



Intellectual Property Rights-II

KSLU LL.B. — Complete Exam-Ready Study Bundle (All Five Units)

KSLU LL.B. Study Bundle

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Read this first page, then go to your unit. This single file holds the whole subject: how to use the notes, the rules that win marks, and a priority index of what repeats. Everything is in plain English, every Latin maxim is translated in [brackets], and every topic is built backwards from the real KSLU question papers (both the 80-mark and the 100-mark patterns).

How to Use These Notes

What this is. A complete, exam-focused bundle covering all five units of KSLU Intellectual Property Rights-II. Every topic is built from one question: *what will the examiner ask, and how do I score full marks?* High-frequency questions get the most space; the years listed under each question tell you where to spend your revision time.

Who it is for. The first-time learner (understand before memorising), the revision student (fast, high-yield recall), and the last-week crammer (which questions repeat and how to answer them).

What is inside every topic — the same blocks, in the same order:

Block	Its job	The mark it earns
Previous Year Questions	Real questions + years asked	What to prepare and how often it repeats
The Hook	A true story / landmark-case opener	Memorable; a strong opening line
Statutory / Jurist Quotes	Exact definitions and section text	Examiners reward precise authority
In Simple Terms	Plain-English translation	Ensures you <i>understand</i>
The Visual (chart)	Maps the topic structure	Recall and structure at a glance
Case Laws	Landmark judgments + ratio	Case names with years are pure marks

Each unit closes with a **Quick Revision & Case Law Table** for the final hour, and Unit V carries a **Master Case Index** of the numbered landmark cases across the whole subject.

These notes **teach** the subject. The **Question Bank** is the companion volume that turns that knowledge into marks — it carries a model answer for every past question, each opening with a 📖 **Answer Outline** and, where two questions are easily confused, a ⚠️ **Don't Confuse** box.

The 4-step study plan. (1) Read the PYQ box first. (2) Understand, then memorise. (3) Trace the chart from memory. (4) Rehearse the matching answers in the Question Bank.

The 10 Rules That Win Marks

1. **Lead with a definition + roadmap** — open every essay with the statutory definition and the section (or the treaty and its year).
2. **Name the exact provision** — s.2(d) for a design, s.52 for fair use, s.39 for farmers' rights, Art. 27 for TRIPS patents — never “the section generally”.
3. **Name the case AND the year** every time — *R.G. Anand (1978)*, *Eastern Book Co. (2008)*, *Novartis (2013)*, *Bharat Glass Tube (2008)*.
4. **Quote the exact section / article** where one is given — reproduce s.2(d) or CBD Art. 15 verbatim, then explain it.
5. **Translate every Latin maxim in [brackets]** — *sui generis* [of its own kind].
6. **Use the four IRAC headings** for problems (Issue, Rule, Application, Conclusion); spot the planted decoy fact.
7. **Always give a definite verdict** — “the design is not registrable because novelty is lost”, not “it may or may not be”.
8. **Get the treaty years right** — CBD **1992** (not 1961/1993), TRIPS **1994/1995**, Berne **1886**, Paris **1883**, Nagoya Protocol **2010**.
9. **Close with a short, confident conclusion** that ties back to the section or treaty.
10. **Manage time** so no high-mark question is left unwritten.

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Priority Index — what actually repeats

Work top-down. The **Must-know** list is asked almost every sitting; the **High** list is asked most years; the **If time** list rewards the student who has covered everything else.

Must-know (★★★) — cover first, cover fully.

- **U1** Subject matter of copyright & the idea-expression dichotomy; Fair use & acts not amounting to infringement (s.52); Rights conferred by copyright (the bundle of rights); Author, ownership & moral rights; Cinematograph films, sound recordings & computer software; Assignment, transmission & licensing; Licences, compulsory licence & copyright societies; Introduction, nature & salient features of copyright; Literary, dramatic, musical & artistic works; Remedies against infringement.
- **U2** Salient features, aims & objectives of the Biological Diversity Act 2002; National Biodiversity Authority — powers & functions; State Biodiversity Board; Traditional knowledge & biological resources; Bio-piracy; Meaning, scope & concerns of biodiversity.
- **U3** Procedure for registration, registrable varieties & duration; PPV&FR Authority & the National Register; Policy, objectives & salient features of the PPV&FR Act; Breeders', researchers' & community rights; National Gene Fund; Farmers' rights.
- **U4** Definition, significance & essentials of design; Procedure, conditions & prohibitions for registration; Piracy of design, remedies & defences; Powers & duties of the Controller of Designs.
- **U5** TRIPS Agreement — background, features, objectives & Indian impact; Berne Convention; Convention on Biological Diversity (CBD); Paris Convention.

High (★★) — asked most years.

- **U1** Infringement of copyright (s.51, substantial part).
- **U2** Biodiversity Management Committee; Benefit sharing, benefit claimer & equitable sharing.
- **U3** Sui generis system & IPR in new plant varieties; Compulsory licence & benefit sharing.
- **U4** Distinction between design, trademark, copyright & patent; Rights conferred by registration & copyright in a registered design.
- **U5** ITPGR & the International Treaty on Plant Genetic Resources; WIPO; WTO, the Doha round & dispute settlement.

If time (★) — round out full coverage.

- **U1** Term of copyright; Sound recordings as subject matter.
- **U2** Regulation of access to biological diversity (ss.3-7).
- **U3** Infringement & relief against infringement (PPV&FR); Compensation to communities.

Turn to your unit and begin. Good luck.

UNIT 1 — Indian Copyright Law

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In this unit.

This unit answers one question in many disguises: *what does copyright protect, who owns it, and when is it broken?* Copyright is the branch of intellectual property that protects **original expression** — the way an author writes, composes, paints or films — never the raw idea underneath. Get three things right and most of the marks are yours: the **idea-expression dichotomy** and the seven kinds of work under s.13, the **bundle of rights** in s.14 with first-ownership in s.17, and the **s.52 fair-dealing exceptions** that decide almost every application problem. Everything else — moral rights, assignment, licences, remedies — hangs on those three.

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1. Introduction, History, Nature and Salient Features of Copyright

Previous Year Questions

- **[16M]** What is copyright? Explain its nature and the salient features of the Copyright Act, 1957. (Dec 2015, Jun 2019, Mar 2021, Sep 2021, Apr 2022, Oct 2023, Aug 2024, Jan 2026) ★★ ★
- **[Short Note]** Nature of copyright / History of copyright law. (Mar 2021, Sep 2021, Oct 2023, Jan 2026) ★★

The Hook

When the printing press arrived in England in the fifteenth century, copying a book became cheap and instant — and authors and printers watched their work reprinted by anyone with a press, for free. In 1710 Parliament answered with the **Statute of Anne**, the first copyright law, titled “*An Act for the Encouragement of Learning*”. That title still tells you why copyright exists: not to reward genius for its own sake, but to encourage people to create by promising them the fruits of their work for a limited time.

What is copyright?

Start with the problem. A novel, a song or a painting takes months of skill to make but seconds to copy. If anyone could reproduce and sell it freely, the creator would earn nothing and would soon stop creating. Copyright solves this by giving the creator a **limited monopoly** — the exclusive right to reproduce, publish, perform and adapt the work — for a fixed period, after which the work falls into the **public domain** and belongs to everyone.

Copyright is a **negative right** — it does not let the owner *do* anything special with the work; it lets him **stop others** from copying it without permission. It is also a **statutory right**: in India it exists only because and to the extent that the **Copyright Act 1957** creates it. There is no common-law copyright in India — s.16 says copyright subsists *only* as provided by the Act.

The **nature** of copyright, learn each strand:

- **A bundle of rights, not a single right** — the owner holds several distinct exclusive rights (to reproduce, to issue copies, to perform, to translate, to adapt), which he can split up and deal with separately (topic 8).
- **A negative right** — the right to *exclude* others, not a positive right to exploit.
- **Automatic on creation** — copyright arises the moment an original work is fixed in a material form. **Registration is optional** (s.44–45): it is only evidence of ownership, never a condition of the right.

- **Monopoly limited in time** — it lasts the author's life plus 60 years (topic 5), not forever.
- **Protects expression, not ideas** — the idea-expression dichotomy (topic 2).
- **A form of movable, transferable property** — it can be assigned, licensed and inherited (topic 9).

