbat Ko"** and the plaintiff has also registered the said songs and has obtained the copyright certificate. On the other hand, the defendant no. 1 submits that even prior to the execution of agreement by the plaintiff, the defendant no. 1 has entered into the agreement with defendant no. 3 and defendant no. 4 with respect to the above said songs. Even defendant no. 3 has submitted that he has not sung any of the song for the plaintiff, rather has sung the songs, **"Patthar ke Sanam"** and **"Kaun Hai Duniya Mei Mere Yaar Ke"** for defendant no. 1 in 2017. It is further submitted by the defendant no. 3 that lyrics of the songs **"Patthar ke sanam"** and **"Wo Aata Hoga"** are different from that claimed by the plaintiff. As far as the defendant no. 4 is concerned, it is submitted that the lyrics of the **"Patthar ke Sanam"** song given to the plaintiff was duly signed and had different lyrics and that impugned literary work belongs to defendant no. 1.

30. Therefore, from above what is required to be seen is that who holds the copyright in the said songs. In this regard, reference can be made to the relevant provisions of the Copyright Act which are as follows:

Section 2(d): *""author" means, — **(i) in relation to a literary or dramatic work, the author of the work; (ii) in relation to a musical work, the composer;** (iii) in relation to an artistic work other than a photograph, the artist; (iv) in relation to a photograph, the person taking the photograph; (v) **in relation to a cinematograph film or sound recording, the producer;** and*

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:07:20 +0530

(vi) in relation to any literary, dramatic, musical or artistic work which is computer-generated, the person who causes the work to be created"

Section 13(1): *"13. Works in which copyright subsists— (1) Subject to the provisions of this section and the other provisions of this Act, copyright shall subsist throughout India in the following classes of works, that is to say— (a)* ***original literary, dramatic, musical and artistic works; (b) cinematograph films; and (c) sound recording."***

Section 17(1): *"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:….."*

Section 18: *"18. Assignment of copyright.— (1) The owner of the copyright in an existing work or the prospective owner of the copyright in a future work may assign to any person the copyright either wholly or partially and either generally or subject to limitations and either for the whole term of the copyright or any part thereof: Provided that in the case of the assignment of copyright in any future work, the assignment shall take effect only when the work comes into existence."*

Section 19: *"19. Mode of assignment— (1)* ***No assignment of the copyright in any work shall be valid unless it is in writing signed by the assignor or by his duly authorised agent.***

(2) ***The assignment of copyright in any work shall identify such work, and shall specify the rights assigned and the duration and territorial extent of such assignment….***

(5) ***If the period of assignment is not stated, it shall be deemed to be five years from the date of assignment.*** *(6) If the territorial extent of assignment of the rights is not specified, it shall be presumed to extend within India."*

Section 30: *"30. Licenses by owners of copyright.— The owner of the copyright in any existing work or the prospective owner of the copyright in any future work may grant any interest in the right by license in writing by him or*

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:07:26 +0530

by his duly authorised agent: Provided that in the case of a License relating to copyright in any future work, the license shall take effect only when the work comes into existence.

Explanation— Where a person to whom a license relating to copyright in any future work is granted under this section dies before the work comes into existence, his legal representatives shall, in the absence of any provision to the contrary in the license, be entitled to the benefit of the license."

31. The claim of plaintiff with respect to the three songs, namely **"Patthar ke Sanam"**, **"Wo Ata Hoga"** and **"Tum Mere Baad Mohabbat Ko"** is based on agreement dated 11.06.2018 (Ex. P5). **However, perusal of the agreement reveals that the plaintiff has not filed Annexure A i.e. details of the work (songs i.e. subject matter of the agreement) regarding which the agreement was executed, though the agreement on page 3, clause 1(d) mentioning about 50 music albums as detailed in Annexure A.**

32. At the outset, it would be pertinent to refer to following observations of the Hon'ble SC in the case of ***Eastern Book Company vs D. B. Modak Appeal (Civil) no. 6472 of 2004 decided on 12.12.2007*** which summarizes the jurisprudence behind the Copyright Act which is as follows:

> *"The copyright protection finds its justification in fair play. When a person produces something with his skill and labour, it normally belongs to him and the other person would not be permitted to make a profit out of the skill and labour of the original author and it is for this reason the Copyright Act, 1957 gives to the authors certain exclusive rights in relation to the certain work referred in the Act. The object of the Act is to protect the author of the copyright work from an unlawful reproduction or exploitation of his work by others. Copyright is a right to stop others from exploiting the work without the*

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:07:33 +0530

consent or assent of the owner of the copyright. A copyright law presents a balance between the interests and rights of the author and that of the public in protecting the public domain, or to claim the copyright and protect it under the copyright statute."

33. The first and foremost contention on which the plaintiff relies is that the plaintiff has a copyright registered in its favour and has also summoned the copyright registration certificates in this regard i.e. Ex. PW2/A, Ex. PW2/B, Ex. PW2/C and Ex. PW2/D. The details of the copyright certificate can be tabulated as follows:

Ex. No.	Title of Work	Class of work	Name of author	Date of Registration	Published or Unpublished
PW2/A	Patthar Ke Sanam Tune	Literary/ Dramatic Work	Anees	27.05.2020	Unpublished
PW2/B	Tum Mere Baad Mohabbat Ko	Literary/ Dramatic Work	Saleem Javed	17/06/2019	Published
PW2/C	Tum Mere Baad Mohabbat Ko	Sound Recording Work	Mohd. Tahir, Raju Khan, Saleem Javed	02/11/2020	Published
PW2/D	Kon Duniya Me Mere Yaar Ke/ Wo Ata Hoga	Literary/ Dramatic Work	Anees	18/05/2020	Unpublished

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:07:38 +0530

34. The plaintiff has contended that the plaintiff has got registered the copyright of these songs and has also filed the copyright certificates. **However, the relevant provision in this regard is Section 48 of the Copyright Act which provides that entries in the register are only prima facie evidence of the particulars entered therein.** Section 48 of the Act is as follows:

> ***"48. Register of Copyrights to be prima facie evidence of particulars entered therein:*** *The Register of Copyrights shall be prima facie evidence of the particulars entered therein and documents purporting to be copies of any entries therein, or extracts therefrom, certified by the Registrar of Copyrights and sealed with the seal of the Copyright Office shall be admissible in evidence in all courts without further proof or production of the original."*

35. **Thus, registration of a copyright only acts as prima facie evidence and not as a conclusive proof of the ownership/ authorship. It is a rebuttable presumption which can be rebutted if the defendant shows that the work was created prior to the work of the plaintiff. Moreover, the copyright in the author of the work vests from the moment it is created and registration is not compulsory.** In this regard, reference can be made to judgment of Hon'ble Bom HC in the case of ***Sanjay Soya Pvt Ltd vs Narayani Trading Company Commercial IP Suit No. 2 of 2021 decided on 09.03.2021***, after referring to ***Asian Paints (I) Pvt Ltd vs M/s Jaikishan Paints and Allied Products 2002(4) Mh L J 536*** has held as follows:

> *"31. Second, there is the 12th September 2002 decision of SJ Vazifdar J (as he then was) sitting singly in Asian Paints (I) Ltd v M/s Jaikishan Paints & Allied Products.5 In paragraph 24, the learned Single Judge held:*

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:07:45 +0530

"24. Registration under the Copyright Act is optional and not compulsory. Registration is not necessary to claim a copyright. Registration under the Copyright Act merely raises a prima facie presumption in respect of the particulars entered in the Register of Copyright. The presumption is however not conclusive. Copyright subsists as soon as the work is created and given a material form even if it is not registered. See Buroughs (I) Ltd vs Uni Soni Ltd, 1997(3) Mh.L.J. 914. ***Thus, even if the plaintiff's work was not registered, the plaintiff having established that it had created the same prior to the defendant, mere registration by the defendant of its work cannot defeat the plaintiff's claim."***

36. **Therefore, it can be said that the copyright in a work is protected from the time when it is created and for seeking protection of the copyright, the registration is not mandatory.** In this regard, reference can be made to judgment of Hon'ble Bom HC in ***Inception Media LLP vs Star India Pvt Ltd Suit (L) No. 886 of 2015 decided on 08.10.2015***, wherein it was observed as follows:

"11. Indeed, Section 48 is Mr. Daver's answer to my question whether copyright registration is conclusive proof of authorship. I do not think this submission is at all correct. ***The section plainly says that the Register of Copyrights is prima facie evidence of the particulars entered in it. On its own, this means that there is only a presumption, albeit a strong one, nonetheless rebuttable about the correctness of the entries. That presumption can always be shown to be incorrect. Further, Section 48 is not an acknowledgment of actual authorship being proved, but only of copyright having been***

KIRAN BANSAL Digitally signed by KIRAN BANSAL Date: 2026.09.30 17:07:51 +0530

applied for and granted. *The process involved in copyright registration is, as Dr. Tulzapurkar correctly points out, very different from that required for sealing of patents. Indeed, this is as it must be, for although the Registrar may make such inquiry as he thinks fit under Section 45(2), this inquiry is discretionary. The purpose of Section 48 is not to conclude proof of authorship but, as a matter of evidence and procedure, to allow into evidence certified and sealed copies or extracts without requiring proof or production of the original register.* ***Where, in a given case, there is material to indicate, even prima facie, that the claimant to copyright is not the sole or first author, that presumption is rebutted."***

