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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
Date of Decision: 25th September, 2023

+ **CS(COMM) 658/2023 and I.A. 18460/2023, 18464/2023**

SAGA MUSIC PRIVATE LIMITED & ANR. Plaintiffs

Through: Mr. Uttam Datt, Mr. Arjun Anand, Mr. Neel Mason & Ms. Sonakshi Singh Advocate alongwith Plaintiffs in person through AR.

versus

SATINDER PAL SINGH SARTAAJ & ORS. Defendants

Through: Mr. Abhishek Malhotra & Ms. Subhalakshmi Sen, Advocates for D-1. Mr. Harsh Kaushik, Ms. Anushree Rauta, Mr. Shwetank Tripathi, Mr. Kunal Gupta, Ms. Narayani Choudhary, Ms. Ruddhi Bhalekar, Mr. Harsh Prakash, Advocates for Defendant No.2 (M- 9818989769) Mr. Dayan Krishnan, Senior Advocate with Mr. Pravin Anand, Mr. Ameet Naik, Mr. Dhruv Anand, Ms. Madhu Gadodia, Ms. Udit Patro, Ms. Megha Chandra, Ms. Sampurnaa Sanyal, Mr. Sujoy Mukherjee & Ms. Nimrat Singh, Advocates D-3&4.

CORAM:
JUSTICE PRATHIBA M. SINGH

Prathiba M. Singh, J. (Oral)

1. This hearing has been done through hybrid mode.

I.A. 18460/2023 (u/O XXXIX Rule 1 and 2) & CS(COMM) 658/2023

2. Summons and Notice on behalf of Defendant No. 1 is accepted by Mr. Mr. Abhishek Malhotra and on behalf of Defendant No. 2 is accepted by Mr. Harsh Kaushik.



3. The present suit highlights the precarious position in which artists, film producers, companies who manage rights in music, and others are placed due to the execution of multiple agreements in respect of the same work.

4. The song '*JALSA*', a song which was authored by Defendant No.1 - Mr. Satinder Pal Singh Sartaaj, is the subject matter of this suit. The said song was first sung by him some time in 2014 and he entered into an Exclusive Album Assignment Agreement (*hereinafter*, '*2014 Agreement*') with M/s Sony Music Entertainment India Pvt. Ltd. (*hereinafter* '*Sony Music*') on 22nd April, 2014. As per the said 2014 Agreement, rights assigned in the song '*JALSA*' included the literary works, musical works, sound recordings, performances and performer's rights (*hereinafter* '*Rights*'). The term of the 2014 Agreement was for '*Perpetuity*' and the territory was the '*Universe*' (*meaning of the term is not clear*).

5. Sony Music is stated to have released the song '*JALSA*' in 2014 on a commercial scale and on 17th July, 2018, an Assignment Agreement was executed by Sony Music in favour of Defendant No. 2 - Mr. Hardip Sidhu, who was based in the United Kingdom. The said Defendant No. 2 acquired the Rights in the song. Again, the same was an exclusive and absolute assignment in terms of Clause 4 of the Assignment Agreement.

6. In the meantime, the Defendant No. 1 held a concert at the Sydney Opera House in August 2022 wherein he sang a total of 19 songs. Out of which, he assigned the rights to the Plaintiff in the following 12 songs:

- i. *Eh Opera Di Imarat*
- ii. *Bhawe'n Jaan Tu*
- iii. *Sai*
- iv. *Sydney Opera House Vich Ailaan*
- v. *Chal Mittara*



- vi. *Khushi Di Bhaal Ch*
- vii. *Chaa Honey Vi Zaruri*
- viii. *Nikki Jehi kudi*
- ix. *Tappey*
- x. *Byaan*
- xi. *Jalsa*
- xii. *Yamaha / Boliyan*

7. Even this Copyright Assignment Agreement is described as an agreement for perpetuity and applicable to the entire universe. This agreement dated 16th August, 2022 also gave rights to the Plaintiff No. 2-Unisys Infosolutions Pvt. Ltd. even in the literary works, and declared that the Plaintiff No. 2 would be the author of the said songs henceforth. Under this agreement, the Plaintiff No. 2 was to pay a sum of Rs.50 lakhs to the Defendant No.1. Admittedly, a sum of Rs.25 lakhs is stated to have been paid by the Plaintiff No. 2 to the Defendant No.1 and the remaining Rs.25 lakhs is yet to be paid.

8. It has been averred that Plaintiff No. 1 is a subsidiary of the Plaintiff No. 2, and has been appointed as an exclusive licensee of some of the copyrighted works owned by the Plaintiff No 2. It has also been stated that Plaintiff No 1 is the exclusive licensee of the song 'JALSA' that is the subject matter of the present suit.

9. The Plaintiffs' grievance in the present case is that it recently learnt of the feature film produced and to be released by Defendant No.3 - M/s Pooja Entertainment Limited titled 'MISSION RANIGANJ' in which the rights in the sound recordings are stated to be owned by Defendant No.4 - M/s Jjust Music Label Pvt. Ltd.