A short history

- **1710 — Statute of Anne (England)**: the first copyright statute.
- **1847, 1914 — colonial Acts in India**, based on the English Copyright Act 1911.
- **1957 — the Copyright Act**, India's own comprehensive law, in force from 1958.
- **Amendments** in 1983, 1984, 1992, 1994, 1999 and — most importantly — **2012**, which brought Indian law into line with the **WIPO Internet Treaties**, strengthened authors' royalty rights in films and music, added rights for the disabled, and recognised statutory licensing.

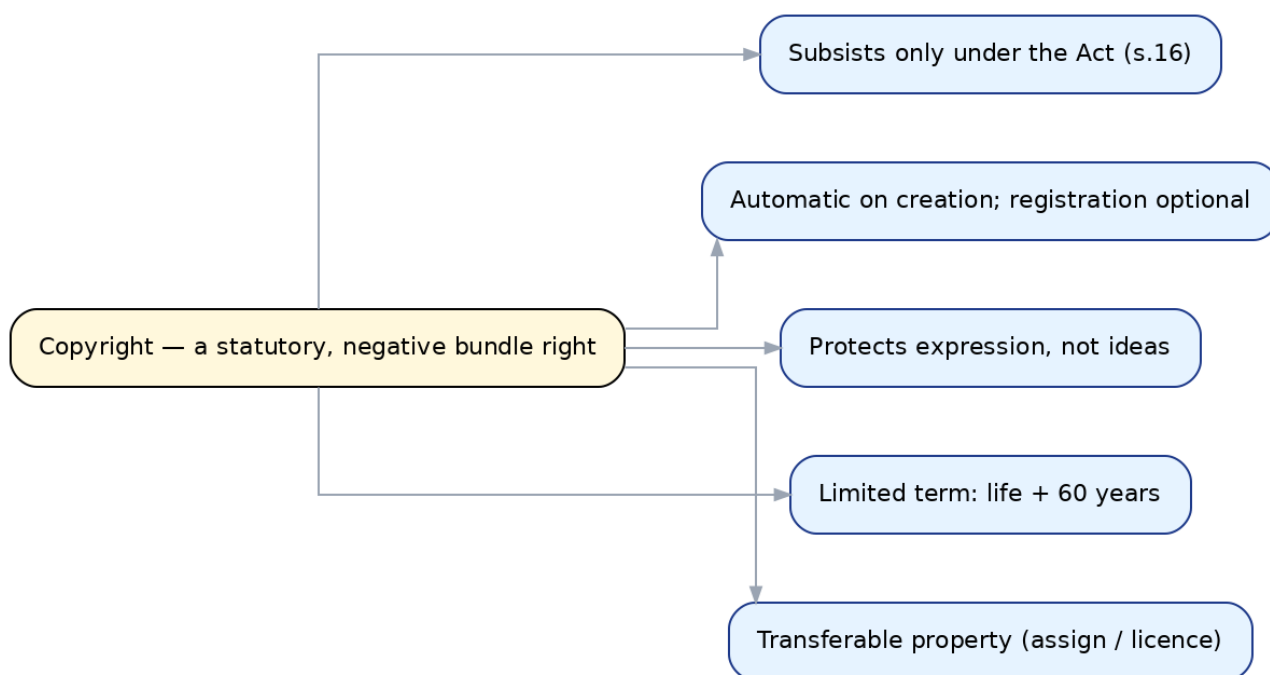
Section 16, Copyright Act 1957: *"No person shall be entitled to copyright ... otherwise than under and in accordance with the provisions of this Act."*

In Simple Terms: Copyright is purely a creature of the statute. If the Act does not give it, it does not exist — you cannot claim a "natural" or common-law copyright outside the 1957 Act.

Salient features of the Copyright Act 1957

- **Defines the works protected** — literary, dramatic, musical, artistic works, cinematograph films and sound recordings (s.13).
- **Confers a bundle of exclusive economic rights** class-by-class (s.14).
- **Recognises moral rights** of the author independently of ownership (s.57).
- **Fixes the term** of protection (ss.22–29).
- **Provides for assignment and licensing** (ss.18–30), including compulsory and statutory licences.
- **Sets up copyright societies** to collect royalties (s.33) and originally a **Copyright Board** (s.11) as adjudicator.
- **Lists acts that are NOT infringement** — the fair-dealing exceptions (s.52).
- **Gives civil, criminal and administrative remedies** (ss.51, 55, 63, 53).

The Visual



◆ WORKED EXAMPLE — “Can A be compelled to register his book?”

Facts. A writes a book. Someone insists he must obtain copyright registration over it.

Rule. Copyright arises **automatically** the moment an original work is fixed (s.13 read with s.16); registration under ss.44–45 is **optional** and only evidentiary.

Apply. A’s copyright was born the instant he wrote the book. No one can compel him to register, and non-registration does not weaken his right — it only makes proving ownership a little harder in court.

Conclusion. A **cannot be compelled** to register. He already owns the copyright.

► KEY POINT

Copyright is a **negative** right — the power to stop others copying, not a positive licence to exploit. This one line frames every copyright answer.

Case Laws

- ***R.G. Anand v Delux Films (1978)*** — copyright protects expression, not the idea, theme or plot.
- ***Eastern Book Company v D.B. Modak (2008)*** — a work must show **skill and judgment** to be original and attract copyright.

2. Subject Matter of Copyright and the Idea-Expression Dichotomy

Previous Year Questions

- **[16M]** “Copyright subsists in the expression and not in the idea.” Explain with the subject matter of copyright. (*Jun 2014, Jun 2016, Dec 2016, Jun 2017, Jun 2018, Dec 2018, Dec 2019, Nov 2020, Mar 2021, Sep 2021, Oct 2021, Apr 2022, Nov 2022, Mar 2023, Oct 2023, Mar 2024, Aug 2024, Jan 2025, Jul 2025, Jan 2026*)
★★★
- **[Short Note]** Idea-expression dichotomy / Originality in copyright. (*Mar 2021, Sep 2021, Oct 2021, Apr 2022, Nov 2022, Jan 2025, Jul 2025*) ★★
- **[Problem]** A writes a single word and claims copyright, saying it is in an artistic style unique to him. Can he? (*Mar 2024, Aug 2024, Jan 2025, Jul 2025*)

The Hook

In 1954 a playwright, R.G. Anand, wrote a play *Hum Hindustani* about provincialism and inter-provincial marriage. A film-maker later released *New Delhi*, which shared the same broad theme. Anand sued. The Supreme Court, in ***R.G. Anand v Delux Films (1978)***, refused relief and laid down the rule that decides most copyright disputes in India: **there is no copyright in an idea, theme or plot — only in the particular form in which it is expressed.**

The idea-expression dichotomy

Copyright protects **original expression** — the words, arrangement, images or sounds an author actually created — **not** the underlying idea, information, method or theme. Two people may write about the same subject; each owns only the particular words and arrangement he chose. This single principle is called the **idea-expression dichotomy**.

Why does the law draw this line? Because ideas are the common stock of humanity — if the *first* person to think of a love story between rival families could monopolise it, no one else could ever write one. So the law leaves ideas free and protects only the individual expression, which costs the author his own labour.

Two conditions must be satisfied before copyright subsists in a work:

- **It must fall within a protected category** listed in s.13 — a literary, dramatic, musical or artistic work, a cinematograph film, or a sound recording. Nothing outside these categories is protected.
- **It must be original** — it must **originate from the author** (not be copied) and reflect some **skill, labour and judgment**. Originality does not mean novelty or inventiveness; it means the author did not copy it and put in his own effort.

The subject matter — s.13

Section 13(1): *copyright subsists in “(a) original literary, dramatic, musical and artistic works; (b) cinematograph films; and (c) sound recordings.”*

In Simple Terms: Only these three groups of work attract copyright. Group (a) must be **original**; groups (b) and (c) — films and recordings — are “derivative” works assembled from other works and need not be “original” in the same sense, but they get no copyright if made by infringing another’s work (s.13(3)).

The originality threshold

Indian law, after ***Eastern Book Company v D.B. Modak (2008)***, follows a **middle path** between two old tests:

- **The “sweat of the brow” test** (labour alone is enough) — rejected as too generous.
- **The “modicum of creativity” test** (some minimal creativity needed) — rejected as too strict.
- **The “skill and judgment” test** — adopted. The work must be the product of the author’s own skill and judgment, not merely mechanical labour and not a trivial exercise.

◆ WORKED EXAMPLE — copyright in a single word

Facts. A writes one single word and claims copyright, pleading that the word is written in an artistic manner unique to himself.

