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

INTERIM APPLICATION (L) NO. 41013 OF 2025
IN
COMMERCIAL IP SUIT NO. 717 OF 2025

Saregama India Limited ...Applicant
In the matter between :
Trimurti Films Pvt. Ltd. ...Plaintiff
Versus
Dharma Production Pvt. Ltd. and Others ...Defendants

Mr. Ravi Kadam, Senior Advocate a/w Mr. Hiren Kamod, Ms. Mohin V., Ms. Aarti Aggarwal, Mr. Karan Khiani, Mr. Rohan Lopes i/b Rashmi Singh for Plaintiff.

Mr. Birendra Saraf, Senior Advocate a/w Mr. Parag Khandhar, Chandrima Mitra, Ms. Anaheeta Verma, Ms. Pratyusha Dhedda i/b DSK Legal for Defendant No. 1.

Dr. Virendra Tulzapurkar a/w Mr. Gaurav Mehta, Ms. S. Yadav, Mr. S. Shende, Mr. S. Singh i/b Ms. Tejal Karania for Defendant No. 3.

Coram : Sharmila U. Deshmukh, J.
Date : 23rd December, 2025.

ORDER :

1. The Interim Application was moved urgently in view of the impending release of the cinematograph film titled “Tu Meri Main Tera Main Tera Tu Meri” by Defendant No 1, which according to the Plaintiff, by incorporating the adaptation of the song “Saat Samundar Paar” in the movie, constitutes infringment of the Plaintiff’s copyright in the

underlying musical work as well as the lyrics of the said song "Saat Samundar Paar".

2. In view of the urgency, the application was listed on 19th December, 2025 on which date the reply Affidavits of Defendant Nos 1 and 3 were tendered. In view thereof, time was sought on behalf of Plaintiff and matter was listed on 22nd December, 2025. There is no rejoinder filed to the Affidavit-in-reply of Defendant No. 1 and 3 and the arguments proceeded on denial.

3. The Plaintiff's case in the plaint is that by Agreement of 14th November, 1990 executed between Plaintiff and Defendant No. 3, the Defendant No. 3 was assigned certain limited rights in the sound recordings in the Plaintiff's film for the purpose of making records and music cassette and for certain purposes more particularly, set out in the Agreement. It is the Plaintiff's case that the right to use the sound recordings or the underlying works including the lyrics or the tune for any other purpose continued to vest with the Plaintiff and that the Plaintiff continues to own the right to exploit the sound recording or any part thereof of the original song "Saat Samundar Paar" by incorporating in any cinematograph film. It is stated that the rights conveyed under the agreement did not include any right to synchronize, remix, modify, embody, adapt, alter, or otherwise incorporate the sound recordings titled "Saat Samundar Paar" as part

or subsumed within in the wholly new or independent copyrighted work including a new cinematograph film or other visual without prior authorization. The Plaintiff acquired knowledge about the unauthorized use of the remix songs "Saat Samundar Paar" and the underlying works therein in early December, 2025, hence, the suit came to be filed for an order of restraint *inter alia* from infringing the Plaintiff's copyright in the sound recordings titled "Saat Samundar Paar" or any underlying works including the musical work or lyrics.

4. The Defendant No. 1 in its reply contended that Defendant No. 3 had in the past granted license to third-party for use and for adaptation of the said song which featured in the movie titled 'KICK' released in 2014 and in the web series 'Hai Junoon' which released in 2025. It was stated that on 25th December, 2024, the teaser of the film was released which featured the opening background score of the subject song and therefore, there is delay which would disentitle the Plaintiff to the injunctive relief.

5. The Defendant No. 3 in its Affidavit-in-reply has contended that the clauses in the Agreement indicates the Defendant No 3's ownership of all copyright in the sound recordings, literary works and musical works. There is inordinate delay as the Agreement is of the year 1990, and after the period of 35 years, the Plaintiff is questioning the rights assigned under the said agreement. The Defendant No. 3

has, in the past, granted license rights in the said songs for sychronization purposes to third-parties in the movie "KICK" which was released on 25th July, 2014, "CADBURY" advertisement which was released on 30th September, 2015 and "Jabariya Jodi" which was released on 9th August, 2019. It was contended that the official announcement of the movie was made on 25th December, 2024 when the tune of the said song was promoted and thereafter, the movie was promoted on Instagram in June, 2025 and November, 2025. It is stated that on 4th December, 2025, the Plaintiff's promoter expressed his grievance in an interview article after waiting for almost one year. It is contended that Defendant No. 3 has time and again licensed the said song for use to different third parties followed by royalties being paid to the Plaintiff.