37. Therefore, **simply put the plaintiff cannot solely rely upon the copyright registration of the songs to prove its ownership upon the same. The dispute has to be decided on basis of the totality of the facts. The main defence of the defendant is that though he is not having registration of the songs, however, he has published the songs prior to the defendant.**

38. The plaintiff in its affidavit of admission/ denial of documents filed by the defendant no. 1 has admitted the following:

a. Screenshot of Youtube Channel Showing the song **"Patthar ke Sanam"** released on **12.12.2019** on the channel **'Golden Eye true'**

b. Screenshot of Youtube Channel showing the song **"Wo Aata Hoga"** released by the defendant no. 1 on **15.01.2020** on the channel **'Golden Eye studio'**

c. Screenshot of Youtube Channel showing the song **"Tum Mere Baad Mohbbat Ko"** released on **24.06.2017** on the channel **'Golden Eye true'**

39. On the other hand, as per the documents filed by the plaintiff,

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:07:59 +0530

a. the song **"Patthar Ke Sanam"** was released on **12.12.2019** on **Golden Eye True**.

b. **"Patther Ke Sanam Tune"** on **Golden Eye Studio** on **05.08.2020**.

c. **"Wo Aata Hoga"** by Neha Mehmood Khan released on **31.08.2022** on **'Golden Eye Studio'**.

40. The plaintiff has also filed the screenshot of the songs uploaded on the channel of the plaintiff which reveals:

a. That song **"Patthar Ke Sanam"** was released on channel namely **Shree Cassette** dated **28.01.2020**.

b. Song **"Wo Aata Hoga"** was released on **Shree Cassette** dated **11.02.2020**.

c. The song **"Tum Mere Baad"** was released on **ViaNet Islamic** channel on **11.07.2019**.

41. Since the dispute pertains to three songs, it would be pertinent to discuss all the three songs i.e. their ownership, authorship and assignment etc. one by one.

"PATTHAR KE SANAM":-

42.1. Firstly, dealing with song **"Patthar ke Sanam"**. In this regard, it is submitted by the plaintiff that it was work of Tahir Chisti who has assigned his rights to the plaintiff. On the other hand, it is submitted by the defendant no.1 that for the said song, an agreement was entered between the author of the lyrics i.e. Anis (Defendant no. 4) and with the singer i.e. Tahir Chisti on two different dates and thereafter, the defendant no. 1 became the absolute owner of the copyright therein and published the song on his Youtube Channel.

Documents and evidence of the Plaintiff:-

42.2. Ex.P6 is the certificate of registration of the song **"Patthar Ke Sanam Tune"** alongwith true copy of the lyrics of the song, **NOC issued in**

favour of Plaintiff no.2 by defendant no.3 Tahir Chishti (Singer), by Raju Khan (the Music Composer) and of Anees (Lyricist), all dated 25.01.2020. The certificate of registration is dated 27.05.2020. Ex.P1 is the screenshot of the Youtube Channel of plaintiff as per which song **"Patthar Ke Sanam"** was uploaded by the plaintiff on 28.01.2020. An Agreement Ex.P5 between the plaintiff and defendant no.3 i.e. Singer Mohd. Tahir @ Tahir Chishti is dated 11.06.2018.

In respect of the same, relevant cross of the **PW-1** is as follows:

"At this stage witness is shown the page no. 39 which is lyrics of the song ***"Patthar ke Sanam Tune"****.*

Q5. I put it you that the script of the lyrics ***"Patthar Ke Sanam Tune"*** *is not signed by the author Anish i.e. defendant no. 4 what do you have to say?*

Ans. Script is not signed by the lyricist ***but the signed NOC has been received pertaining to the said song which is at page no. 42.***

It is correct that the word ***"Tune"*** *is manually written in the title of the lyrics and NOC.*

It is wrong to suggest that we don't take the signature on the lyrics so that the same may be changed later on.

Q6. Whether you got executed any assignment agreement between the plaintiff and Anish D-4 with regard to the song/ script ***"Patthar Ke Sanam Tune"****?*

Ans.: ***There was no assignment agreement executed*** *between the parties with respect to the song* ***"Patthar ke sanam tune"*** *(Vol.) as a process we used to make payment and obtain NOC from the artist.*

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:08:06 +0530

I have not placed on record the payment receipt from the artist i.e. D-4.*"*

Thus, plaintiff has admitted that the Anish is the author of the said lyrics and for the assignment of the rights, the plaintiff is relying on the NOC's. It is pertinent to mention here that the plaintiff has in its pleadings stated about the song **"Patthar ke Sanam"** and even has filed screenshot of the Youtube pertaining to the song **"Patthar ke Sanam"** and not of **"Patthar ke Sanam Tune"** (as per Copyright Registration Certificate). As discused above the screenshot Ex.P1 reveals that the said song was published/uploaded on 28.01.2020 by the plaintiff.

42.3. Defendant no. 1 has claimed that he has released the said songs prior to that of the plaintiff. In this regard, the relevant cross examination of the PW-1 dated 24.01.2024 is as follows:

"Q.7. I put it to you that the defendant no.1 had already released the song ***"Patthar ke sanam tune"*** *on its YouTube channel* ***"Golden Eye True"*** *on* ***12.12.2019****?*

Ans. I am not aware about the release of the said song on defendant's channel.

It is wrong to suggest that the D-4 had never written the song ***"Patthar ke sanam tune"*** *for the plaintiff.*

Q.8. Have you put any copyright claim on the YouTube channel of the defendant ***"golden eye true"*** *for the song* ***"Patthar ke Sanam Tune"****?*

Ans. So far as I remember, some copyright claim was made on the channel but I do not recollect the exact date."

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:08:12 +0530

Documents of the Defendant:-

42.4. As per the documents on record, defendant no.1 has released the said song on the Channel **"Golden Eye True"** on **12.12.2019** and on **"Golden Eye Studio"** on **05.08.2020**. The agreement with the Lyricist is Ex.DW1/4 and is dated 10.10.2017, and the work of the **Writer and Lyricist** are in 'Annexure A'. Alongwith this agreement there are two Annexure A. In the first Annexure A which is also page 5, the song **"Patthar Ke Sanam"** is mentioned but in the second Annexure A which is also stated to be page 5 of the Agreement, the song **"Patthar Ke Sanam"** is not mentioned. Ex.DW1/5 is another Agreement between Golden Eye True and defendant no.3, **Mohd. Tahir, Singer** and is dated 03.11.2017. In this Agreement, **"Patthar Ke Sanam"** Album is mentioned. In Annexure A to the agreement Ex.DW1/5, song **"Patthar Ke Sanam"** is mentioned. Ex.DW1/6 is another Agreement dated 31.10.2017 with **Golden Eye House** stated to be owned by defendant no.1 and **Music Director** for the Album **"Patthar Ke Sanam",** Sh. Satish Arpit. One Satish Kumar Singh has signed this Agreement as Music Director. Alongwith this there is payment receipt also of Satish Arpit (signed by Satish Kumar Singh) regarding the receiving of the amount of Rs.1500/- and a declaration of the Artist stated that the Copyright Ownership is with Golden Eye True. **One NOC dated 31.10.2017 is also signed by Satish Kumar Singh in which titles of four songs are given of which two are "Patthar Ke Sanam Tune" and "Wo Aata Hoga".**

42.5. Defendant no.4, Sh. Anees, who is the lyricist has stated that he has given a different song i.e. **"Patthar Ke Sanam"** to the plaintiff and the word "Tune" has been added later on by the plaintiff. It is also stated that Literary work of **"Patthar Ke Sanam"** which has been filed by plaintiff, has not been written by him. **He has also stated in his WS that copy of the script of the song titled "Patthar Ke Sanam" which he had given to the plaintiff**

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:08:18 +0530

is annexed with the Written Statement. However, defendant no.3 has not annexed any such script with the Written Statement. As per Sh. Anees, defendant no.4, the Literary work which the plaintiff has filed belongs to defendant no.1 and the plaintiff has not released/uploaded the song **"Patthar Ke Sanam"** which he had given to the plaintiff. In respect to the song **"Patthar Ke Sanam", the entire stress of the defendant no.4 has been that the word "Tune" has been added on the NOC.** The Court has heard both the songs of the plaintiff as well as the defendant during the course of final arguments as well as perused the lyrics by the plaintiff and the defendant and it is revealed that more or less the lyrics are same. Infact in the documents of the defendant no.1 also i.e. NOC, the title of the song is **"Patthar Ke Sanam Tune".** The declaration by Sh. Satish Singh also mentions the title of the same as **"Patthar Ke Sanam Tune".** The Agreement Ex.DW1/5 mentions **"Patthar Ke Sanam",** Annexure A mentions title of the song as well as the album as **"Patthar Ke Sanam".** Annexure A to Ex.DW1/4 mentions title of the song as **"Patthar Ke Sanam"**. **If the plea of the defendant no.4 was that if he has given different lyrics to the plaintiff, he should have filed the copy of the same on record.** The first line of the song is **"Patthar Ke Sanam Tune humse jab milna milana chhod diya"** and therefore, the word "Tune" is part of the song. Merely because the word **"Tune"** has been mentioned in the title of the song in some documents and not mentioned at other places while referring to the song, would not make any difference. **Clearly defendant no.4, the Lyricist has signed the Agreement with the defendant no.1 and also given NOC to the plaintiff in respect of the same song and therefore, in order to wriggle out, the defendant no.4 has taken up this plea that the word "Tune" has been added by the plaintiff later on.**