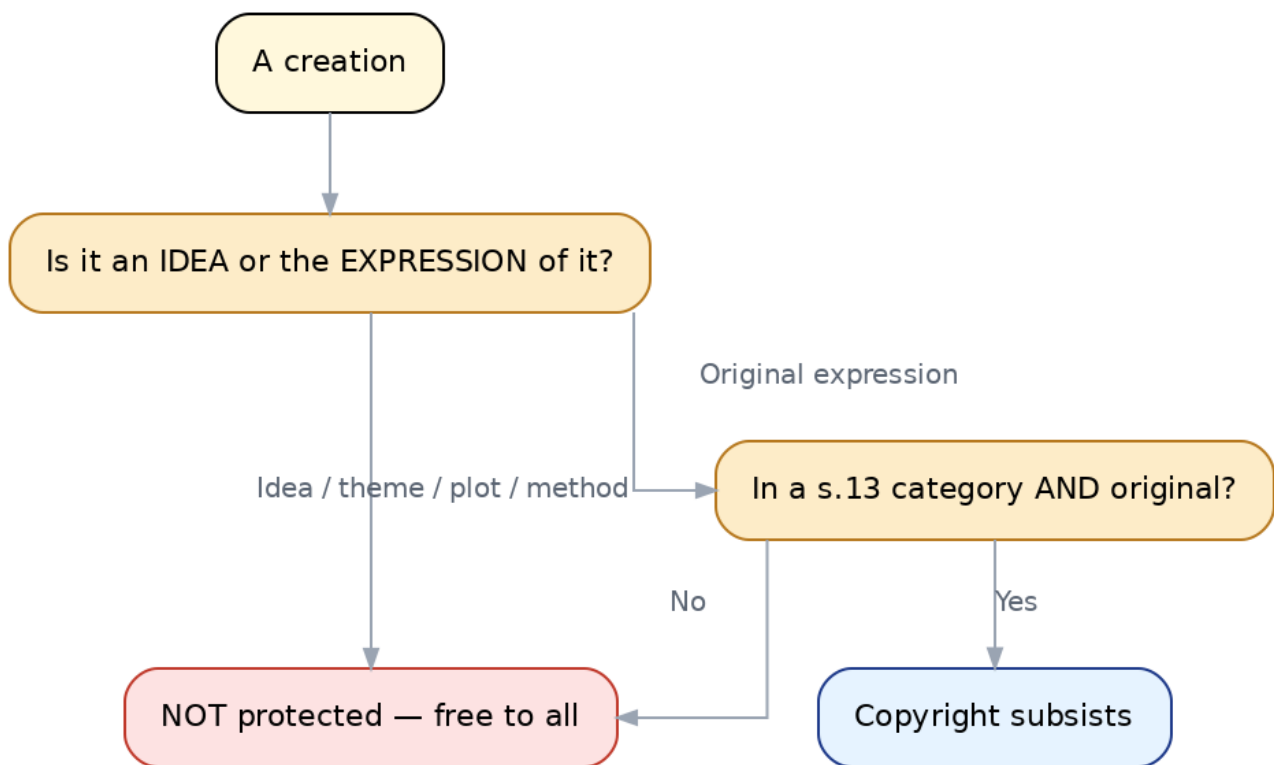
Rule. Copyright protects an **original literary or artistic work** (s.13); a single word or a title is too trivial to be a “work” and carries no copyright — ***Krishika Lulla v Shyam Vithalrao Devkatta (2016)***.

Apply. A single word conveys no original literary expression. If A has genuinely drawn the word in a distinctive **artistic** script, the *drawing* may be an artistic work — but the word itself is not protected, and anyone may use the word.

Decoy. “Written in an artistic manner” tempts you to grant copyright; separate the *word* (not protected) from any *artistic rendering* (possibly protected).

Conclusion. A **cannot** claim copyright in the single word as such.

The Visual



🔑 EXAM TIP — how to open the “expression not idea” answer

The trap. Candidates recite “copyright protects expression not idea” and stop, never naming the authority or the seven categories.

What to write. State the dichotomy, cite ***R.G. Anand v Delux Films (1978)*** for it, then list the s.13 categories and the originality test from ***Eastern Book Co. v Modak (2008)***. Give one line on *why* — ideas are common property.

Why it scores. The examiner is testing whether you can *anchor* the slogan in the statute (s.13) and two cases, which is what separates a 6-mark answer from a 16-mark answer.

Case Laws

- ***R.G. Anand v Delux Films (1978)*** — no copyright in idea, theme or plot; test is whether the viewer gets an unmistakable impression that one work is a copy of the other.
- ***Eastern Book Company v D.B. Modak (2008)*** — originality requires skill and judgment; the “middle path” test.
- ***University of London Press v University Tutorial Press (1916)*** — “what is worth copying is worth protecting”; original means not copied.
- ***Krishika Lulla v Shyam Vithalrao Devkatta (2016)*** — no copyright in the title of a work or a single word.

3. Literary, Dramatic, Musical and Artistic Works

Previous Year Questions

- **[16M]** Explain the different classes of works in which copyright subsists, with their statutory definitions. (*Jun 2015, Mar 2021, Sep 2021, Apr 2022, Oct 2023, Jan 2026*) ★★★
- **[Short Note]** Literary work / Dramatic work / Artistic work / Musical work. (*Jun 2015, Mar 2021, Sep 2021, Apr 2022, Oct 2023, Jul 2025*) ★★
- **[Problem]** Photographers photograph a monument/statue from different angles — does each own a copyright? (*Jun 2015, 2017, 2019, 2024*)

The Hook

Is a railway timetable “literature”? In law, yes. Copyright’s idea of a “literary work” has nothing to do with literary merit — a shopping list, a computer programme and a mathematical table are all “literary works”. The categories in s.2 are technical boxes, and knowing which box a thing falls into decides who owns it and how long it lasts.

The four original-work classes — s.2

Under s.13(1)(a) copyright subsists in four classes of **original** work. Learn each definition, because short notes ask them individually.

A. Literary work — s.2(o)

Section 2(o): “literary work includes computer programmes, tables and compilations including computer databases.”

A literary work is anything expressed in **print or writing**, irrespective of quality or style — novels, articles, letters, question papers, and (importantly) **computer programmes** and **databases**. Merit is irrelevant; originality (skill and judgment) is everything.

B. Dramatic work — s.2(h)

Section 2(h): “dramatic work includes any piece for recitation, choreographic work or entertainment in dumb show, the scenic arrangement or acting form of which is fixed in writing or otherwise, but does not include a cinematograph film.”

A dramatic work is a play, a screenplay, a mime or a choreographed dance — it must be **fixed** (written down or otherwise recorded). A film is expressly excluded (a film is its own category).

C. Musical work — s.2(p)

Section 2(p): “musical work means a work consisting of music and includes any graphical notation of such work but does not include any words or any action intended to be sung, spoken or performed with the music.”

The **musical work is the melody and composition only**. The **lyrics** are a separate literary work, and a recorded performance is a separate *sound recording*. So a single song can contain three copyrights: music (composer), lyrics (lyricist) and the recording (producer).

D. Artistic work — s.2(c)

Section 2(c): “artistic work means (i) a painting, sculpture, drawing (including a diagram, map, chart or plan), an engraving or a photograph, whether or not any such work possesses artistic quality; (ii) a work of architecture; and (iii) any other work of artistic craftsmanship.”

Again — artistic **quality is irrelevant**. A child’s sketch and a rough map are “artistic works”. Architecture (buildings and models) is included, which is why an architect’s plan is protected (topic 7, the architect problems).

In Simple Terms: These four boxes are technical, not judgments of taste. Ask only two questions: *Which box does it fall in?* and *Is it original (author’s own skill, not copied)?*

Originality is required for all four

Each class must be **original** — it must originate from the author and show skill and judgment (topic 2). A photograph is original if the photographer chose the angle, lighting, framing and moment; that is why several photographers of the same monument each own a distinct copyright.

◆ WORKED EXAMPLE — three photographs of the Taj Mahal

Facts. Three photographers photograph the Taj Mahal (or a statue) from three different corners. Each claims copyright over his own photograph.

Rule. A photograph is an **artistic work** (s.2(c)) and is original if it reflects the photographer’s own **skill and judgment** — choice of angle, light, framing.

Apply. The monument itself is a common subject that no one owns. But each photographer independently exercised his own judgment; each photograph is a separate original artistic work.

