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

+ **CS(COMM) 143/2026**

SAREGAMA INDIA LIMITEDPlaintiff

Through: Mr. Chander M. Lall, Senior Advocate
alongwith Mr. Ankur Sangal, Mr.
Ankit Arvind, Mr. Shashwat Rakshit,
Mr. Rishabh Rao and Ms. Annanya
Mehan, Advocates.

versus

MR ILAIYARAAJADefendant

Through: None.

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

% **13.02.2026**

I.A. 4117/2026 (Exemption from Pre-Institution Mediation)

1. This is an application filed by the plaintiff seeking exemption from instituting Pre-Litigation Mediation under Section 12A of the Commercial Courts Act (“CC Act”).

2. As the present matter contemplates urgent interim relief, in light of the judgment of the Supreme Court in *Yamini Manohar vs. T.K.D. Keerthi: (2024) 5 SCC 815*, exemption from the requirement of Pre-Institution mediation is granted.

3. The application stands disposed of.

I.A. 4118/2026 (Additional Documents)

4. The present application has been filed on behalf of the plaintiff under Order XI Rule 1(4) of the Code of Civil Procedure, 1908 (‘CPC’) as applicable to commercial suits under the CC Act seeking leave to place on

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record additional documents.

5. The plaintiff is permitted to file additional documents in accordance with the provisions of the CC Act and the Delhi High Court (Original Side) Rules, 2018.

6. Accordingly, the application stands disposed of.

I.A. 4119/2026 (Seeking Extension of Time to File Court Fees)

7. The present application has been filed by the plaintiff under Section 149 read with Section 151 of the CPC seeking exemption from payment of Court Fees at the time of the filing of the Suit.

8. Considering the submissions made in the present application, time of two weeks is granted to deposit the Court Fees.

9. The application stands disposed of.

I.A. 4120/2026 (Exemption from Filing Redacted Documents)

10. This is an application under Section 151 of the CPC seeking exemption from filing original/certified, typed translated from vernacular language, illegible copies of documents and redacted information in documents, alongwith affidavit.

11. Exemption is allowed, subject to exemptions. Considering the submissions made in the present application, four weeks' time is granted to file original/certified, typed translated from vernacular language, illegible copies of documents.

12. For the reasons stated in this application, plaintiff is exempted from filing the agreements with redacted information at this stage.

13. The application stands disposed of.

I.A. 4116/2026 (Stay)

14. Present application has been filed on behalf of the plaintiff under Order XXXIX Rules 1 & 2, CPC seeking *ex-parte ad-interim* injunction against the defendant.



15. The plaintiff claims to be incorporated in the year 1901 and formerly known as “The Gramophone Company of India Limited”. Between the years 1976 to 2001, the plaintiff entered into various assignment agreements with the producers of the cinematography films provided in paragraph 7 of the plaint, by virtue whereof the copyright in the sound recordings, musical and literary works of the songs of these cinematographic films are claimed to have vested in the plaintiff. Though there are some pending litigations *inter se* the parties, a reference to those may not be necessary for the time being.

16. Be that as it may, the present suit is instituted against the defendant to restrain him from exploiting the copyright works of the plaintiff on the ground that the defendant is granting unauthorised licenses to a third party for using the said works and simultaneously making baseless claims against the legal title/copyright of the plaintiff in various sound recordings and musical works.

17. Plaintiff claims to own a sizeable catalogue of films as well as a rich catalogue of film music and non film music in Tamil, Hindi, Malayalam, Kannada, Telugu as well as other regional languages. Plaintiff claims that it enters into various license agreements with third parties to allow them to use plaintiff’s copyrighted works. It is stated that the third parties continued to take licenses to exploit the copyrighted works thereby accepting and recognising the rights of the plaintiff.