6. Mr. Kadam, learned Senior Advocate for the Plaintiff would submit that the assignment of copyright was limited to the sound recordings for the purpose of making records and video cassettes and only for beneficial enjoyment of that right, the underlying musical work could be exploited. He submits that the agreement does not speak of any consideration to be paid for assignment of underlying musical score indicates that the underlying musical works could not be exploited independently. He submits that the Defendant No 4 has remade the original musical score which is to be featured in the

upcoming movie and therefore, it is not the exploitation of the original sound recording but an independent exploitation of underlying musical score which constitutes infringement of Plaintiff's copyright in the musical score and lyrics. He would submit that the suit had been filed on 13th December, 2025 immediately upon the promotion of the movie in December, 2025. He submits that the Plaintiff is not aware of the teaser which was released in December, 2024 and there is no material as regards the promotion in June, 2025. He submits that therefore, there is no delay. He would further submit that on 17th December, 2025, the music album was released and on 18th December, 2025, trailer of the movie was released which did not have the remixed song. He has taken this Court through Clause 3(A)(i) of the Agreement of 1990 to submit that the right conferred by the latter part of the said clause was in context of exploitation of sound recording for making records and cassettes and for beneficial enjoyment of that right, the underlying musical score could be exploited. He points out to Clause 12 of the Agreement to contend that the consideration is linked to the sale of records. He would further take this Court to clauses 5, 6 and 7 of the Assignment Agreement to contend that the same refers only to sound track and recorded tapes. He has taken this Court to the provisions of Section 2a(iv), Section 13, 14 of Copyright Act, 1957 to support the submissions as regards the copyright in the underlying

works remained vested in the Plaintiff.

7. In support, he relies upon the following decisions :

Super Cassettes Industries Pvt. Ltd. and Others vs. Trimurti Films Pvt. Ltd.[1]

8. Dr. Tulzapurkar, learned Senior Advocate for Defendant No. 3 would submit that the application suffers from inordinate delay and laches and acquiescence and on this count alone, the application should be dismissed. He submits that the Defendant No. 3 has already exploited its right in the manner alleged to be restricted/unpermitted by the Plaintiff, in the movie "KICK" released in 2015, "CADBURY" advertisement released in 2015 and movie "Jabariya Jodi" released on 9th August, 2019. He would interpret Clause 3(A)(i) of the Assignment Agreement as an absolute and complete assignment and would contend that by reason of the assignment the song was in the past licensed for synchronization purposes to the third-party to which there was no objection by the Plaintiff. He would further point out the contents of the communication dated 14th December, 1990 addressed by the Defendant No. 3 to the Plaintiff stating about use of the musical score in any compilations/combination which the market will demand which amounts to complete assignment. In support, he relies upon the following decisions :

1 Commercial Appeal (L) No. 70 of 2017 in Notice of Motion (L) No. 515 of 2017, decided on 28th August, 2017.

Dashrath B. Rathod vs. Fox Star Studios India Pvt. Ltd.[2]

Rupali P. Shah vs. Adani Wilmer Limited[3]

Rajesh Jhaveri vs. Saregama India Limited and Another[4]

9. Dr. Saraf, learned Senior Advocate for Defendant No. 1 submits that while considering the grant of ad-interim relief, the balance of convenience plays an important factor. He has taken this Court through the assignment agreement which defines work, record, contract work and would contend that all rights in the musical work was assigned to the Defendant No. 3 under Clause 3(A) (i). He submits that if the assignment was limited to making of records, there was no requirement for the latter part of Clause 3(A)(i). He would further draw attention of this Court to Section 14 of the Copyright Act, 1957, to point out the separate manner in which the rights in case of sound recording, literary, dramatic or musical work are set out. He submits that the consideration arrived at is the commercial understanding between the parties. He submits that if the assignment was limited to only making of records, the song could not have been licensed to third party earlier for exploitation including adaptation. He would further submit that the acquisition of knowledge is stated to be in November, 2025, which was sought to be amended by tendering a draft