Conclusion. **Each** photographer owns a distinct copyright in his own photograph. None infringes the others, because none copied the others — they copied only the (unprotected) monument.

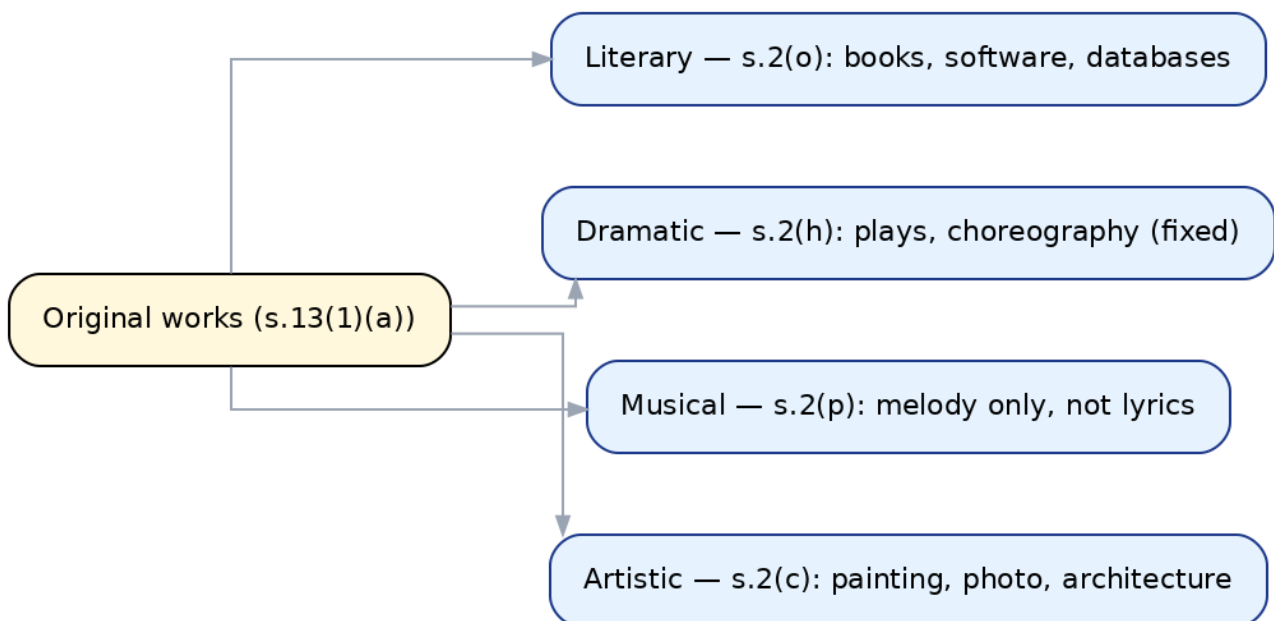
🔑 **EXAM TIP — the “one song, three copyrights” point**

The trap. Students treat a song as a single work and give it one owner.

What to write. Separate the three works: the **music** (musical work, s.2(p), composer), the **lyrics** (literary work, lyricist) and the **recording** (sound recording, s. 2(xx), producer). Cite ***IPRS v Eastern India Motion Pictures (1977)***.

Why it scores. It shows the examiner you understand that “copyright” is a bundle attaching to distinct works, which is the whole logic of s.13 and s.14.

The Visual



Case Laws

- ***IPRS v Eastern India Motion Pictures Association (1977)*** — a song embodies separate musical and literary works; once incorporated in a film, the producer holds film rights.
- ***Camlin Pvt. Ltd. v National Pencil Industries (1985)*** — mere printed cartons without artistic skill may lack copyright as artistic works.
- ***Rupendra Kashyap v Jivan Publishing House (1996)*** — examination question papers are original literary works.

4. Cinematograph Films, Sound Recordings and Computer Software

Previous Year Questions

- **[Short Note]** Cinematograph film / Sound recording / Copyright in computer software. (Jun 2016, Jun 2017, Nov 2020, Mar 2021, Apr 2022, Nov 2022, Mar 2023, Jul 2025) ★★ ★
- **[Problem]** Z develops a new computer software programme and seeks protection. Advise him. (Jun 2017, Apr 2022, Nov 2022)

The Hook

In 2004 the Delhi High Court, in **Microsoft Corporation v Yogesh Papat (2005)**, awarded Microsoft damages against a dealer who loaded pirated Windows onto computers he sold. The court did not ask whether the software was “inventive” — it treated the programme as a **literary work** and applied ordinary copyright. That is the key exam point: **software is protected by copyright, not by patent.**

Films, recordings and software

Two of the three s.13 categories are **derivative works** — assembled from underlying works — and one important “literary work” (software) is constantly examined. Take each.

A. Cinematograph film — s.2(f)

Section 2(f): “cinematograph film means any work of visual recording and includes a sound recording accompanying such visual recording, and ‘cinematograph’ shall be construed as including any work produced by any process analogous to cinematography including video films.”

A film is a **visual recording** (with its accompanying soundtrack). Its **author and first owner is the producer** — the person who takes the initiative and responsibility for making it (s.2(d)(v), s.2(uu)). A film gets **no copyright** if a substantial part of it infringes another work (s.13(3)(a)).

B. Sound recording — s.2(xx)

Section 2(xx): “sound recording means a recording of sounds from which such sounds may be produced regardless of the medium on which such recording is made or the method by which the sounds are produced.”

A sound recording is the recorded track (a CD, an MP3). Its **author and first owner is the producer** of the recording. It is independent of the musical work and lyrics recorded in it — recording a song needs the composer's and lyricist's permission.

C. Computer programmes (software) — s.2(o) and s.2(ffc)

Section 2(ffc): “computer programme means a set of instructions expressed in words, codes, schemes or in any other form, including a machine readable medium, capable of causing a computer to perform a particular task or achieve a particular result.”

Because the definition of “literary work” in **s.2(o)** expressly includes **computer programmes**, software is protected **as a literary work**. This is the single most-tested point in this topic: a person who has written original code owns copyright the moment he writes it; he does **not** apply for a patent to protect the code itself. (A genuinely new *technical process* might separately be patentable, but the code as such is copyright.)

In Simple Terms: Films and sound recordings are owned by their **producer**. Computer code is a **literary work** owned by its author — copyright, not patent.

◆ WORKED EXAMPLE — protecting a new software programme

Facts. Z develops a new computer software programme and wants to protect it. He asks whether to file for a patent.

Rule. A computer programme is a **literary work** (s.2(o) read with s.2(ffc)); copyright subsists **automatically** on its creation. Software as such is not patentable in India (s. 3(k), Patents Act).

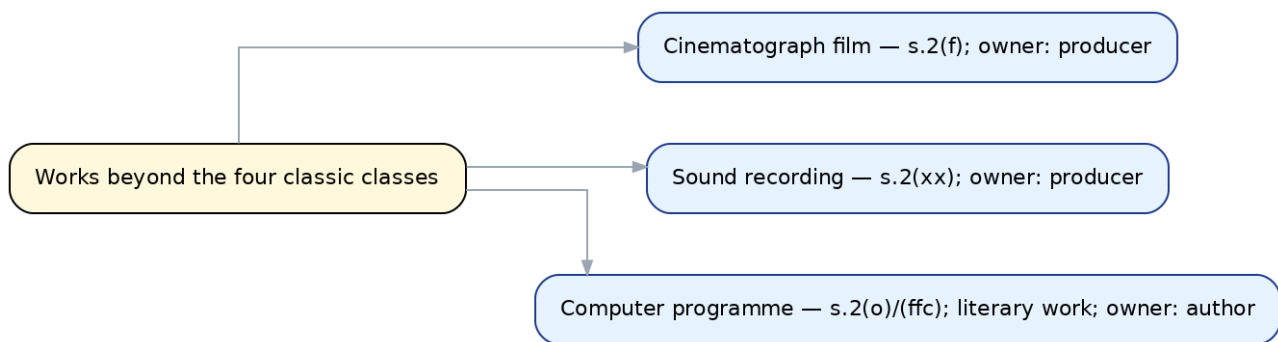
Apply. Z already owns copyright in his code from the moment he wrote it. He may register it for evidentiary value under s.45. He cannot patent the code itself; only a new, non-obvious technical *invention* using the software could be patented.

Conclusion. Advise Z that his remedy is **copyright** (automatic; optionally registered), not a patent over the code.