42.6. Singer, Defendant no.3 has stated that he had sung the song **"Patthar Ke Sanam"** for defendant no.1 in the year 2017 and despite that he

has also stated that he had entered into an agreement with the plaintiff and by virtue of the said agreement, the plaintiff no.1 became the exclusive right holder of Audio Video Satellite and Copyrights with regard to the content of the defendant no.3. **As per the License Agreement Ex.P-5, the defendant no.3 was to give about 50 music albums as per Annexure A to the plaintiff. As already observed, copy of Annexure A is not filed by the plaintiff.**

42.7. Defendant no.3 during his testimony has admitted his signatures on the agreement dated 11.06.2018 at Point A but stated that he cannot tell how many songs he had recorded for Vianet Media Pvt. Ltd. or Shubham Audio Video Pvt. Ltd. as his memory has became weak. The plaintiff had summoned defendant no.3 as his witness but as defendant no.3 was not giving proper answer, counsel for the plaintiff has sought permission to cross-examine the witness. **Despite admitting signatures at Point A on the agreement dated 11.06.2018, defendant no.3 gave an evasive answer that he does not remember whether he had entered into any agreement with Vianet Media Pvt. Ltd. He also stated that he does not know the contents of the agreement. Defendant no.3 also gave an evasive answer that he cannot recollect whether he has sung the song "Patthar Ke Sanam" and "Wo Aata Hoga" for Vianet Media Pvt. Ltd. He admitted that he has received payment from Sanjay Aggarwal for the songs sung for him. Similar is the testimony of defendant no.4/PW-4. The Court has no hesitation in stating that both the defendant no.3 and defendant no.4 who are PW-3 and PW-4 have been evasive in their testimonies.**

42.8. The relevant portion of testimonies of **PW-3** and **PW-4** is hereby reproduced herein below:-

<u>Relevant portion of testimony of PW-3:</u>

Dated 14.12.2024

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:08:25 +0530

"I am a singer by profession into the singing work since last more than 25 years. I cannot say how many songs I have sung since last 25 years as I have sung lot of songs. I do not maintain any register or written record.

At this stage the examination of the witness is deferred as the witness is not feeling well on account of heart ailment. *The witness is bound down to be present on the next date of hearing for his further examination as per direction of this Hon'ble Court."*

Dated: 05.03.2025.

"I know Mr. Sanjay Aggarwal Since the year 2018. ***One Mr. Raju Khan had introduced Mr. Sanjay Aggarwal with me. I cannot tell how many songs I recorded for Vianet Media Pvt. Ltd. or Subham Audio Video. (Vol.) I suffered heart attack in the year 2021 and after that my memory become weak.***

At this stage as the witness is not giving proper answer to the questions and as such the permission to cross examined the witness is sought *(allowed subject to permission of this Hon'ble Court).*

*……****I do not remember whether I had entered into any agreement with Vianet Media Pvt. Ltd.*** *At this stage witness is confronted with the agreement dated 11.06.2018 to which* ***witness admitted his Signatures at point-A at all pages on the agreement dated 11.06.2018.*** *(Vol.) I had no knowledge about the contents of the agreement, I have never been told about the contents of the agreement and only upon asking by Mr. Musarraf Ali, I signed on the agreement…..*

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:08:32 +0530

*……**In the year 2017 I had entered into two agreements with Mahmood Hasan. I cannot tell how many songs from the year 2010 to 2017 I recorded/sung for Mahmood Hasan.** I sung a songs for Mahmood Hasan till the year 2017…..*

*…...**The agreements I had entered into with Mahmood Hasan was written in English. I do not remember the exact date but the same was executed in the year 2017 (Vol.) the same was prior to agreement entered into between Sanjay Agarwal.** I cannot tell the contents of the said agreements between me and Mr. Mahmood Hasan but the some was with regard to you-tube channel. Both the agreements were executed on different dates. I do not remember the difference in execution of both the agreements. At the time of entering into first agreement, I alongwith Mr. Mahmood Hasan and his wife were present. I do not remember whether any other person was present or not. I had asked Mr. Mahmood Hasan about the contents of the said document. He told me that the documents are required for you-tube. When the second agreement was executed I and Mahmood Hasan were present. I did not go throw (sic. through) the papers which I had signed. **I had sung the songs for Mahmood Hasan and the list of songs annexed with the agreement. I cannot tell whether the details of the songs Patthar ke Sanam or Tum mere baad mohabbat ko or vo aata hoga were there or not.** Only two agreement as I stated above were signed by me and no other papers apart from the same were executed. I had told Mr. Sanjay Aggarwal about my entering into previous agreements with Mahmood Hasan in the year 2017. **I had told him that prior to Mr. Sanjay Aggarwal I had been working with Mahmood***

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:08:44 +0530

Hasan. I am not aware about the other songs but I had told him that I had already sung "Tum mere baad Mohabbat ko" (live) for Mahmood Hasan. I used to perform the song "Tum mere baad Mohabbat ko" on stage programme. *I do not remember whether the song "Tum mere baad Mohabbat ko" was recorded for Mr. Sanjay Aggarwal. (Vianet Media Pvt. Ltd.)*

Q.1: I put it to you that you had told Mr. Sanjay Aggarwal that I am the rightful owner of the song and accordingly on your representation Mr. Sanjay Aggarwal (Vianet Media Pvt. Ltd.) entered into agreement dated 11.06.2018.

Ans. It is wrong.

*……**I cannot recollect whether I had sung song Patthar Ke sanam and Wo Aata Hoga for Vianet Media Pvt. Ltd. I did not ask who is the writer of the songs, my only work is singing. I know Mr. Anis for the year 2016-2017. Who used to write songs. I had been receiving payment from Mr. Sanjay Agarwal for the songs sung for him.*** *At this stage witness is shown a no objection certificate dated 25.01.2020 at page no. 40 and witness identifies his signatures at point-A. Another NOC dated 14.01.2020 at page no. 47 is also shown to the witness submitted that he has a doubt about his signature at point-A. The witness is also confronted with the signature at point-A at page no. 51 and the witness is correctly identifying his signature. It is wrong to suggest that I am deliberately not confirming my signature at point-A on page no. 47 to create doubt….*

*…..**It is wrong to suggest that after the receipt of the summons from the Hon'ble Court Mr. Mahamod Hasan in connivance with me have forged and fabricated the documents.***

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:08:51 +0530

It is further wrong to suggest that after entering into an agreement with the plaintiff dated 11.06.2018 I have deliberately fabricated documents in favour of defendant no.1. It is further wrong to suggest I am deposing falsely in order to support Mr. Mahmood Hasan in the present suit.

At this stage Witness XXXX examined by Counsel of Defendant no.1 Sh. Rajesh Sharma.

No list of songs annexed with agreement dated 11.06.2018. *I did not receive any amount at the time of execution of agreement dated 11.06.2018 (Vol.) I had been receiving payment regarding the songs sung by me for the plaintiff."*

Relevant portion of testimony of PW-4:

Dated: 14.12.2024

"I am into the profession of writing songs since the year 2015-2016. Approximately more than 100 songs I have written. I have not applied for registration of any of this songs lyrics written by me.

At this stage witness submit that he is not felling well as he *has directly come from Badaun, U.P. after performing Mushaira at Badaun, U.P. and requested for short adjournment for further examination. The witness is bound down to be present on the next date of hearing for his further examination as per direction of this Hon'ble Court.*

Dated: 05.03.2025

I ***know plaintiff through Mr. Tahir Chisti. I had once visited the office of the plaintiff alongwith Mr. Tahir Chisti.*** *I*

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:08:59 +0530

had not written any song for plaintiff ***I only given my written songs to Tahir Chisti. I also know Mr. Mahmood Hasan(defendant No.1) through Tahir Chisti. I had personally met with Mr. Mahmood Hasan*** *but I do not remember the exact date month and year when I met with Mahmood Hasan in Delhi on 1-2 times.* ***No agreement was executed between me and Mahmood Hasan.*** *I had written the lyrics of the song titled as Pattar ke sanam which I had written for Mahmood Hasan. The same was written 3-4 years back.* ***I had not written any song for the Vianet Media I only written the above song for Mahmood Hasan. At this stage witness is not giving proper answer to the questions and as such permission is requested to cross examine the witness allowed "subject to order of the Hon'ble Court."*** *At this stage witness is confronted with his signature at point-B at page no. 42 which he correctly identifies his signature. Again witness is confronted with his signature at point-B at page no. 52 which the witness stated as under* ***"Chotey Badey mere he lag rahe hai"****. I had not filed any objection or claim in any authority with respect to the song written by me. It is wrong to suggest that I wrote Patthar ke sanam for the plaintiff and after taking consideration from the plaintiff I issued NOC in favour of the plaintiff. (Vol.) No amount was paid to me regarding the same by the plaintiff….*

…..It is wrong to suggest that entire payment/consideration has been paid and that is the reason no protest has been paid (sic. made). It is correct that I had written the song "Wo aata hoga". (Vol.) the same was given to Mohammad Tahir Chisti. It is wrong to suggest that I have received the payment which regard to the

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:09:06 +0530

songs "Wo aata hoga and accordingly issued NOC. ***I have never demanded money from Mr. Tahir Chisti. However he used to pay me voluntarily as per his desire.*** *It is wrong to suggest that I have forged documents in connivance with Mr. Tahir and Mahmood Hasan…..*

At this stage witness XXXX examined by Counsel of Defendant no.1 Sh. Rajesh Sharma.