2 Notice of Motion (L) no. 693 of 2017 in Suit (L) No. 196 of 2017, decided on 21st March, 2017.
3 2025 SCC OnLine Bom 2540.
4 Notice of Motion No. 489 of 2017 in Commercial IP Suit No. 590 of 2017, decided on 16th July, 2025.

amendment. He submits that the teaser was released in December, 2024 and the Plaintiff being in the same industry cannot contend that the said teaser went unnoticed. He submits that considering the delay and the fact that the movie is due for release on 25th December, 2025, the balance of convenience is not in the favor of the Plaintiff. He would further submit that upon acquiring knowledge of the song being part of the movie, the Plaintiff did not approach the Defendant Nos. 1 and 2 or issue any legal notice but approached the media. He would further submit that the Plaintiff has sought the relief of damages and injunctive relief need not be granted. In support, he relies upon the following decisions :

Dashrath B. Rathod vs. Fox Star Studios India Pvt. Ltd.[5]

Biswaroop Roy Choudhary vs. Karan Johar[6]

Mahesh Vaijnathrao Doijode vs. Yashraj Films Private Limited and Others[7]

Arbaaz Khan Production Private Limited vs. Northstar Entertainment Private Limited and Others[8]

Sai Paranjpaye vs. PLA Entertainment Private Limited and Others[9]

Shemaroo Entertainment Ltd. vs. Amrit Sharma and Others[10]

---

5 2018(1) Mh. L.J. 474.
6 2006 SCC OnLine Del 828.
7 Notice of Motion (L) No. 1153 of 2016 in Suit (L) No. 343 of 2016, decided on 11th April, 2016.
8 Notice of Motion (L) No. 1049 of 2016 in Suit (L) No. 301 of 2016.
9 Notice of Motion (L) No. 764 of 2013 in Suit (L) No. 280 of 2013, decided on 4th April, 2013.
10 FAO (OS) No. 292/2012 and C.M. No. 11437 of 2012, decided on 20th July, 2012.

SAREGAMA India Ltd. vs. Puneet Prakash Mehra and Others[11]

10. In rejoinder, Mr. Kadam would submit that decision of ***Rupali Shah*** (supra) is inapplicable as in the case ***Super Cassettes Industries Pvt. Ltd. and Others vs. Trimurti Films Pvt. Ltd*** (supra), the Division Bench has held that the decision does not deal with the copyright in the underlying work. He submits that the communication of 14th December, 1990 gave access to the underlying works for the purpose of marketing and promotion. He submits that in the earlier licenses given to third party retained the original musical score and there was no adaptation of the song as is now sought to be done. He would distinguish the decisions relied upon by Dr. Saraf to contend that in none of these decisions, the issue as regards the right in the underlying work was under consideration. He submits that the relief of damages cannot constitute a ground to deny the interim relief. He submits that there is no delay as there is only one post in December, 2024 and thereafter, in December, 2025, about the release of the movie with the remixed version of this song and therefore, the balance of convenience is in favor of the Plaintiff.

11. I have given considered the submissions and carefully perused the material on record.

12. Despite the urgency on 19th December, 2025, time was sought as

11 APO No. 254/2010, decided on 1st October, 2010.

the Affidavit-in-reply was tendered in Court and though the matter was posted on 22nd December, 2025, there is no rejoinder to the Affidavit. Hence the positive case of the Plaintiff that in the music album released on 17th December, 2025 and the trailer which is released on 18th December, 2025, the subject song does not feature cannot be considered.

13. At the ad-interim stage, the submission is confined to the Plaintiff's right in the underlying musical score, which according to the Plaintiff could not have been exploited independently by adaptation. Vide Agreement dated 27th November, 1990, the Plaintiff who was producer entered into an arrangement with Defendant no 3 which is a music company for assignment of copyright. Clause 2 of the agreement defines the expression 'work', 'record', 'contract recordings' and 'contract works' as under –

> **"WORK –** shall mean any one or more of literary dramatic musical or artistic work as defined in the Copyright Act, 1957.
>
> **"RECORD –** shall include a gramophone disc record magnetic tape record (whether reel to reed, endless loop, in cassette or cartridge form or otherwise howsoever) or any other contrivance or appliance whatever bearing or used for emitting sounds whether or not the same also bears or can bear visual images or is or can be joined to be used in conjunction with or part of a contrivance or appliance bearing or used for giving visual images but shall exclude a cinematograph film as immediately hereafter defined.
>
> **"CONTRACT RECORDINGS" –** shall mean recordings or

performances comprising the Producer's Films whether or not they are incorporated in the final versions of the Producer's Films.