⚠ DON'T CONFUSE — software copyright vs software patent

The **code** (the way the instructions are written) is a **literary work** protected by **copyright** — s.2(o). It is NOT protected by patent; s.3(k) of the Patents Act 1970 excludes “a computer programme per se” from patentability. Only a new technical invention *implemented through* software may be patentable. In an exam problem about “protecting software”, the answer is copyright.

The Visual



Case Laws

- **Microsoft Corporation v Yogesh Papat (2005)** — software is a literary work; loading pirated software infringes copyright.
- **IPRS v Eastern India Motion Pictures Association (1977)** — the film producer owns the film even where songs are incorporated.

5. Term of Copyright

Previous Year Questions

- **[Short Note]** Term / duration of copyright. *(not directly asked — likely short note)*

The Hook

Copyright is a monopoly, and every monopoly the law grants comes with a clock. When the clock runs out the work enters the **public domain** — which is why anyone today may print Tagore or perform Beethoven for free. Knowing the two basic periods — **life + 60** and **60 from publication** — answers every duration question.

How long copyright lasts

The Copyright Act fixes different periods for different works, but they reduce to two rules. The count always runs from the **beginning of the calendar year following** the relevant event.

- **Literary, dramatic, musical and artistic works** (published in the author's lifetime) — the **author's life plus 60 years** after his death (s.22).
- **Films, sound recordings, photographs, anonymous/pseudonymous works, posthumous works, and Government / public-undertaking / international-organisation works** — **60 years from publication** (ss.23-29), because these have no single natural "author's death" to measure from.

The table to memorise:

Work	Term	Section
Literary/dramatic/ musical/artistic (published in lifetime)	Life + 60 years	s.22
Anonymous / pseudonymous works	60 years from publication	s.23
Posthumous works	60 years from publication	s.24
Photographs	60 years from publication	s.25
Cinematograph films	60 years from publication	s.26
Sound recordings	60 years from publication	s.27
Government works	60 years from publication	s.28
Public undertakings	60 years from publication	s.28A
International organisations	60 years from publication	s.29

Section 22: *copyright in a published literary, dramatic, musical or artistic work subsists “until sixty years from the beginning of the calendar year next following the year in which the author dies.”*

In Simple Terms: For a normal book/song/painting the clock is **life + 60**. For everything measured from publication (films, recordings, photos, anonymous and government works) it is a flat **60 years from publication**.

◆ **WORKED EXAMPLE — when does a novel enter the public domain?**

Facts. An author publishes a novel in 1970 and dies in 2000.

Rule. Literary work — life + 60 years, counted from the year after death (s.22).

Apply. Death in 2000; the 60 years run from 1 January 2001; they expire at the end of 2060.

Conclusion. The novel enters the **public domain on 1 January 2061**; until then the heirs own the copyright.

The Visual



Case Laws

- **RG Anand v Delux Films (1978)** — cited generally for the limited, statutory nature of the copyright monopoly.

6. Sound Recordings as Subject Matter

Previous Year Questions

- **[Short Note]** Sound recording as subject matter of copyright. (*examinable; fold into works and ownership answers*)

The Hook

When you buy a song online you are paying for three overlapping copyrights at once — the tune, the words, and the *particular recording*. The recording is a copyright in its own right, and the producer of that recording owns it. This is why a cover version needs fresh permission even when the song is old.

The sound recording as its own work

A **sound recording** (s.2(xx)) is one of the three heads of copyright in s.13(1)(c). It is the **fixation of sounds** — the master track — separate from the musical and literary works recorded in it. Three points carry the marks:

- **First owner — the producer.** The **producer** (the person who takes the initiative and responsibility for making the recording, s.2(uu)) is the author (s.2(d)(v)) and first owner.
- **It is a layered right.** Making a sound recording of a song requires the consent of the **owners of the underlying works** — the composer (musical work) and lyricist (literary work). Owning the recording does not give rights over the song itself.

- **The rights conferred — s.14(e).** The producer may (i) make any other sound recording embodying it, (ii) sell, rent or offer copies, and (iii) communicate it to the public.

Section 2(xx): “sound recording means a recording of sounds from which such sounds may be produced regardless of the medium on which such recording is made or the method by which the sounds are produced.”

In Simple Terms: The recording is a distinct copyright, owned by the producer, layered on top of the song’s own copyrights. Copy the track and you infringe the *recording*; sing the song afresh and you may still need the *composer’s* permission.

◆ **WORKED EXAMPLE — an unauthorised copy of a track**

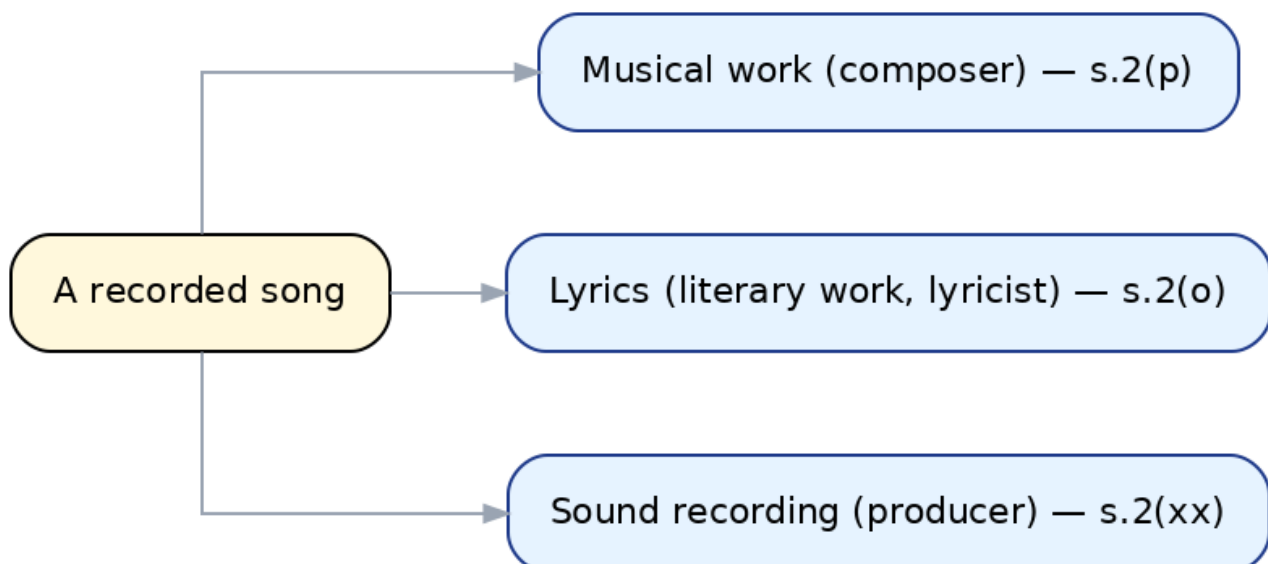
Facts. A music label produces a recording of a classic song. X rips and sells copies of that exact track online.

Rule. The sound recording is protected under s.13(1)(c); the producer holds s.14(e) rights to reproduce and communicate it.

Apply. X copied the producer’s *recording* — the very fixation — and communicated it to the public without licence.

Conclusion. X infringes the producer’s copyright in the **sound recording** (quite apart from any rights in the song), and is liable to injunction and damages (topic 13).

The Visual



Case Laws

- **IPRS v Eastern India Motion Pictures Association (1977)** — distinguishes the recording/film from the underlying musical and literary works.

- **Gramophone Co. of India v Super Cassette Industries (2010)** — cover-version recordings require compliance with the statutory-licence conditions.

7. Author, Ownership and Moral Rights

Previous Year Questions

- **[16M]** Who is the “author” and “first owner” of a work? Explain s.17 and its provisos; and explain the moral rights of an author. (*Dec 2014, Dec 2015, Dec 2017, Jun 2019, Mar 2023, Mar 2024, Jul 2025*) ★★
- **[Problem]** A newspaper company engages B to write a weekly article — who is first owner? / Producer commissions singers, composer, writer for a film — who owns the songs? / An architect designs a building; the contractor claims copyright. (*Dec 2014, Mar 2023, Mar 2024*)

The Hook

In 1957 the Government of India commissioned a mural from the celebrated sculptor Amar Nath Sehgal for Vigyan Bhawan. Decades later the mural was pulled down and dumped in a store-room. Sehgal sued — not as *owner* (the Government owned it) but as *author*, invoking his **moral right** to protect his creation from mutilation. In **Amar Nath Sehgal v Union of India (2005)** the Delhi High Court ordered the mural returned and damages paid. Ownership and authorship, this case shows, are two different things.