18. Plaintiff claims that by virtue of various assignment agreements signed with the original producers of the cinematograph films who engaged the authors of musical and literary works for incorporation of the same in the said cinematograph films and were the first owners of the said work as per the copyright law. The details whereof are provided in para 7 of the plaint and are avoided being prolix. The plaintiff alongwith plaint has enclosed some of the agreements entered into with the producers of the cinematograph films who have assigned their copyrights in the sound recordings, musical and literary

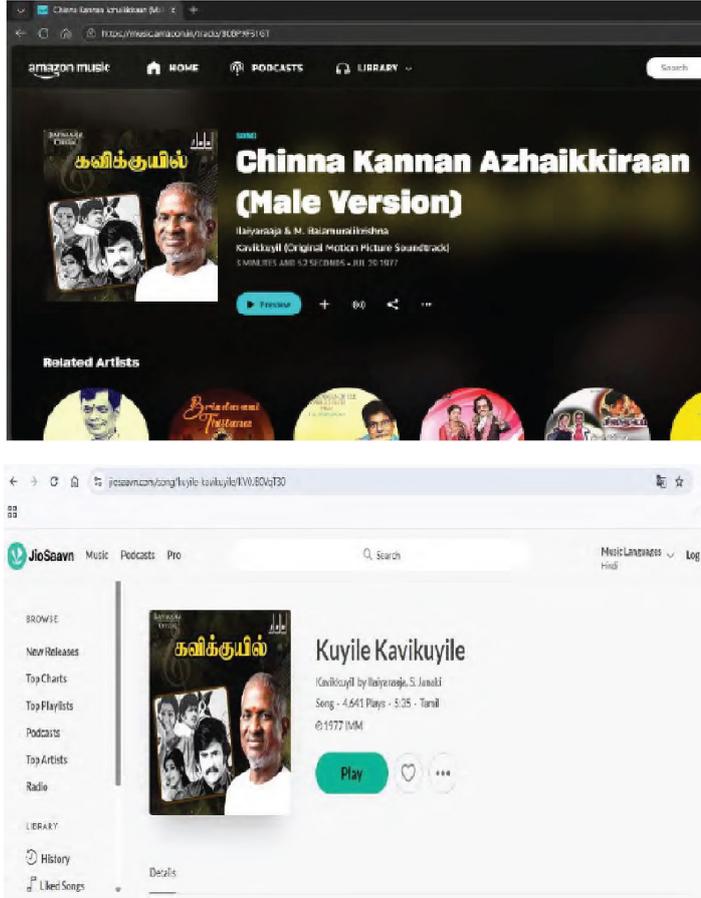


works of the songs of the said cinematograph films irrevocably. Plaintiff asserts its copyrights by virtue of such assignment agreements executed by the producers as per the Copyright Act, 1957. Plaintiff states that from then on, it has been continuously, uninterruptedly and exclusively exploiting the copyrights under the said cinematograph films since their release. Plaintiff asserts that the said copyright vested upon it by virtue of the assignment agreements are absolute, world-wide and in perpetuity. On that basis, plaintiff asserts that it has an exclusive right to adapt, reproduce, synchronize, perform in public or make any sound recording in respect of the copyrighted works. Section 30 of the Copyright Act, 1957 grants exclusive rights to it to grant further license to various third parties.

19. Plaintiff claims that in the first week of February, 2026, it came across the infringing use of the copyrighted works by the defendant by uploading the same on various platforms like Amazon music, iTunes, Jio Saavan etc. Defendant is also alleged to have made ownership claims over the infringing content. The screenshots showing some of such infringing instances are mentioned in para 12 of the plaint.

20. Certain other instances of similar nature are annexed with the documents of the plaintiff and are extracted hereunder:





21. Plaintiff claims that the subject matter infringement is not the first instance where the defendant is alleged to have made such false representation over the copyrighted works. Against such purported infringement, the plaintiff had approached this Court and obtained favourable orders which are enumerated in para 15 of the plaint.

22. Plaintiff claims that the defendant had issued a false and frivolous and baseless legal notice on 13.01.2026 claiming rights over the musical works created, composed, arranged and orchestrated by him for all the cinematograph films which includes the works which are subject matter of the suit. The plaintiff asserts to have responded suitably to the legal notice of the defendant.

23. Since the plaintiff continues to find that the defendant is infringing its copyrighted works, the present suit has been instituted.