I had given two songs titled as "Patthar ke sanam" and "Wo aata Hoga" to Mr. Mahmood Hasan and in this regard an agreement was executed between me and Mahmood Hasan on dated 10.10.2017 which is exhibited as DW-1/4. *At this stage witness is confronted with his signature which he correctly identified his signature pointed as B. At this stage witness is confronted with mark-7 as on page no.42 in which he stated that the word "Tune" has been added later on. The title of the song is "Patthar ke sanam tune jab humse milna milana Chord diya".* ***I had only written one song with the title "Patthar ke Sanam".”***

Analysis of the Court

42.9. Though the defendant no.4 has been stating that the word **“Tune”** has been added later on by the plaintiff and the song which he had given to the plaintiff as **“Patthar Ke Sanam”** had different lyrics than the song **“Patthar Ke Sanam Tune”** which he had given to defendant no.1, however, as already observed he has not annexed any such lyrics with his Written Statement. During cross-examination he has admitted that he only written one song with the title **“Patthar Ke Sanam”**. Thus, as defendant no.4 has written only one song **“Patthar Ke Sanam”,** it is immaterial that word “Tune” exists at some places in the title of the song including registration certificate Ex. PW2/A.

KIRAN BANSAL Digitally signed by KIRAN BANSAL Date: 2026.09.30 17:09:12 +0530

During the course of the arguments, both the counsels have filed the lyrics of the all the three songs. Perusal of the lyrics filed by the plaintiff and defendant reveals that more or less the lyrics of the song **"Patthar Ke Sanam/Patthar Ke Sanam Tune"** are same.

42.10. From the Written Statement and the testimony of PW-3 and PW-4 i.e. defendant no.3 and defendant no.4, the Court has no doubt that they both have signed documents with respect to the same song **"Patthar Ke Sanam"** with defendant no.1 as well as with the plaintiff. **They have also received payments from both the plaintiffs as well as defendant no.1.** Though the defendant no.4 has stated that he has not received any payment from the plaintiff but he still signed the NOC in favour of the planitiff no.2 for the said song. As the defendant no.4 has signed NOC, the same would not be without consideration. **Plaintiff has not annexed any Annexure A with the agreement executed between the plaintiff and the defendant no.3. Defendant no.3 during his cross-examined has stated that no list of songs was annexed with the agreement dated 11.06.2018.** The NOC for the said songs **"Patthar Ke Sanam"** has been issued on 25.01.2020. As the NOC has been given on 25.01.2020, the agreement between plaintiff and defendant no.3 dated 11.06.2018 is immaterial. **The said agreement dated 11.06.2018 is also not relevant inasmuch as the same mentions about the Annexure A but no such Annexure A has been filed by the plaintiff.** Therefore, as far as **"Patthar Ke Sanam"** or **"Patthar Ke Sanam Tune"** is concerned, the plaintiff can claim assignment only as per NOC's dated 25.01.2020. However, **The song of defendant no.1 was already released on the Channel Golden Eye True on 12.12.2019.**

42.11. Also, from the dates and events (as discussed above), it is clear that the song **"Patthar ke Sanam"** was released by the defendant no. 1 prior to release by the plaintiff and even prior to registration by the plaintiff. The

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:09:19 +0530

NOCs issued in favour of plaintiff by singer, lyricist and music composer are also issued after the release/publishing of song by defendant no.1.

42.12. Defendant no.1 in his WS has stated that the song **"Patthar ke Sanam"** was recorded on 24.11.2017 and an agreement dated 10.06.2017 was also executed in this regard. Counsel for the plaintiff has argued that the agreement executed between the defendant no.1, defendant no.3 and defendant no.4 have been anti dated and were not created or executed on the date as alleged by the defendant no.1. It is also argued that though the agreement were allegedly executed in the year 2017, the same were notorised in 2021 which also creates a doubt that the agreements were executed in the year 2017 as alleged by the defendant no.1. However, from testimonies of PW-3 and 4, it is also established that the agreement in respect of the song was executed between the parties, and it is also equally important to note here that the defendant no.1 has published the said song much prior to that of the plaintiff. As defendant no.3 and 4 have admitted their signatures on the said agreement and had also testified in favour of the defendant no.1 coupled with the fact that the defendant no.1 has published the song prior in time, it is doubtful that the defendant no.1 would have created anti dated documents/agreements. Thus, the plaintiff has not been able to establish as to how the defendant no. 1 could have infringed the copyright. The plaintiff cannot simply take advantage of certificate of the registration as the work of the defendant no. 1 is prior to that of the plaintiff.

43. **Born from the Union of Lyricist's pen and a composer's heart, a song finds its true magic in the singer's voice echoing across the world. A song is thus, a composite work of Lyricist and Music Composer who create the work and the output of the said work in the voice of the singer is what infuses life to the song.** The music/notes of a song are its soul and, therefore, the copyright in respect of the music is with the Music Composer.

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:09:25 +0530

However, in the present case it is not clear as to whether Sh. Raju Khan or Sh. Satish Arpit is the Music Composer of the song **"Patthar Ke Sanam"**. The signing of the documents i.e. Agreements and NOC by defendant no. 3 and defendant no. 4 in favour of plaintiff as well as defendant no. 1 in respect of the same song is not appreciated by the Court. Infact, the writer/lyricist defendant no. 4 during his testimony has stated that no agreement was executed between him and the defendant no. 1/Mahmood Hasan but during cross examination by counsel for defendant no. 1, he stated that agreement Ex. DW-1/4 dated 10.10.2017 was executed between him and Mahmood Hasan. If the defendant no. 3 and 4 had already assigned their rights in favour of defendant no. 1 then they should not signed the documents in favour of the plaintiff. They could not have re-assigned their rights in favour of the plaintiff, during the period when the rights assigned by them in favour of defendant no. 1 were already in operation. **Defendant no. 3/Mohd. Tahir (Singer) and defendant no. 4/Sh. Anis (Lyricist) have not respected their own art/talent by signing documents of assignment of same song in favour of more than one person.** They have received monetary benefits from the plaintiff but when the plaintiff claimed his right on the basis of the documents executed by defendant no. 3 and 4, defendant no. 3 and 4 switched sides and deposed in favour of defendant no. 1. They have also taken up frivolous and contradictory pleas in their W.S. as well as during their evidence as they themselves could not justify the execution of documents by them in favour of plaintiff as well as defendant no. 1. **An artist is expected to be professionally reliable, ethically responsible and having respect for community. An artist is also expected to understand fair use and respect intellectual property rights. The conduct of defendant no. 3 and 4 is certainly not what is expected from an artist.**

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:09:31 +0530

Though defendant no. 3 and 4 have been impleaded as a party to the suit but the plaintiff has not amended the suit and has not sought any relief against them from the present Court.

44.1. On the basis of the pleadings and the evidence led including the documents proved on record and on the basis of the testimonies of the witness the Court has come to the conclusion as under:-

i. **"Patthar Ke Sanam"** and **"Patthar Ke Sanam Tune"** are not two different songs but only one song.

ii. The said song has been written by defendant no.4, lyricist Sh. Anis, who has executed documents in favour of defendant no. 1 as well as plaintiff.

iii. The said song has been sung by defendant no.3 Mohd. Tahir Chisti (Singer) for plaintiff as well as for defendant no.1.

iv. The Music Composer of the said song is not a party to the present suit. As per the plaintiff the Music Composer is Mr. Raju Khan whereas as per defendant no.1, the Music Composer is Mr. Satish Arpit. From the evidence on record it is not clear as to whether the Music Composer was Mr. Satish Arpit or Mr. Raju Khan.

v. The Authorship in respect of the music work of the song was with the Music Composer who has not been impleaded as party to the suit nor was summoned as a witness.

44.2. Onus of proving the claim in respect of the song **"Patthar Ke Sanam/Patthar Ke Sanam Tune"** was upon the plaintiff but the plaintiff has not been able to discharge the said onus due to the following reasons:-

i. Publishing of the said song by defendant no.1 prior to the issuance of NOCs and assignment of rights in the work by defendant no. 3, 4 and music composer in favour of the plaintiff.

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:09:37 +0530

ii. Execution of Agreements by defendant no.3 and 4 in respect of the said song assigning their rights to defendant no.1 also.

iii. Non filing of the Annexure A which finds mention in the Agreement of the plaintiff with the Singer Ex.P5.

iv. Non impleadment of the Music Composer as a party to the suit.