Author, first owner and moral rights — three linked ideas

A. Who is the author — s.2(d)

The **author** is the creator, defined work-by-work:

- **Literary or dramatic work** — the author (writer).
- **Musical work** — the composer.
- **Artistic work (other than a photograph)** — the artist.
- **Photograph** — the person taking the photograph.
- **Cinematograph film or sound recording** — the **producer**.
- **Computer-generated work** — the person who causes the work to be created.

B. Who is the first owner — s.17

The general rule (s.17) is that **the author is the first owner** of the copyright. But five provisos shift ownership in common situations — these provisos are what the application problems test:

- **Proviso (a) — works for a newspaper/magazine.** Where an author writes for a proprietor of a newspaper or magazine **under a contract of service** and for the purpose of publication, the **proprietor** is first owner *for the purpose of publication*; the author keeps other rights.
- **Proviso (b) — commissioned photographs, paintings, portraits, engravings and films.** Where such a work is made for **valuable consideration at the instance of another person**, that **person** who paid is the first owner.
- **Proviso (c) — works made in the course of employment.** A work made under a **contract of service or apprenticeship** (not covered by (a) or (b)) belongs to the **employer**.
- **Proviso (d) — Government works** — the **Government** is first owner (s.17(d)).
- **Proviso (dd)/(e) — public undertakings and international organisations** — those bodies are first owners.

C. Moral rights — s.57

Independently of who *owns* the copyright, the **author** retains personal, inalienable **moral rights** (droit moral) even after assignment:

- **Right of paternity (attribution)** — to claim authorship of the work.
- **Right of integrity** — to restrain or claim damages for any distortion, mutilation, modification or other act **prejudicial to his honour or reputation**.

Section 57(1): *the author has the right “(a) to claim authorship of the work; and (b) to restrain or claim damages in respect of any distortion, mutilation, modification or other act in relation to the said work ... if such distortion, mutilation, modification or other act would be prejudicial to his honour or reputation.”*

In Simple Terms: Copyright ownership (economic rights) can be sold. Moral rights (to be named as author and to protect the work’s integrity) **stay with the author for ever**, even after he has sold the copyright.

◆ WORKED EXAMPLE — the architect and the contractor

Facts. An architect creates the design of a multi-storeyed building. The contractor who constructs the building claims copyright in the design.

Rule. An architectural design/plan is an **artistic work** (s.2(c)(ii)); the **author is the architect** who created it (s.2(d)), and the author is the first owner (s.17). Merely executing a design is not authorship.

Apply. The architect conceived and drew the design; the contractor only built from it. Construction is labour, not creation of the artistic work.

Conclusion. The **architect** owns the copyright; the contractor **cannot** claim it.

◆ WORKED EXAMPLE — the weekly newspaper article

Facts. A private company publishing a daily newspaper engages B to write an article every week for Rs.1,000 an article. Who is first owner?

Rule. Proviso (a) to s.17: an article written for a newspaper proprietor under a contract of service, for publication, vests first ownership in the **proprietor** for the purpose of publication; the author retains the rest.

Apply. Turn on whether B is an *employee* (contract of service) or an *independent contributor* (contract for service). If B is engaged under a contract of service, the newspaper is first owner **for publication**; B keeps the right to, e.g., publish the collected articles as a book.

Conclusion. For **publication in the paper**, the **proprietor** is first owner; B retains residual rights.

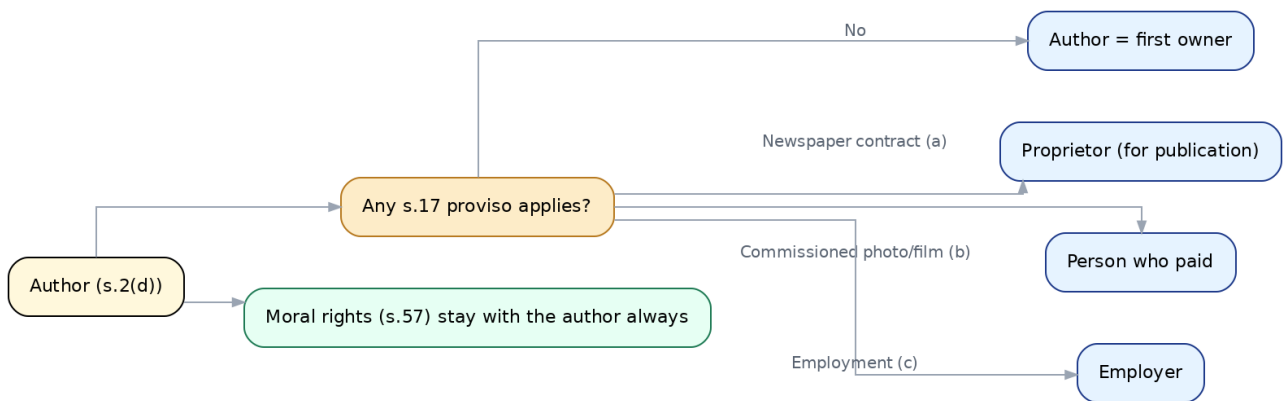
✎ EXAM TIP — always split ownership from moral rights

The trap. Candidates answer an ownership problem and forget that the author still holds moral rights, or vice versa.

What to write. State the s.17 owner first (economic rights), then add: “but under s. 57 the *author* retains inalienable moral rights of paternity and integrity — **Amar Nath Sehgal (2005)**.”

Why it scores. It shows the examiner you grasp the distinction between the *economic* right (assignable) and the *personal* right (never assignable), which is exactly what s.57 tests.

The Visual



Case Laws

- ***Amar Nath Sehgal v Union of India (2005)*** — moral right of integrity; destruction of a mural was actionable under s.57.
- ***IPRS v Eastern India Motion Pictures Association (1977)*** — producer is first owner of songs incorporated in a film (s.17 proviso).
- ***Najma Heptulla v Orient Longman (1989)*** — joint authorship where one contributes ideas and another the words.

8. Rights Conferred by Copyright — the Bundle of Rights

Previous Year Questions

- **[16M]** “Copyright is a bundle of rights.” Explain the rights conferred by copyright on the owner. (Jun 2016, Dec 2017, Jun 2019, Dec 2019, Apr 2022, Nov 2022, Mar 2024, Aug 2024, Jan 2026) ★★★
- **[Short Note]** Economic rights / Rights of a copyright owner. (Apr 2022, Nov 2022, Mar 2024, Aug 2024) ★★

The Hook

Think of copyright as a set of keys on one ring. The novelist holds the key to print the book, the key to translate it, the key to turn it into a film, and the key to read it aloud in public. He can hand over one key (say, the film key) and keep the rest. That is what “a bundle of rights” means — and s.14 is the ring.

The bundle — s.14

Section 14 defines “copyright” as the **exclusive right** to do — or to authorise others to do — certain acts, *and the list is different for each class of work*. The owner may deal with each right separately (that is what makes assignment and licensing possible, topic 9).

A. Literary, dramatic and musical works — s.14(a)

The exclusive right to:

- **Reproduce** the work in any material form (including storing it electronically).
- **Issue copies** to the public (not already in circulation).
- **Perform** the work in public, or communicate it to the public.
- **Make a cinematograph film or sound recording** of the work.
- **Translate** the work.
- **Adapt** the work (e.g. turn a novel into a play).

B. Computer programmes — s.14(b)

All the s.14(a) rights **plus** the right to **sell, or give on commercial rental**, copies of the programme.

C. Artistic works — s.14(c)

The right to reproduce it (in 2-D or 3-D), communicate it to the public, issue copies, include it in a film, and make an adaptation.

D. Cinematograph films — s.14(d)

The right to make a copy of the film, sell or rent copies, and communicate the film to the public.

E. Sound recordings — s.14(e)

The right to make any other recording embodying it, sell or rent copies, and communicate it to the public.

Beyond s.14 — related rights

The bundle also carries:

- **Moral rights (s.57)** — paternity and integrity (topic 7).
- **Performers’ rights (s.38, s.38A)** and **broadcast reproduction right (s.37)** — special “neighbouring rights” for singers, actors and broadcasters.
- **Right to royalty (2012 amendment)** — authors of literary and musical works used in films retain a non-assignable right to an equal share of royalties.

Section 14: “copyright means the exclusive right ... to do or authorise the doing of any of the following acts in respect of a work ...”