"CONTRACT WORKS" – shall mean all works of a literary dramatic or musical nature performed in contract recordings."

14. Clause 3(A) (i) and (ii) reads as under:

"(i) the copyright for making records of all contract works which are made available to the Company under the terms of this Agreement and the copyright, performing right and all other rights, title and interest in and to the literary dramatic and musical works embodied in the Producer's Films including all rights of publication, sound and television broadcasting, public performance and mechanical reproduction of the said works.

(ii) the sole and exclusive right to make or authorise the making of any record embodying the contract recordings, either alone or together with any other recordings."

15. Clause 8 of the Agreement reads as under:

"8. The Company shall be the owner of the original plate within the meaning of the Copyright Act, 1957 and any extensions or modifications thereof of any performance from which any records are manufactured in pursuance of this Agreement."

16. Section 18 of the Copyright Act permits assignment either wholly or partially and either generally or subject to limitations. Clause 3A speaks of the assignment being absolutely and beneficially for the world which means an absolute assignment. Now what is assigned wholly is contained in Clause 3A(i), which consists of two parts – the first part assigns the copyright for making the record of all contract works which as per the defined expression means all works of literary,

dramatic or musical nature performed in the contract recordings. The second part deals with the copyright, performing right and all other rights, title and interest in and to the literary, dramatic, musical work embodied in the producer's film including all rights of publication, sound and television broadcasting public performance and mechanical reproduction of the works.

17. Clause 3A(i) did not stop at the assignment of copyright for making record of the contract works, which assignment would have sufficed for purpose of exploiting the sound recording for making records and casssettes but went as far as to assign all other rights, title and interest in and to the literary, dramatic and musical work embodied in producer's film, which is defined in the agreement to include all cinematograph film. The latter part of Clause 3A(i) was unnecessary if the intent was of limited assignment not extending to assignment of underlying musical score. The said clause is widely worded and in teeth of this all encompassing assignment, the Plaintiff cannot contend after a period of 35 years that what was assigned was only limited assignment of copyright in sound recordings for the purpose of making records. It is also pertinent to note that in past 35 years, there is not a single instance where the Plaintiff has exercised the purported retained right and exploited the underlying musical work or the lyrics, while on the other hand, the Defendant No 3 has

openly and to the knowledge of the Plaintiff licensed the musical score independently not for purpose of making records or cassettes but for incorporation in movie, web series and advertisement.

18. The assignment of the copyright for making records was one part of the assignment and the other part assigned all other rights, title and interest to the musical work embodied in the producer's film. There is distinct compartmentalisation of the copyright in sound recording for making records and all other right, title and interest in musical work. From conjoint reading of the various clauses of the Agreement, I am unable to subscribe to the reading as done by Mr. Kadam to interpret clause 3A(i) to mean that the assignment of right, title and interest was only for the purpose of making record of all contract works and there was no independent right in the underlying musical score.

19. Section 14 of the Copyright Act, 1957 which governs the meaning of copyright sets out different rights in case of literary, dramatic or musical work and sound recording. In so far as copyright in musical work, copyright means the exclusive right *inter alia* to make any adaptation of the work, whereas copyright in the sound recording is the exclusive right to make any other sound recording embodying it or to sell, or communicate the sound recording to the public. *Prima facie* Clause 3A(i) by using the expression "all other rights, title and interest

in and to literary, dramatic and musical work" in the latter part assigned the entire bouquet of rights comprised in the copyright including adaptation of the musical work.

20. If Mr. Kadam is right in contending that the assignment was only for the purpose of making the records and for no other purpose, there is no reason as to why the Defendant No. 3 was permitted to license the song in two movies and one advertisement earlier without any objection. It is sought to be contended by Mr. Kadam that the license was only for the synchronization purpose, which according to Mr. Kadam would mean that the original musical score is made available as background score with different visual. The musical work which was licensed not only to the movie "KICK" and the "Cadbury" advertisement but also in web series 'Hai Junoon' which was released in 2025 has been played in the Court. *Prima facie* upon hearing the manner in which the underlying musical work of the subject song has been adapted in the web series 'Hai Junoon' by introducing additional elements, I am not inclined to accept the submission that in the past, the original musical score was retained.