"WO AATA HOGA":-

45. Now coming to next song, **"Wo Aata Hoga"**. The plaintiff has submitted that the copyright of the said song has been registered vide certificate no. L-91263/2020 dated 18.05.2020, as per Ex.PW2/D under the name of **"Kon Duniya Me Mere Yaar Ke"**. The lyrics of the said song are also filed by the plaintiff alongwith the Copyright Certificate. Apart from the same plaintiff has filed NOC by Lyricist Anis, NOC by Tahir Chisti (Singer) and Raju Khan (Music Composer), all dated 25.01.2020. The said song has been uploaded on the Channel **"Shree Cassette"** by the plaintiff on **11.02.2020** and on Channel **"Golden Eye Studio"** by defendant no.1 on **31.08.2022 wherein the Singer is Neha Mehmood Khan.** It has been deposed by the PW-1 that the song was registered under the name of **"Kaun Duniya Me Mere Yaar Ke"**. The relevant part of the cross examination of PW-1 is as follows:

> *"Q.9. I put it to you that you got registered the song* ***"Wo Aata Hoga"*** *before the ROC?*
>
> *Ans. Yes, but inadvertently the same was registered in the name of* ***"Kaun Duniya main mere yaar ke"*** *which are the initial words of the script."*

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:09:44 +0530

*"Q.10. I put it to you that the script of lyrics **"Wo Aata Hoga"** is not signed by the author Anish i.e. defendant no. 4 what do you have to say?*

Ans. Script is not signed by the lyricist but the signed NOC has been received pertaining to the said song which is at page no. 50.

It is wrong to suggest that we don't take the signature on the lyrics so that the same may be changed later on.

*Q.11. Whether you got executed any assignment agreement between the plaintiff and Anish D-4 with regard to the song/script **"Wo Aata Hoga"**?*

*Ans. There was no assignment agreement executed between the parties with respect to the song **"Wo Aata Hoga"** (Vol.) as a process we used to make payment and obtain NOC from the artist.*

I have not placed on record the payment receipt from the artist i.e. D-4.

*Q.12. I put it to you that the defendant no. 1 has already released the song **"Wo Aata Hoga"** on its YouTube channel "Golden Eye True" on 15.01.2020?*

Ans. I am not aware about the release of the said song on defendant's channel.

*It is wrong to suggest that D-4 had never written the song **"Wo Aata Hoga"** for the plaintiff.*

*At this stage, witness is shown the page no. 99 which is YouTube screenshot of the defendant's channel **"Golden Eye Studio"**.*

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:09:50 +0530

Q.13. I put it to you that the script of the song ***"Wo Aata Hoga"*** *as submitted by you alongwith the plaint and the script with regard to the said song as run on defendant's channel are not same, what you have to say?*

Ans. I do not recall as to the script of the song as placed by the plaintiff as run by defendant on their channel are same or not.

Q.14. I put it to you that you have deliberately hidden "show more" details of the channel so as to avoid the complete description of the song?

Ans. The description of the songs are uploaded by the uploader of the song as per his desire and the same can be changed at any point of time by the uploader of the songs only.

It is wrong to suggest that the uploader fill the details on pick and choose basis so that the required facts may be concealed.

It is wrong to suggest I have filed a false suit against the defendant to cause harassment and monitory loss to the defendant."

46. PW-4, in his examination in chief has deposed that he had written the lyrics for the Mehmood Hasan and not Vianet Media Pvt Ltd. The relevant chief of PW-4 is as follows:

"I had not written any song for plaintiff I only given my written songs to Tahir Chisti…..

No agreement was executed between me and Mahmood Hasan. I had written the lyrics of the song titled as ***"Pathar ke Sanam"*** *which I had written for Mahmood Hasan. The same was written 3-4 years back. I had not written any song for Vianet Media I only written the above song for Mahmood Hasan. …*

KIRAN BANSAL Digitally signed by KIRAN BANSAL Date: 2026.09.30 17:09:57 +0530

It is correct that I had written the song ***"Wo aata hoga"*** *(vol.) the same was given to Mohammad Tahir Chisti."*

However, he has admitted his signature on the NOC dated 25.01.2020.

Documents and Evidence of the Defendants:-

47. The defendant has relied upon Agreement Ex.DW1/4 dated 10.10.2017 with the Lyricist Sh. Anis, defendant no.4 and in Annexure A at Sl.No. 6 the song **"Wo Aata Hoga"** is mentioned. The Agreement with the Singer Mohd. Tahir Chisti is Ex.DW1/5 dated 23.11.2017 and Annexure A to this Agreement also mentions the songs **"Wo Aata Hoga"** at Sl.No.12. Agreement with the Music Composer Sh. Satish Arpit is Ex.DW1/6 which is regarding the Album **"Patthar Ke Sanam"** which also has a declaration and an NOC in which this Song **"Wo Aata Hoga"** is mentioned. At this stage, it is pertinent to mention here that the Defendant no. 1 in his affidavit in lieu of examination in chief has deposed that song in respect of which the suit was filed was not disputed song at all. He has provided the lyrics of the song **"Wo Aata Hoga"** in the Affidavit which he claimed to have written himself. The relevant part of the cross of the Defendant no.1 (dated 06.05.2024) is as follows:

"Q. In Para 4 of your affidavit you have stated that the song ***"'Wo Aata Hoga"*** *was written by Mr. Anis and in para no. 13 you have stated that the said song* ***"Wo Aata Hoga"*** *was written by you. Which one is correct?*

Ans. ***"Wo aata hoga"*** *was written by Mr. Anis and the song* ***"Wo Aata hoga"*** *referred to in para 13 was written by me and was sung by my wife Neha Mehmood Khan. In which strike was deliberately made by the plaintiffs."*

KIRAN BANSAL Digitally signed by KIRAN BANSAL Date: 2026.09.30 17:10:04 +0530

Analysis of the Court

48. Perusal of the screenshot filed by the PW-1 reveals that the plaintiff has filed the screenshot of the song **"Wo Aata Hoga"** by **Neha Mehmood Khan on** YouTube channel **"Golden Eye Studio"** on 31.08.2022. **It does not pertain to song sung by Tahir Chisti and it is stated that the said song, of which, the screenshot is placed by the plaintiff is written by Defendant no. 1 and sung by his wife.**

49. The plaintiff has filed copy of lyrics song **"Wo Aata Hoga"** along with copyright registration certificate which is different from that of the lyrics filed by the defendant no.1 in his affidavit of evidence. Moreover, the Defendant no. 1 has filed the lyrics of the song **"Wo Aata Hoga"** which is stated to be handwritten by Tahir Chisti on the letterhead of the defendant no. 1. The lyrics filed by the plaintiff are not same to any of the lyrics filed by the defendant no. 1. Moreover, the defendant no. 1 has filed one screenshot of the song uploaded on the youtube by the Defendant on his channel Golden Eye Studio on 15.01.2020. It also reveals that the song **"Wo Aata Hoga"** is sung by Tahir Chisti and lyrics are of Anis Wazeerganji.

50.1. **At this stage, it is pertinent to mention here that the defendant no. 1 in his evidence affidavit has for the first time raised the contention that the song for which suit was filed was not the disputed song as the lyrics of the song filed by the plaintiff is different from the song of the defendant.** This contention appears to be correct on basis of the perusal of the lyrics of the song filed together with the copyright certificate and the lyrics of the song filed by the defendant in his affidavit of evidence. However, since the said contention has not been pleaded by the defendant in his WS and has been raised for the first time in his evidence affidavit, thus, it can not be considered at this stage as the plaintiff did not had the opportunity to rebut it in his

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:10:12 +0530

replication/pleadings. Thus, this contention of the defendant is discarded and can not be considered.

50.2. The entire testimony of defendant no. 3 and 4 which has been reproduced above is not repeated again for the sake of brevity. **However, from their testimony and the documents proved on record, the Court has no hesitation in concluding that the defendant no. 3 and 4 have not respected the intellectual property rights in their work and have executed documents both in favour of plaintiff as well as defendant no. 1. The observations made in para 43 above are equally relevant in context of the song "Wo Aata Hoga".**

51. On the basis of the pleadings and the evidence led including the documents proved on record and on the basis of the testimonies of the witness the Court has come to the conclusion as under:-

i. That the song **"Wo Aata Hoga"** and **"Kaun Duniya Mein Mere Yaar Ke"** are not different songs. However, different versions of the song **"Wo Aata Hoga"** are available and uploaded by defendant no.1.

ii. One of the versions has been written by defendant no.4 who is the lyricist Sh. Anis and sung by Mohd. Tahir (Singer) and for plaintiff as well as defendant no.1. The said version is uploaded by **defendant no.1 on 15.01.2020** and **by plaintiff** on **11.02.2020.**

iii. Another version of the song has been sung by **Neha Mehmood Khan**, W/o defendant no.1 for defendant no.1 and has been uploaded on **31.08.2022** by defendant no.1.

iv. The musical work of all the versions of the said song is same and not different. The Music Composer of the said song is not a party to the present suit and as per the plaintiff the Music

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:10:21 +0530

Composer is Mr. Raju Khan whereas as per defendant no.1, the Music Composer is Mr. Satish Arpit. From the evidence on record it is not clear as to whether the Music Composer was Mr. Satish Arpit or Mr. Raju Khan.

v. The Authorship in respect of the music work of the song was with the Music Composer who has not been impleaded as party to the suit nor was summoned as a witness.