24. Mr. Chander Lall, learned senior counsel appearing for the plaintiff apart from taking the Court to the aforesaid relevant averments in the plaint, also took this Court to the purported infringing material and acts placed on record in the list of documents. It would be pertinent to extract hereunder the inlay cards of some of the copyrighted works which were exclusively assigned to it by the individual producers of such cinematograph films. Some of such inlay cards are reproduced hereunder:



25. That apart, certain sample agreements executed between the plaintiff and producers of the films have also been placed on record, which this Court has perused. Mr. Chander Lall, learned senior counsel has also pointed out that the annexures appended to the assignment agreements which carries the details of the film, the language, the banner/producer, the director, the music director, the star cast and the details of the songs. He also drew attention to the judgment dated 30.01.2025 and interim order dated 09.12.2025 of the Co-



ordinate Bench of this Court to submit that the plaintiff has been vigilant to protect its rights against infringers of its copyrighted works. He fairly submits that the judgment dated 30.01.2025 is a subject matter of an appeal before the learned Division Bench of this Court, which had reserved its judgment on 12.02.2026 and is yet to pronounce the judgment. He states that no stay was ever granted by the learned Division Bench. He refers to various sections of the Copyright Act, 1957 namely Section 2(d)(ii), 2(d)(v), 2(u)(u) and Section 17 (b) & (c) in support of his contentions.

26. Learned senior counsel lays emphasis on Section 17(b) & (c) of the Act in support whereof he relies upon the judgment of the Supreme Court in ***Indian Performing Right Society Ltd. vs. Eastern Indian Motion Pictures Association and Others***, reported in (1977) 2 SCC 820, particularly on para 17 to submit that the film producer become the first owner of various copyrights which embodied the cinematograph films and no copyright subsists in the composer of the lyrics or music so composed unless there is a contract on the contrary between the composer of lyric or music on one hand and the producer of the films on the other. Similar was the exposition regarding proviso (c). In sum and substance, he submits that the rights of a music composer or a lyricist can be defeated by the producer of a cinematograph film in the manner laid down in provisos (b) & (c) of Section 17 of the Act. Para 17 of ***Indian Performing Right Society (supra)*** is extracted hereunder:-

“17. This takes us to the core of the question, namely, whether the producer of a cinematograph film can defeat the right of the composer of music ... or lyricist by engaging him. The key to the solution of this question lies in provisos (b) and (c) to Section 17 of the Act reproduced above which put the matter beyond doubt. According to the first of these provisos viz. proviso (b) when a cinematograph film producer commissions a composer of music or a lyricist for reward or valuable consideration for the purpose of making his cinematograph film, or composing music or lyric therefor i.e. the sounds for incorporation or absorption in the sound track associated with the film, which as already



indicated, are included in a cinematograph film, he becomes the first owner of the copyright therein and no copyright subsists in the composer of the lyric or music so composed unless there is a contract to the contrary between the composer of the lyric or music on the one hand and the producer of the cinematograph film on the other. The same result follows according to aforesaid proviso (c) if the composer of music or lyric is employed, under a contract of service or apprenticeship to compose the work. It is, therefore, crystal clear that the rights of a music ... composer or lyricist can be defeated by the producer of a cinematograph film in the manner laid down in provisos (b) and (c) of Section 17 of the Act. We are fortified in this view by the decision in Wallerstein v. Herbert [(1867) Vol. 16 Law Times Reports 453] relied upon by Mr Sachin Chaudhary where it was held that the music composed for reward by the plaintiff in pursuance of his engagement to give effect to certain situations in the drama entitled "Lady Andley's Secret", which was to be put on the stage was not an independent composition but was merely an accessory to and a part and parcel of the drama and the plaintiff did not have any right in the music."

27. Predicated on the above, learned senior counsel seeks *ex-parte ad-interim* injunction against the defendant.

28. Having regard to the averments in the plaint, the documents on record and considering the submissions of Mr. Lall, it appears that an *ex-parte ad-interim* injunction would be in order.