10. In the said movie, the song 'JALSA' with the same lyrics and the voice of Defendant No.1 has been incorporated, and the movie is slated for release



on 6th October, 2023. As a precursor to the said release, the songs of the movie have been released, which revealed that the song 'JALSA' has been picturized and used in the said movie. Accordingly, the Plaintiff seeks an injunction.

11. It is submitted by Mr. Dutt, Id. Counsel for the Plaintiff that prior to the release of the movie, an e-mail was received on 27th July, 2023 seeking to terminate the Copyright Assignment Agreement dated 16th August 2022 with the Plaintiff by Defendant No.1 on the ground that the said Agreement was fraudulently executed and was contrary to the intention between the parties. This termination is also challenged by the Plaintiffs in this case.

12. The prayer in this suit is for an injunction restraining the Defendants from incorporating or using the song 'JALSA' in the film 'MISSION RANIGANJ'.

13. Id. Counsel for the Plaintiffs has submitted that the clauses of the Copyright Assignment Agreement make it very clear that the Plaintiffs have the rights in the song 'JALSA', including the underlying works and the right to public performance as well.

14. Mr. Malhotra, Id. Counsel appearing for the Defendant No.1 submits that the 2014 Agreement had already assigned the underlying works to Sony Music, and thus the only rights assigned to the Plaintiffs were the rights *qua* the Sydney Opera House Live Concert and nothing more.

15. On a query to the Id. Counsel as to how any rights could have been assigned in the performance in respect to the Sydney Opera House Concert, without giving rights in the underlying works, Id. Counsel concedes that the said assignment to the Plaintiffs could not have been executed in the manner as is sought to be assigned.



16. On behalf of Defendant No.2, it is submitted that the rights were acquired by Defendant No. 2-Mr. Sidhu from Sony Music and the Plaintiffs have no rights in the said song.

17. On behalf of the Defendant Nos. 3 and 4, it is submitted by Mr. Dayan Krishnan, Id. Senior Counsel that the said Defendants do not have any privity with the Plaintiffs or the Defendant No.1. In fact, the flow chart of the agreements by which the Defendants acquired rights has been placed before the Court which reveal that the Defendant No.2 assigned rights to the Defendant No.3 vide agreement dated 24th August, 2023. The same is with effect from 1st June, 2023. Thereafter, the Film Acquisition Agreement and Music Distribution Agreement was entered into by Defendant Nos. 3 and 4. He thus submits that the film cannot be put in jeopardy due to the disputes between the Plaintiffs and the Defendant No.1.

18. On the other hand, Mr. Dutt, Id. Counsel appearing for the Plaintiffs submits that the WhatsApp conversation with the Defendant No.1 would reveal that it was only around the time of the film's release that Defendant No.1 wanted to terminate the agreement with the Plaintiff No. 2 to ensure that the Plaintiff No. 2 is not able to create any impediments for the film's release. Therefore, it is submitted that termination is itself completely illegal.

19. After having heard the Id. Counsel for the parties, it is clear that the Defendant No.1 entered into multiple agreements in respect of the same song JALSA with different parties. Having signed the 2014 Agreement with the Sony Music, *prima facie*, no rights could have been assigned in the underlying works to the Plaintiff No. 2 vide Copyright Assignment Agreement dated 16th August, 2022.

20. The said Copyright Assignment Agreement to the extent that it sought



to assign underlying works to the Plaintiff No. 2 would have no legs to stand inasmuch as on the said date, Defendant No.1 did not own rights in the underlying works. Even if the Defendant No.1 wanted to exploit the right to public performance in the Sydney Opera House Live Concert, before assigning any rights to the Plaintiff No. 2, he ought to have taken permission from Sony Music or Defendant No.2, to be able to do so. Without the said consent being obtained, the rights in the underlying works would not *prima facie*, vest in the Plaintiff No. 2. Moreover, the right in a public performance of any song would itself be incapable of exploitation by Plaintiff No. 2 without rights in the underlying works.

21. *Prima facie*, therefore, it appears that the rights that were transferred Copyright Assignment Agreement between the Defendant No.1 and the Plaintiff dated 16th August, 2022 in respect of the song 'JALSA' are unclear and ambiguous, in this background.

22. In view of the above facts and circumstances, and the fact that the film *MISSION RANIGANJ* is slated for release on 6th October, 2023, this Court is inclined to safeguard the interests of the parties, with the following directions:

- i) Interest of justice would be served, if the Defendant no.1 who received consideration from the Plaintiffs is made to deposit the same with the Registrar General. At this stage, the Defendant No.1 has volunteered to deposit the sum of Rs.25 lakhs with the worthy Registrar General of this Court. The Defendant No. 1- Satinder Pal Singh Sartaaj shall do so within a period of one week from today. The said amount shall be retained in a FDR on auto-renewal mode. The said deposit shall be without prejudice to the rights and contentions of the parties;
- ii) Subject to the said deposit being made, the prayer for ad interim



injunction is rejected at this stage.;

23. Let the reply be filed in four weeks. Rejoinder within four weeks.

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24. Let the replies be filed within four weeks. Rejoinder within four weeks thereafter.

25. List before the Joint Registrar on 10th November, 2023.

26. List before the Court on 20th March, 2024.

**PRATHIBA M. SINGH
JUDGE**

SEPTEMBER 25, 2023

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