52. Onus of proving the claim in respect of the song **"Wo Aata Hoga/Kaun Duniya Mein Mere Yaar Ke"** was upon the plaintiff but the plaintiff has not been able to discharge the said onus due to the following reasons:-

i. Publishing of the said song by defendant no.1 prior to the issuance of NOCs and assignment of rights in the work by defendant no. 3, 4 and music composer in favour of the plaintiff.

ii. Execution of Agreements by defendant no.3 and 4 in respect of the said song assigning their rights to defendant no.1 also.

iii. Non filing of the Annexure A which finds mention in the Agreement of the plaintiff with the Singer Ex.P5.

iv. Non impleadment of the Music Composer as a party to the suit.

"TUM MERE BAAD MOHABBAT KO":-

Documents and Evidence of the Plaintiff:-

53. Now coming to the song **"Tum Mere Baad Mohabbat Ko"**. Plaintiff is relying upon Ex.P-5 certificate of registration of the song **"Tum Mere Baad Mohobbad Ko"** dated 17.06.2019 alongwith **NOC of the Writer**

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:10:29 +0530

Salim Javed and Certificate of Registration dated 02.11.2020 alongwith NOC dated 14.01.2020 of Mohd. Tahir, defendant no.3 (Singer) and Mr. Raju Khan (Music Composer), **screenshot** of the song **"Tum Mere Baad"** on Vianet Islamic Channel wherein the **Singer is Deepika Ojha**. The perusal of the copyright certificate reveals that the **said song is written by some Salim Javed**. The copyright certificate is also accompanied with the copy of lyrics stated to have been written by Mr. Salim Javed. On the other hand, the contention of the defendant is that the said song was written and composed by Defendant no. 1 and sung by Defendant no. 3, Tahir Chisti. In this regard, a singer-management agreement was also executed by the defendant no. 1 and 3. Plaintiff has relied upon Ex.P-5, which is a License Agreement between plaintiff no.1 and defendant no.3 Mohd. Tahir Chisti (Singer), **two Copyright Certificates one dated 17.06.2019 bearing no. L-83338/2019 in respect of Literary/Dramatic work by Salim Javed and Certificate bearing no. SR-15068/2020 dated 02.11.2020 which is a Sound Recording Work and the authors are Mohd. Tahir, Raju Khan and Salim Javed.** Plaintiff is also relying upon the NOC's issued by Singer Mohd. Tahir and Music Composer Raju Khan, and Writer Salim Javed, all dated 14.01.2020.

54. The relevant cross of PW-1 with respect to the sign and lyrics of Salim Javed on the said songs is as follows:

> *"…….At this stage witness is confronted and shown the script i.e.* ***"Tum mere baad mohabbat ko"*** *on page no. 44.*
>
> *I put it to you that on page no. 44 there is no signature of the script writer i.e. Salim Javed.*
>
> *Ans.: After seeing page no. 44 I cannot make out whether the same is signed by the writer i.e. Salim Javed or not.*
>
> *Q.8. Can you identify the signature of script writer i.e. Salim Javed.*

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:10:35 +0530

Ans.: To an extent I can make out the signature of Salim Javed. My second statement is true regarding the signature is true.

It is incorrect to suggest that I cannot identify the actual signature of the writer Salim Javed.

It is correct that there such no signature consent was ever taken by the Licensor for filing the present suit.

Q. 9. ***Whether you have placed any agreement on record between Salim Javed and plaintiffs with regard to the song /script "Tum mere baad mohabbat ko"?***

Ans. There is no agreement between the parties. (Vol.) we usually do not enter into the ***agreement and used to get NOC signed by making payment.***

Q. 10. Whether you have placed any payment receipt made to Salim Javed?

Ans. No.

(Witnesses is shown the NOC at page no. 45)

It is correct that no NOC was obtained by M/s Vianet Media Pvt. Ltd. with regard to the song "Tum mere baad mohabbat ko" ***(vol.)_the NOC obtained by Shubham Audio Video which is sister concern of M/s Vianet Media Pvt. Ltd.***

At this stage witness is shown and confronted the copyright registration certificate bearing reg. no. ***L-83338/2019, dated 17.06.2019*** *on page no. 43.*

Q. 11. Whether the work is published in print form.

Ans. I have no Idea whether the said work was published in print form or not.

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:10:42 +0530

It is correct that no such publication in print form was placed on record/court file.

It is wrong to suggest that no such work was published by you and as such no document in this regard has been placed on record.

At this stage witness is shown and confronted with the document filed along with the Written Statement the defendant no.1 on page no. 75-76.

It is correct that the document which is filed along with the Written Statement the defendant no.1 on page no. 75-76 having registration no. ***L-83423/2019 dated 20.06.2019*** *is registered in the name of Shubham Audio Video Pvt. Ltd.*

It is correct that lyrics of song "Tum mere baad mohabbat ko" having two registration with Shubham Audio Video (Vol.) the lyrics of both the songs are different.

It is correct that other script/lyrics of song "Tum mere baad mohabbat ko" is not placed on record/court file.

I have personally heard both the songs. I have no Idea whether the same are published or not."

55. The relevant cross of the **PW-1** in this regard is as follows:

"At this stage witness is shown and confronted with page no. 66 of the document filed along with the plaint.

I put it to you that song ***"Tum mere baad mohabbat ko"*** *sung by Deepakia Ojha and not by Tahir Chisti.*

Ans. ***The Screenshot at page no. 66 pertains to Deepika Ojha, the said song was also sung by Tahir Chisti.***

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:10:48 +0530

It is correct that no such screen shot of sung by Tahir Chsti has been filed by on record/court file. *It is incorrect to suggest that the plaintiff has not placed on record any screenshot of the song "**Tum mere baad Mohabbat ko**" as the same has never sung by Tahir Chisti for plaintiff is correct that the plaintiff has not filed the screenshot of the song "**Tum Mere baad mohabbat ko**" of the defendant in court record. It is correct that I have heard the complete song "**Tum mere baad mohabbat ko**". I do not remember that lyric written by Salim Javed is same as sung by Deepika Ojha. It is wrong to suggest that the lyrics as mentioned at page no. 44 and the lyrics sung by Deepika Ojha are different and i.e. why, I am not giving proper answer. At some point of time I had heard the song as stated by defendant no.1 in the written statement sung by Tahir, however presently I do not remember. At this stage witness is shown page no.34 of the documents filed by the defendant no.1.*

Q.1. I put it to you that have you heard the song as mentioned in the said page no.34. What do you have to say?

Ans. I have not heard the said song as the same is not available on internet Vol. other versions of the said song I have heard.

To the best of my knowledge only one license agreement dated 11.06.2018 was executed between the plaintiff and the defendant no.3 i.e. Mohd. Tahir. (Vol.) There may be other arrangements also which I am not aware.

At this stage witness is shown the page no.46 which is copyright certificate put it to you when the song as mentioned in copyright certificate was release?

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:10:55 +0530

Ans. As per record shown on page no. 66 the release date of the song is displayed as 11.07.2019. There might be some earlier release of the said song. which I am not aware.

Q.3. I put it to you that all the three songs which are the subject matter of the present suit were released by the plaintiff even prior to entering into agreement dated 11.06.2018?

Ans: I am not aware about the same.

It is wrong to suggest that I am deliberately not answering the same as the plaintiff has already released the said songs earlier/prior to the agreement dated 11.06.2018.

*Q.4.1 put it to you that the song "**Tum mere bod Mohabbat ko**" was released by the defendant no.1 on its YouTube channel on 24.06.2017?*

*Ans: I am not aware about the release date of the said song "**Tum mere baad mohabbat ko**" by the defendant no. I on YouTube channel **"Golden Eye true"**.*

Documents and Evidence of the Defendants:-

56. The defendant has relied upon screenshot of the song uploaded on the channel **"Golden Eye True"** on 24.06.2017 Ex.DW1/1, Agreement dated 10.06.2017 with the Singer Mohd. Tahir Chisti wherein the son "Tum Mere Baad Mohobbat Ko" is mentioned in the Annexure to have been sung **live** for defendant no.1. No agreement in respect of this song with the music composer has been filed by the defendant. Plaintiff has contended that the agreement executed by the defendant no. 1 with singer Tahir Chisti is not valid as it is dated 10.06.2017 and it was notarized later on in 2021. The relevant cross of DW-1 in this regard is as follows:

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:11:00 +0530

*"Q.1. Did you mention in your reply dated 13.08.2022 stating that you are the sole and absolute owner of the songs **"Tum mere baad mohabbat ko" "Patthar ke sapam"** and **"Wo aata hoga"** and the same were recorded by you on 10.06.2017, 24.11.2017 and 25.11.2017 in your 9 own sound recording studio?*

Ans: I had told my counsel regarding the above said recording dates 10.06.2017, 24.11.2017 and 25.11.2017 to my counsel before filing reply dated 13.08.2022 of legal notice dated 11.07.2022.

Q. Did you check the draft reply from your counsel before sending it to the plaintiffs?

Ans.: My counsel read over and explained to me the contents of the reply dated 13.08.2022

It is wrong to suggest that I have not disclosed about the said facts/contents to my counsel. It is wrong to suggest that I have fabricated the agreements placed on record by me. I did not talk to Mohd. Tahir Chisti regarding the agreement entered into between the plaintiff no.1 and Mohd. Tahir Chisti.