In Simple Terms: “Copyright” is not one right but a *list* of exclusive acts, and the list changes with the type of work. The owner controls each act separately — that is why he can license the film rights to one company and the translation rights to another.

◆ **WORKED EXAMPLE — the drama performed to an invited audience**

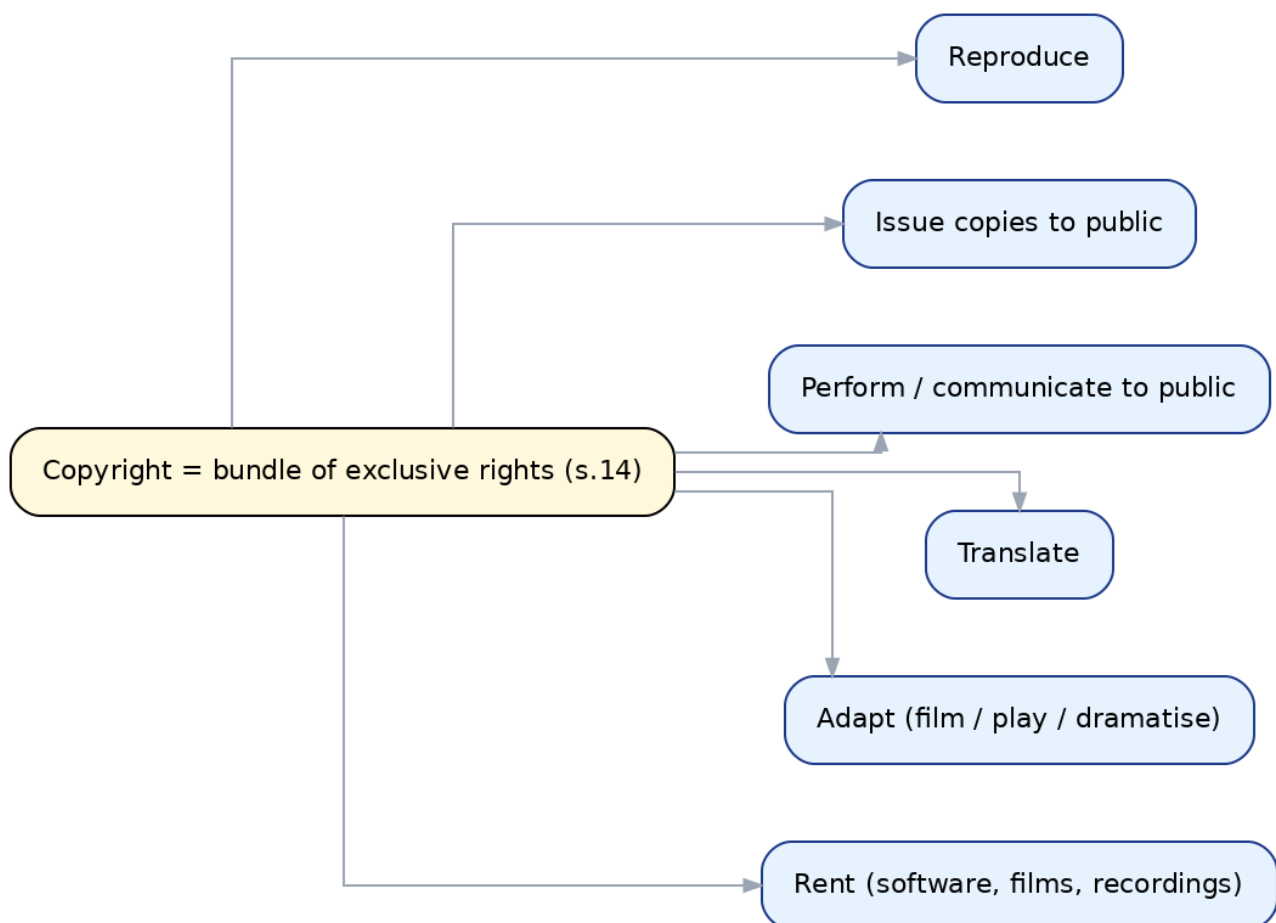
Facts. A drama is staged in an auditorium; selected persons, including producers, attend on open tickets and record it, meaning to imitate it.

Rule. The owner of the dramatic work holds the exclusive right to **perform it in public** and to make a film of it (s.14(a)). Copyright subsists in the fixed dramatic work.

Apply. The performance is a public performance controlled by the owner; recording it to imitate the work is an unauthorised reproduction/adaptation.

Conclusion. The owner’s performance and reproduction rights are infringed; he may seek injunction and damages.

The Visual



Case Laws

- **IPRS v Eastern India Motion Pictures Association (1977)** — analyses the separate rights that make up the “bundle” in a film with songs.
- **Super Cassettes Industries v Myspace Inc. (2011)** — the communication-to-the-public right applies to online hosting.

9. Assignment, Transmission and Licensing of Copyright

Previous Year Questions

- **[16M]** Explain the modes of transfer of copyright — assignment, transmission and licensing. (Dec 2014, Dec 2016, Jun 2018, Nov 2020, Oct 2021, Apr 2022, Mar 2023, Oct 2023, Mar 2024, Aug 2024, Jan 2025) ★★ ★
- **[Short Note]** Assignment of copyright / Difference between assignment and licence. (Jun 2018, Apr 2022, Mar 2024, Aug 2024) ★★
- **[Problem]** X and Y are co-owners; Y assigns the copyright to Z without X's consent. Is the assignment valid? (Jun 2018)

The Hook

Because copyright is property (topic 1), it can change hands. When A.R. Rahman composes for a film, he does not personally market the songs — the rights move, by contract, to the producer and then to a music label. The law channels those transfers through three routes, and confuses candidates who mix them up. Keep them apart: **assignment** (sale of the right), **transmission** (passing on death/operation of law) and **licence** (permission to use).

The three modes of transfer

A. Assignment — ss.18-19

An **assignment** is a **transfer of ownership** of the copyright (wholly or partly) from the owner (assignor) to another (assignee). After assignment the assignee *becomes the owner* of the rights assigned.

Requirements under **s.19**:

- **In writing and signed** by the assignor (or his agent). An oral assignment is void.
- **Identify the work, the rights, the duration and the territorial extent** assigned.
- **State the royalty** or consideration payable to the author.

- If **duration is not stated**, it is deemed **5 years**; if **territorial extent is not stated**, it is deemed to extend **within India** (s.19(5)–(6)).
- **2012 safeguards** — an assignment of a right that does not yet exist (future medium) is subject to the author's continuing royalty; authors of literary/musical works in films/sound recordings **cannot assign away their right to an equal share of royalties**.

Disputes over assignment go to the **Appellate Board** (now the Commercial Court) under **s.19A**, which may revoke an assignment if the assignee fails to exercise the rights.

B. Transmission by operation of law

Copyright, being movable property, **passes on the owner's death** to his legal heirs or under his will (s.18 read with the Succession laws). This needs no writing — it happens automatically. Testamentary transfer of a manuscript is dealt with in s.20.

C. Licence — ss.30, 30A

A **licence** is mere **permission** to use the work; ownership **stays with the licensor**. A voluntary licence (s.30) must also be in writing and signed. A licence may be **exclusive** (only the licensee may use it) or **non-exclusive**.

Section 18(1): “The owner of the copyright in an existing 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.”

In Simple Terms: Assignment = selling the right (ownership moves). **Licence = lending the right** (ownership stays, permission given). **Transmission = inheriting the right** on death.