29. The material placed on record like assignment agreements assigning exclusive copyrights to the plaintiff in respect of the sound recordings, musical and literary works embodied in the cinematograph films, coupled with the detailed inlay cards and the purported infringement of the copyrighted works of the plaintiff by the defendant, a *prima facie*, strong case in favour of the plaintiff is shown. Having regard to the fact that in respect of the subject matter sound recordings, musical and literary works over which the plaintiff claims exclusive rights by virtue of the assignment agreements, the balance of convenience appears to be tilted in favour of the plaintiff and against the defendant. The irreparable loss and injury which may be caused to the plaintiff on account of the purported infringement by the defendant may not be adequately compensated in monetary terms in case *ex-parte ad-interim*



injunction is not granted.

30. Accordingly, the following directions are issued:

- a. Defendant, its partners or proprietors, licensees, assigns, officers, servants, agents, representatives, contractors, sister concerns and any other person working for and on behalf of the defendant are restrained from exploiting/ using/ issuing licenses for the plaintiff's Copyrighted Works i.e. the sound recordings and literary and musical works forming a part of the said Cinematograph Films enlisted in Annexure A appended to this Order or making any claim of ownership to the third parties or issuing any license for exploitation in relation to the plaintiff's Copyrighted Works.

31. Let the reply to this application be filed by the defendants within 4 weeks from service and rejoinder, thereto, if any, be filed within 2 weeks thereafter.

32. Compliance of Order XXXIX Rule 3 of CPC shall be done within ten (10) days from date.

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33. In view of the above, let the plaint be registered as a suit.

34. Upon filing of the process fee within a week, issue summons of the suit to the defendants through all permissible modes.

35. The summons shall state that the Written Statements shall be filed by the defendants within 30 days from the date of the receipt of summons. Alongwith the Written Statements, the defendants shall also file Affidavits of Admission/Denial of the documents of the plaintiff, without which the Written Statements shall not be taken on record.

36. Liberty is granted to the plaintiff to file Replication, if any, within 30 days from the receipt of the Written Statements. Along with the Replication filed by the plaintiff, an Affidavit of Admission/Denial of the documents of



defendants be filed by the plaintiff, without which the Replication shall not be taken on record.

37. In case any party is placing reliance on a document, which is not in their power and possession, its details and source shall be mentioned in the list of reliance, which shall also be filed with the pleadings.

38. If any of the parties wish to seek inspection of any documents, the same shall be sought and given within the prescribed timelines.

39. List before the Joint Registrar (Judicial) on 24.04.2026 for completion of service and pleadings.

40. List before the Court on 02.04.2026.

TUSHAR RAO GEDELA, J

FEBRUARY 13, 2026

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Annexure-A

List of Cinematograph Films as per paragraph 7 of the plaint

S.No.	NAME OF FILM	YEAR OF RELEASE
1.	Usire	2001
2.	Bharathi	2000
3.	Sooryan	2007
4.	Ilaiyavan	2000
5.	Moodu	1980
6.	Pallavi Anu Pallavi	1983
7.	Bala Nagamma	1981
8.	Koil Pura	1981
9.	Dharma Yuddham	1979
10.	Kavikkuyil	1977
11.	Naana Potta Savaal	1979
12.	Durga Devi	1977
13.	Avar Enakkae Sondham	1977
14.	Penn Jenmam	1977
15.	Chakkalatthi	1979
16.	16 Vayathiniley	1977
17.	Aalukkoru Aasai	1977
18.	AayiramVasal	1980
19.	Achchani	1978
20.	Adhigaram	1980
21.	Agal Vilakku	1979
22.	Anbe Sangeetha	1979
23.	Anbukku Naan Adimai	1980
24.	Annai Ore Aalayam	1979
25.	Annakkili	1976
26.	Auto Raaja	1980
27.	Aval Appadithan	1978
28.	Ayiram Vasal Idhayam	1980
29.	Bhadrakali	1976
30.	Bhairavi	1978
31.	Bhuvana Oru Kelvi Kuri	1977
32.	Chittukkuruvi	1978
33.	Deepam	1977
34.	Ellam Un Kairasi	1980
35.	Gayathri	1977
36.	Gramatthu Atthiyayam	1979
37.	Llamai Oonjal Aadukirathu	1978
38.	Llamaikkolam	1979
39.	Llayarajavin Rasikai	1979