Q. Did you try to enquire from Mohd. Tahir Chisti explaining when he had already entered into an agreement with you then why he had entered into agreement with plaintiff no.1 on 11.06.2018?

Ans. ***Earlier 1 was not aware that plaintiff and defendant no.3 Mohd. Tahir chisti entered into agreement dated 11.06.2018 later on when I got to know that I enquired from Tahir Chisti about the same but he did not give any satisfactory answer. I do not remember the exact date, month, and year when I***

KIRAN BANSAL Digitally signed by KIRAN BANSAL Date: 2026.09.30 17:11:06 +0530

talked to Mohd. Tahir Chisti. *Till date I have not initiated any legal action either against plaintiffs or against Mohd. Tahir Chisti regarding the same.*

I have not filed any suit for infringement or any other suit against the plaintiff before any court of law. I have also not filed any suit against defendant no.3 (Mohd. Tahir Chisti). It is correct that I have not filed any counter claim in the present suit. Upon receipt of legal notice sent by plaintiffs 1 got to know that the said songs have been uploaded by the plaintiffs on YouTube Channel. I did not talk to Mohd. Tahir even after coming to know about the loading of the song by the plaintiffs on You Tube channel even after receipt of notice. The agreement exhibited as Ex-DW-1/2 was prepared by Mr. Vishal Advocate. It was prepared in my office at Mayur Vihar, Delhi by my advocate Mr. Vishal. I do not remember the exact date when Ex-DW-1/2 was prepared. The exhibit DW-1/2 was signed in my office. I do not remember who was present when the document was Ex-DW-1/2 was signed. I was not aware as to stamp papers are required or not and as such I did not ask from my counsel regarding the same. It is wrong to suggest that the Ex-DW-1/2 have been forged and fabricated by me. The Ex-DW-1/2 was got attested in the year 2021. My counsel suggested me to get the same attested later on. I got attested in the year 2021 to give strength to the same. I of my own wisdom got the same attested in the year 2021."

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:11:12 +0530

Analysis of the Court

57. The Ld. Counsel for the plaintiff has emphasized much upon the alleged agreement between the defendant no. 1 and 3 and submitted that the same is not valid as it was notarized later on in 2021. This takes this court to Section 19 which is reproduced above to consider whether the assignment agreement is required to be notarized or not. Perusal of Section 19 reveals that the agreement is required to be made in writing and signed and no requirement of registration/ notarized is mentioned in the provision. If there is no requirement of such an agreement being registered or notarized then the agreement will not be invalid for the sake of not being notarized.

58. The present agreement is written and signed by the parties and therefore, it fulfills the requirement of Section 19 Copyright Act. Moreover, as per plaintiff the lyrics of the song were stated to be written by Mr. Salim Javed. The plaintiff has also filed his name as a witness as plaintiff's witness. However, he has not summoned him as a witness to prove the fact that he has written the said lyrics for plaintiff.

59. Defendant no.3 has stated during his examination that he had sung the said song for defendant no.1 **live** and he used to **perform** the song **"Tum Mere Baad Mohobbat Ko" on stage**. When questioned as to whether he had sung the said song for the plaintiff, defendant no.3 gave an evasive answer that he does not remember. **However, he has issued an NOC in respect of the said song in favour of the plaintiff. Plaintiff however has not filed any screenshot to show that the said song sung by defendant no.3 has been published on their channel. The screenshot filed by the plaintiff pertains to Singer Deepika Ojha. Defendant no.3 though had stated during his evidence that he does not remember whether he had sung the song for the plaintiff or not but he himself has filed a screenshot of the said song sung by Tahir Chisti released on the channel "Team Films**

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:11:19 +0530

Bhojpuri" as per which the said song was uploaded on 29.03.2018. The said song was also uploaded on 29.03.2018 on the channel "Shree Cassettes". The said song was also uploaded on the Channel "Team Film" on 05.04.2018 as per the document filed by defendant no.3. The said song was also uploaded on the Channel "Vianet Islamic" on 11.07.2019 wherein the singer is Deepika Ojha as per the document filed by defendant no.3.

60. As the defendant no. 3 himself has filed the said documents, said documents can be considered by the Court against defendant no. 3 even if the defendant no. 3 has not proved the same during evidence. The said songs were thus, published by the plaintiff in 2018 itself. However, the defendant had uploaded the said song on his channel on 24.06.2017. Defendant no. 3 has stated that he had only sung the said song for defendant no. 1 **live** and had **performed** the said song for defendant no. 1 **on stage** and, therefore, the performance on the stage cannot be considered to be musical work for sound recording. However, the video uploaded by the defendant no. 1 consists of the cinematographic film which is produced by the defendant no. 1 himself i.e. Sh. Mahmood Hasan. The shooting is of Manali and defendant no. 1 has lipsung the song in the video. It has been observed by the Hon'ble Delhi HC in the case of ***Mr. Ilayiaraaja vs Saregama India Limited (supra)*** that the sound recording accompanying the cinematographic film was also included within the definition of the 'cinematographic film' and its copyright would vest in the producer.

> *"29.1 SIL has sought to contend that, by virtue of the definition of "cinematograph film" in Section 2(f), the sound recording accompanying a cinematograph film was also included within the definition of "cinematograph film". There can be no cavil with this contention.*

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:11:25 +0530

29.2 Ergo, submits SIL, the sound recordings contained in the various songs in the film Moodu Pani were also contained within the ambit of the expression "cinematograph film". There can be no cavil with this proposition either."

The plaintiff has not challenged the fact that the cinematographic film of the song "Tum Mere Baad Mohabbat Ko" is not of the defendant no. 1. Moreover, as per Section 2(d)(v) of The Copyright Act, in case of cinematographic film, the producer is the copyright holder. Thus, the copyright w.r.t. to the audio-video recording "Tum Mere Baad Mohabbat Ko" vests with the Defendant no.1.

61. Plaintiff has relied upon the copyright certificate and NOCs to prove that the he is the rightful owner of the song. However, the defendant no. 1, though not having copyright certificate, has proved that he has uploaded the song much prior than the plaintiff and, in some songs, even prior to their registration by the plaintiff. This, is where the scales tilts in favour of the defendant no. 1.

62. As per the plaintiff, the writer of the said song was Sh. Salim Javed but Sh. Salim Javed has not been examined as witness by the plaintiff to prove that he was the writer of the song. As per defendant no. 1, he was the writer and composer of the song. It was not established on record as to who was the writer and composer of the said song.

63. On the basis of the pleadings and the evidence led including the documents proved on record and on the basis of the testimonies of the witness the Court has come to the conclusion as under:-

i. That the song **"Tum Mere Baad Mohabbat Ko"** was sung live and was performed on stage by defendant no. 3 for defendant no. 1.

ii. The said song was also sung by Deepika Ojha.

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:11:31 +0530

iii. It is not clear as to who is the lyricist of the said song in as much as the plaintiff has claimed Salim Javed to be the lyricist and defendant no. 1 claimed himself to be the writer.

iv. The musical work of all the versions of the said song sung by different singers is same and not different. The Music Composer of the said song is not a party to the present suit and as per the plaintiff the Music Composer is Mr. Raju Khan whereas as per defendant no.1, he himself is the Music Composer. From the evidence on record it is not clear as to whether the Music Composer was defendant no. 1 or Mr. Raju Khan.

v. The Authorship in respect of the music work of the song was with the Music Composer who has not been impleaded as party to the suit nor was summoned as a witness.

64. Onus of proving the claim in respect of the song **"Tum Mere Baad Mohabbat Ko"** was upon the plaintiff but the plaintiff has not been able to discharge the said onus due to the following reasons:-

i. Publishing of the said song by way of an audio-video recording as a Cinemetographic Film by defendant no.1 prior to the issuance of NOCs and assignment of rights in the work by defendant no. 3, lyricist Salim Javed and music composer in favour of the plaintiff.

ii. Execution of Agreement by defendant no. 3 in respect of the said song assigning his rights to defendant no.1 also.

iii. Non filing of the Annexure A which finds mention in the Agreement of the plaintiff with the Singer Ex.P5.

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:11:38 +0530

iv. Non impleadment of the Music Composer as a party to the suit and non examination of the lyricist Sh. Salim Javed as witness.

65. Thus, in view of the above discussion, the Issue No.1, 2 and 3 are decided in favour of defendant no.1 and against the plaintiff.

Issue No.4 & 5:

Issue no. 4: Whether the plaintiff is entitled for an order of delivery up of all the impugned channels, account books and other incriminating material by the defendants on the channels GOLDEN EYE TRUE and GOLDEN EYE STUDIO as prayed in para (c) of the prayer clause? OPP.

Issue no. 5: Whether the plaintiff is entitled to damages in his favour and against the defendant on account of loss of business and reputation and if so, for what amount? OPP.

66. The onus of these issues was upon the plaintiff. However, as the plaintiff has not been able to discharge the initial onus that he has the Copyright with respect to the songs therefore, plaintiff is not entitled for any delivery up or damages as prayed for.

These issues are decided in favour of the defendant and against the plaintiff.

Issue No.6:-

Issue no. 6: Whether the plaint does not disclose any cause of action in favour of the plaintiff and against the defendants? OPD.