21. The reliance on the consideration aspect being linked only to the sale of records does not take the Plaintiff's case any further. The parties entered into commercial contract and have chosen to link the consideration to the sale of the records. In my view, the said fact

cannot be a significant factor to come to a *prima facie* conclusion that by reason of consideration what was assigned was the restricted copyright for making the records and cassettes. The said contention would also not align with the arguments of Mr. Kadam that the original musical score was permitted under the agreement to be licensed for use in the movies earlier. Even for licensing the original musical score to third party, there is no mechanism provided under the agreement for payment of consideration which is linked exclusively to sale of records.

22. The assignment agreement is a standard agreement which was the subject-matter before the Delhi High Court in the case of ***Shemaroo Entertainment Ltd. vs. Amrit Sharma*** (supra). While interpreting identical clause 3(A)(i), the Hon'ble Delhi High Court has held that the wordings used in clause 3(A)(i) are *prima facie* indicator of the intent of the party to the contract which is to assign the rights absolutely and worldwide and all the rights available with the producer. In that case, the producer after entering into identical assignment agreement with music company permitted third party to use catch words from the song and to exploit audio rights. The submission before that Court by the Appellant was that none of the Respondents have a right to use the remake of the song which vests exclusively with the Appellant and the Respondent No. 6 did not therefore, have any

right to use the lyric of the song separately. The submission canvassed is similar to the submission canvassed by Mr. Kadam and in that case, right was claimed in underlying lyrics. The Hon'ble Division Bench has held that the view taken by learned Single Judge of that Court is a plausible view which can be found on the basis of the meaningful reading of clauses of the Agreement. Upon reading of identical clauses in present case, *prima facie* I am in agreement with the interpretation placed by the Delhi High Court.

23. Insofar as the decision of the Calcutta High Court in Eros International Media Pvt Ltd vs Puneet Prakash Mehra is concerned, Mr. Kadam would point out that the decision was delivered in the year 2010 subsequent to which there was amendment to Section 18 of Copyright Act. The statutory enactment which would govern the parties is the enactment which was in force at the time of execution of the contract in the year 1990 and the parties are presumed to be aware of the statutory regime and accordingly enter into commercial contracts.

24. In that case, the assignee had granted license to record and synchronize the lyrics and music of the songs to the third-party which was objected by the producer. Mr. Kadam would rely on the observations of Hon'ble Division Bench that before the Learned Single Judge, the issue of copyright assignment of entire song was not raised

and that issue concerned was of synchronization. The Hon'ble Division Bench at page 23 formulated a specific issue as regards the retention of ownership of copyright in the musical score. It held that upon reding of Clause 3A with Clause 8 that the copyright is bundle of rights which includes copyright of sound, lyrics and sound track. The Hon'ble Division Bench negated the contention that right of re-recording or synchronization was not given. It needs to be noted that insofar as the synchronization is concerned, the licensee in that case has synchronized the lyric and music of few lines of the subject song in the movie produced by the licensee. Considering that in that case, synchronization was taken as using part of the copyrighted song along with a combination with other songs, the Plaintiff is not right in contending that the synchronization would mean using the original sound recording with different visual.

25. In my view, *prima facie* the Plaintiffs have failed to make out a case that the assignment agreement granted limited assignment in favor of Defendant No. 3 for exploiting the sound recording for making of records and only for that purpose, the underlying musical score could be exploited. Insofar as the balance of convenience is concerned, the Defendant No. 3 has been exploiting the underlying musical score as is evident from the licensing of the musical scores three times in the

past. It is not denied by the Plaintiff that there was no teaser release in December, 2024 and it is no answer to say that the teaser went unnoticed. The Plaintiff-Company is part of the same industry and it is difficult to accept that the Plaintiff was unaware that the remake of the original song is being proposed for use in the upcoming movie. Even accepting for the sake of arguments that there is no delay on the part of the Plaintiff, it cannot be be disputed that production of a cinematograph movie involves substantial investment and there is no material on record to show that *prima facie* the subject song can be deleted without causing any harm to the script or that it is not an integral part of the script. The The balance of convenience tilts in favor of the Defendants and in event, the ad-interim relief is granted, the Defendants would suffer grave prejudice.

26. In light of the above discussion, I am not inclined to grant ad-interim relief. The ad-interim relief stands refused.

27. List the Interim Application for further consideration on 9th January, 2026.

[Sharmila U. Deshmukh, J.]