40.	Ithu Eppadi Irukku	1978
41.	Kadavul Amaittha Medai	1979
42.	Kallukkul Eeram	1980
43.	Kalyanaraman	1979
44.	Kangalin Varthaigal	1998
45.	Kannan Oru Kaikkuzhandai	1978
46.	Kanni Theevu	1979
47.	Karaiyellam Shenbakapoo	1981
48.	Karumbu Vill	1980
49.	Katrinile Varun Geetham	1977
50.	Kavari Maan	1979
51.	Kazhugu	1980
52.	Kizhakke Pogum Rail	1978
53.	Lakshmi	1978
54.	Mariyamman Thruvizha	1978
55.	Meendum Kokila	1980
56.	Mudhal Iravu	1978
57.	Mugathil Mugam Paarkalam	1979
58.	Mullum Malarum	1978
59.	Murattukkaalai	1980
60.	Naan Vaazha Vaippen	1979
61.	Nallathoru Kudumbam	1979
62.	Nandu	1981
63.	Netrikkann	1981
64.	Niram Maratha Pookkal	1979
65.	Nizhalgal	1980
66.	Oppandham	1980
67.	Ore Muththam	1979
68.	Pagalil Oru Iravu	1979
69.	Palootti Valartha Kili	1976
70.	Panchami	1981
71.	Pattakkatthi Bhairavan	1979
72.	Pattanam Pogalam Vaa	1981
73.	Ponnu Oorukku Pudhusu	1979
74.	Poonthalir	1979
75.	Raaja Paarvai	1981
76.	Raam Lakshman	1981
77.	Rosapoo Ravikkaikkaari	1979
78.	Rusi Kanda Poonai	1980
79.	Saindhaadamma Saindhaadu	1978
80.	Sattam En Kaiyil	1978
81.	Sonnadhu Neethana	1977
82.	Sulam	1979
83.	Thaipongal	1980
84.	Thirupura Sundari	1978
85.	Thooral Ninnu Pochu	1982
86.	Thunaiyiruppal Meenakshi	1977
87.	Thyagam	1977



88.	Uravaadum Nenjam	1976
89.	Valibamey Vaa Vaa	1982
90.	Vattathukkul Chaduram	1978
91.	Vazha Ninaithal Vazhalam	1978
92.	Vetrikku Oruvan	1980
93.	Vidiyumvari Kathiru	1981
94.	Ajeyudu	1979
95.	Amavasya Chandrudu	1981
96.	Amma Yevarikaina Amma	1979
97.	Bhadraakaali	1977
98.	Chilipi Mogudu	1980
99.	Erra Gulaabilu	1979
100.	Goonda Police	1990
101.	Idhe Naa Savaal	1981
102.	Kaalarathiri	1979
103.	Kalarudrudu	1984
104.	Kalyana Ramudu	1979
105.	Kotha Jeevithalu	1980
106.	Maangalya Bandham	1984
107.	Maaya Daari Krishnudu	1980
108.	Madhura Geetham	1981
109.	Mouna Geetham	1981
110.	Naa Pere Jaani	1982
111.	Panchaboothalu	1977
112.	Pasidi Moggalu	1982
113.	Raaga Bandham	1985
114.	Sakalakalaa Priyudu	1982
115.	Vayasu Pilichindi	1978
116.	Yugandhar	1979
117.	Aa Raathri	1983
118.	Aalolam	1982
119.	Aaru Manikkoor	1978
120.	Olangal	1982
121.	Onnanu Nammal	1984
122.	Panineer Pokkal	1981
123.	Pinnilavu	1983
124.	Sandhyakku Virinja Poovu	1983
125.	Unaru	1983
126.	Vyamoham	1978
127.	Bhajari Bete	1981
128.	Mathu Thappada Maga	1978
129.	Akhiri Intaqam	1994
130.	Baap Bete	1983
131.	Do Dil Deewane	1982
132.	Kattumarakaran	1995
133.	Ellame En Rasathan	1995
134.	Thirukalyanam	1978