KIRAN BANSAL Digitally signed by KIRAN BANSAL Date: 2026.09.30 17:11:46 +0530

67. The onus of this issue was upon the defendant. The plaint discloses cause of action in para 25. The defendant no.1 has contended that they are the owner of the said songs and they had published and uploaded the said songs prior to the plaintiff, therefore, the plaintiff had no cause of action in their favour. However, the plaintiff has the Copyright Certificate in his favour and the defendant no.3 (Singer) and 4 (Lyricist) and Sh. Raju Khan (Music Composer) have also issued NOC in favour of the plaintiff in relation to the said impugned songs and therefore, it cannot be said that the plaintiff did not have any cause of action in their favour. This issue is decided in favour of the defendant and against the plaintiff.

Issue No.7:-

Issue no. 7: Whether the defendant no.1 is the sole and absolute owner of the songs "Tum mera baad mohobat ko", Pathar ke Sanam and "Wo Aata Hoga"? OPD.

68. In view of findings in relation to Issue No. 1 to 3, no separate findings are required on this issue. This issue is decided accordingly.

Conclusion

69. **A song blends the art of the writer, the beauty of the music and the voice of the singer into a gift that the whole world enjoys. Song is thus, woven by words and malody brought to life by a singer's voice to touch the hearts of the world. The creators/authors of the song are thus, expected to respect its intellectual property rights more than anyone else in the world.** However, defendant no. 3/Mohd. Tahir Chisti (Singer) and the defendant no. 4/Sh. Anis (Lyricist) lacked in their ethical responsibility and failed to maintain accountability. Be that as it may. The agreement Ex. P-5 was valid till 10.06.2023. The NOCs vide which the singer, writer and music composer had assigned their rights in favour of plaintiff no. 2 are all of

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:12:27 +0530

January, 2020. All the NOCs do not mention any specific time period of assignment and thus, as per Section 19(5), the assignment shall be deemed to be for five years from the date of issuance of NOCs. The agreements Ex. DW-1/2 and Ex. DW-1/5 of defendant no. 1 with defendant no. 3 is dated 10.06.2017 and 23.11.2017 respectively. The agreement Ex. DW-1/4 with the defendant no. 4 and defendant no. 1 is dated 10.10.2017. None of the agreements of the defendant no. 1 mentions any term of assignment and thus, as per Section 19(5), the assignment shall be deemed to be for five years. **As on date**, assignment agreements in favour of both the plaintiff and defendant no. 1 have expired and legally none of them is rightful owner of the said songs/ lyrics/ musical composition unless fresh agreements regarding assignments of work are executed by the person who originally created the work i.e the authors.

Issue No.8:-

Relief

70. On the basis of above discussion, the suit of the plaintiff is dismissed. No order as to costs. File be consigned to Record Room.

Announced in the open court on 30th of September, 2026

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:12:45 +0530

(Kiran Bansal)
District Judge, Commercial Court-02, Shahdara District, Karkardooma Courts, Now as Presiding Officer, Special Exclusive-Court-05 (NIA Act, 2008, UAPA), RACC, Delhi / 30.09.2026

Note: The undersigned has been transferred as Presiding Officer Special Exclusive Court-05 (NIA Act, 2008, UAPA), RACC pursuant to order No. 32/D-3/Gaz.-IA/DHC/2026 dated 01.08.2026 and therefore, the present case has been disposed off in compliance of directions issued in the said order.

Annexure-A

CS (Comm) No. 558/2022 **FORM 'A'**

LIST OF WITNESSES

S. NO.	Name of Witnesses	Whether witnesses of plaintiff or defendant
1.	**PW-1:** Sh. Ankit Gupta, Director of M/s. Vianet Media Pvt. Ltd. And AR of M/s. Shubham Audio Video Pvt. Ltd.	**Plaintiff's Witness**
2.	**PW-2:** Sh. Pankaj Kumar Pandey.	**Plaintiff's Witness**
3.	**PW-3:** Mohd. Tahir.	**Plaintiff's Witness**
4.	**PW-4:** Sh. Anis.	**Plaintiff's Witness**
5.	**DW-1:** Mehmood Hasan, Proprietor of M/s. Golden Eye True.	**Defendant's Witness**

Annexure B
LIST OF DOCUMENTS OF PLAINTIFF

S. NO.	Exhibit/Mark	Date of Exhibit	Description of Exhibit
1.	**Mark-1**	**04.01.2024**	Digital Copy of Certificate of incorporation of the plaintiff no.1.
2.	**Mark-2**	**04.01.2024**	Copy of Certificate of incorporation of the plaintiff no.2.

KIRAN BANSAL Digitally signed by KIRAN BANSAL Date: 2026.09.30 17:12:57 +0530

3.	**Mark-3**	**04.01.2024**	The Articles of Association of Memorandum of Association of plaintiff no.1.
4.	**Mark-4**	**04.01.2024**	The Articles of Association and Memorandum of Association of plaintiff no.2.
5.	**Mark-5**	**04.01.2024**	The Board Resolutions dt. 07.09.2022
6.	**Ex.PW1/1 (de-exhibited as Ex.PW1/6)**	**04.01.2024**	The Board Resolutions dt. 24.09.2022
7.	**Ex. P-1**	**04.01.2024**	YouTube Channel of plaintiff alongwith content details uploaded by plaintiff
8.	**Ex.P-2**	**04.01.2024**	Legal Notice alongwith postal receipts and reply sent by defendant no.1, 2.
9.	**Ex.P-3**	**04.01.2024**	YouTube Channel of defendant no.1 alongwith contents/songs details is admitted by defendant no.1, defendant no.3 and defendant no.4.
10.	**Ex.P-4**	**04.01.2024**	E-mail exchanges between the parties
11.	**Ex.P-5**	**04.01.2024**	License Agreement Dt. 11.06.2018

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:13:04 +0530

			between plaintiff no.1 and Mohd. Tahir
12.	**Ex.P-6**	**04.01.2024**	Copyright Certificate alongwith NOC
13.	**Ex.PW1/2 (de-exhibited as Ex.PW1/7)**	**04.01.2024**	Order XI R 6 of CCA, 2015 as well as Certificate U/s. 65B IE Act
14.	**Ex.PW2/A**	**25.11.2024**	Certificate registration dt.27.05.20
15.	**Ex.PW2/B**	**25.11.2024**	Certificate Registration dt. 17.06.2019
16.	**Ex.PW2/C**	**25.11.2024**	Certificate Registration dt. 02.11.2020
17.	**Ex.PW2/D**	**25.11.2024**	Certificate Registration dt. 18.05.2020

LIST OF DOCUMENTS OF DEFENDANT

S. NO.	Exhibit/Mark	Date of Exhibit	Description of Exhibit
1.	**Ex. DW1/1**	**16.04.2024**	Screenshot of youtube channel showing the song "Tum mere bad mohbat ko"
2.	**Ex. DW1/2**	**16.04.2024**	Agreement executed between Sh. Mohd. Tahir and defendant no.1 dated 10.06.2017
3.	**Ex. DW1/3**	**16.04.2024**	Screenshot of youtube channel showing the

KIRAN BANSAL Digitally signed by KIRAN BANSAL Date: 2026.09.30 17:13:11 +0530

			song “Pathar Ke Sanam”
4.	**Ex. DW1/4**	**16.04.2024**	Agreement executed between Sh. Anis and Defendant no.1 dated 10.10.2017
5.	**Ex. DW1/5**	**16.04.2024**	Agreement executed between Sh. Mohd. Tahir and Defendant no.1 dated 23.11.2017
6.	**Ex. DW1/6**	**16.04.2024**	Agreement executed between Sh. Satish Arpit and defendant no.1 dated 31.10.2017
7.	**Ex. DW1/7**	**16.04.2024**	Screenshot of Whatsapp message between Anis and Defendant no.1 dated 29.09.2020
8.	**Ex. DW1/8**	**16.04.2024**	Mobile bill dated 12.11.2020 in respect of mobile gifted by defendant no.1 to Sh. Anis
9.	**Ex. DW1/9**	**16.04.2024**	Screenshot of Whatsapp message between Sh. Anis and Defendant no.1 dated 26.03.2022
10.	**Ex. DW1/10**	**16.04.2024**	Screenshot of Youtube channel showing the song “Wo Aata Hoga”
11.	**Ex. DW1/11**	**16.04.2024**	Songs "Wo Aata Hoga" written by Mohd. Tahir in his own handwriting in the letter head of the Defendant No. 1
12.	**Ex. DW1/12**	**16.04.2024**	Bank statement showing that Defendant

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:13:16 +0530

			No.1 transferred sum of Rs.10,000/- in the account of Mohd. Tahir dated 19.2.2022
13.	**Ex. DW1/13**	**16.04.2024**	Copy of the screenshot showing registration of the song "Tum Mere Baad" registered in the name of Salim Javed registered by the plaintiff vide ROC NO. L-83423/2019 dated 20.06.2019
14.	**Ex. DW1/14**	**16.04.2024**	Screenshot showing copyright claim given by the plaintiff of said song “Pathhar Ke Sanam”

KIRAN BANSAL
Digitally signed by KIRAN BANSAL
Date: 2026.09.30 17:13:23 +0530