D. Assignment vs licence — the distinction that scores

Feature	Assignment (s.18-19)	Licence (s.30)
What passes	Ownership of the right	Only permission to use
Assignee/licensee becomes	The owner	A user , not owner
Right to sue infringers	Yes (as owner)	Only an exclusive licensee, jointly
Form	Writing, signed, with s.19 particulars	Writing, signed

◆ WORKED EXAMPLE — co-owner assigns without consent

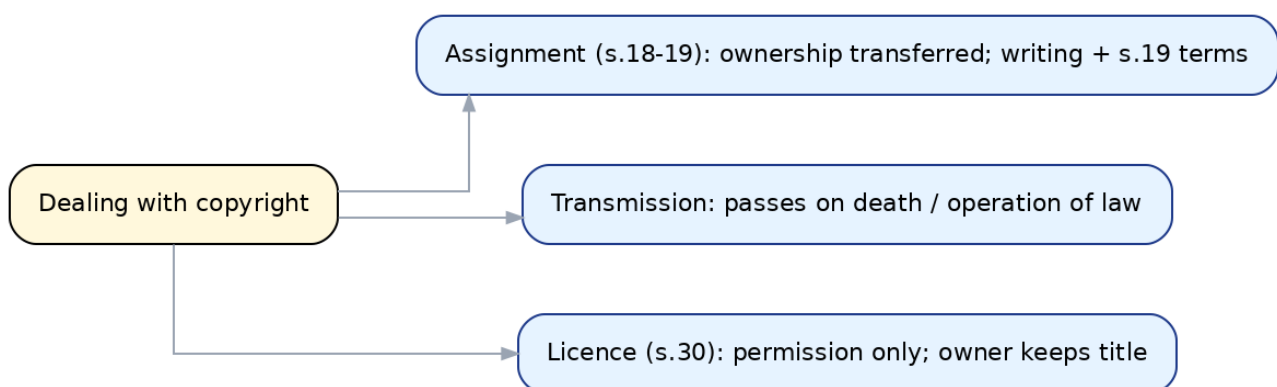
Facts. X and Y jointly own copyright in a literary work. Y assigns the whole copyright to Z **without X's assent**. X challenges the assignment.

Rule. Joint owners hold the copyright **in common**; one co-owner cannot deal with the *whole* copyright without the other's consent. An assignment must satisfy s.19 and cannot defeat the other co-owner's share.

Apply. Y could assign only *his own* share, not X's. Purporting to assign the entire copyright without X's consent is not binding on X.

Conclusion. X **succeeds**; the assignment is ineffective as to his share. Z gets at most Y's undivided share, subject to X's rights.

The Visual



Case Laws

- **IPRS v Eastern India Motion Pictures Association (1977)** — assignment of rights in film music between composer, lyricist and producer.
- **Saregama India Ltd. v Suresh Jindal (2007)** — an assignment of copyright in a future work operates when the work comes into existence.

10. Licences, Compulsory Licence, Copyright Societies and the Copyright Board

Previous Year Questions

- **[16M]** Explain the different kinds of licences under the Copyright Act, including compulsory licences, and the role of copyright societies and the Copyright Board. (Jun 2014, Dec 2015, Dec 2016, Jun 2017, Dec 2017, Jun 2018, Jun 2019, Sep 2021, Apr 2022, Oct 2022, Oct 2023, Mar 2024, Jul 2025, Jan 2026) ★★★
- **[Short Note]** Compulsory licence / Copyright society / Copyright Board. (Dec 2015, Jun 2017, Dec 2017, Apr 2022, Oct 2022, Oct 2023) ★★

The Hook

Suppose an author dies and his heirs refuse to reprint his only book, or set an impossible price — society loses a work it needs. The law does not let a copyright owner hold the public to ransom: through the **compulsory licence** it can *force* a licence on fair terms. Copyright, in other words, is a monopoly with a public-interest safety valve.

Voluntary, compulsory and statutory licences — and the collecting societies

A. Voluntary licence — s.30

The owner may licence any of his rights to anyone. It must be **in writing, signed** by the owner or his agent. It may be exclusive or non-exclusive, and for the whole or part of the term.

B. Compulsory licence — ss.31, 31A

A **compulsory licence** is a licence granted by the **Appellate Board** (formerly the Copyright Board) *against* the owner's wishes, in the public interest.

- **s.31 — works withheld from the public.** If the owner of a published work has **refused to republish or to allow performance**, or has **refused to allow communication to the public** on reasonable terms, the Board (on complaint) may **direct the Registrar to grant a licence** on terms it fixes.
- **s.31A — unpublished or anonymous works** whose author is dead/unknown/untraceable — any person may apply for a licence to publish.
- **s.31B — for the benefit of persons with disabilities.**
- **s.31C — cover versions** (statutory licence to make a fresh recording of a song already recorded, on paying royalties).
- **s.31D — statutory licence for broadcasting** literary/musical works and sound recordings, on paying royalties fixed by the Board.

The licence can be **revoked** if the licensee fails to comply with its terms or the grounds cease to exist.

C. Copyright societies — s.33

Individual authors cannot police every use of their songs. **Copyright societies** are collective bodies, **registered under s.33**, which licence works on behalf of many owners, collect royalties, and distribute them. They must be registered with the Central Government and function under its supervision (s.33–36A). Examples: **IPRS** (music/lyrics), **PPL** (sound recordings).

D. The Copyright Board / Appellate Board — s.11 (history)

- Originally, **s.11** created a **Copyright Board** to adjudicate copyright disputes, fix royalties, and grant compulsory licences.
- The **Finance Act 2017** merged the Copyright Board into the **Intellectual Property Appellate Board (IPAB)**.
- The **Tribunals Reforms Act 2021 abolished IPAB**; its functions now vest in the **Commercial Courts / High Courts**.

Section 31(1): *where the owner of copyright in a published work has refused to allow republication or communication to the public on terms the complainant considers reasonable, the Board may, after inquiry, “direct the Registrar of Copyrights to grant to the complainant a licence to republish the work ... subject to payment ... of such compensation ... as the Board may determine.”*

In Simple Terms: A **voluntary** licence is given willingly; a **compulsory** licence is imposed by the Board when an owner unreasonably blocks the public; a **statutory** licence (cover versions, broadcasting) lets anyone use the work on paying fixed royalties. **Copyright societies** do the collecting; the **Board (now the Commercial Court)** sets the terms.

◆ **WORKED EXAMPLE — owner refuses to republish a needed textbook**

Facts. The only publisher of a prescribed textbook refuses to reprint it and rejects all reasonable offers, so students cannot get it.

Rule. s.31 — where a published work is withheld from the public on unreasonable terms, the Board may grant a compulsory licence to republish, fixing the royalty.

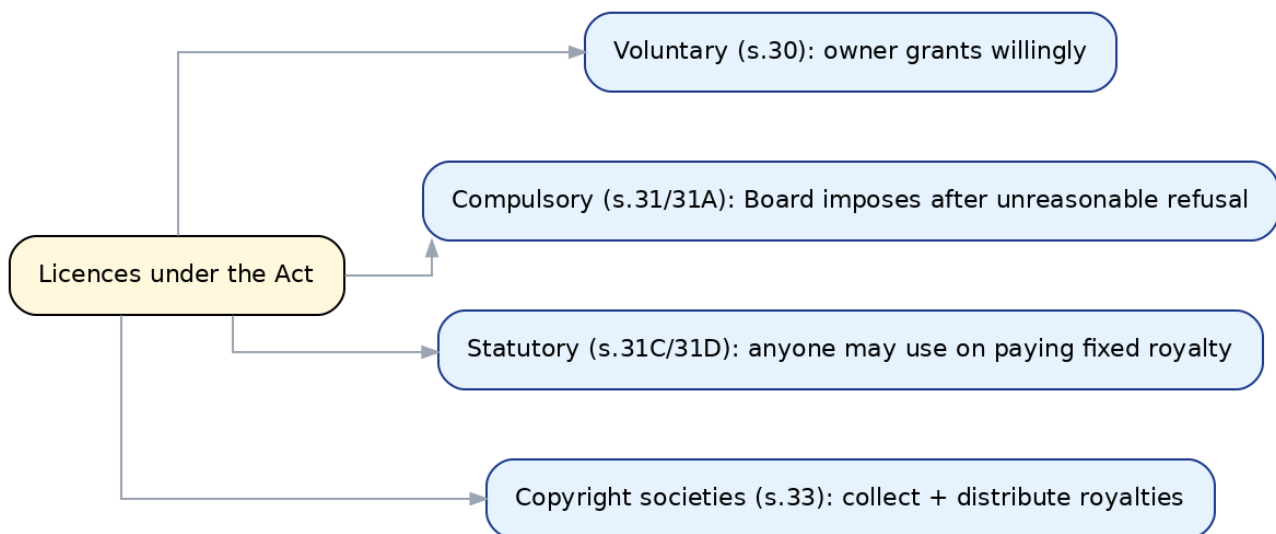
Apply. The work is published, is being withheld, and the applicant’s terms are reasonable. The public interest in access is engaged.

Conclusion. The Board may **direct the Registrar to grant a compulsory licence** to republish, on paying the royalty it fixes; the licence is revocable for non-compliance.

⚠ DON'T CONFUSE — compulsory licence vs statutory licence

A **compulsory licence** (s.31/31A) is granted **case by case** by the Board only after the owner has *unreasonably refused* — it is a remedy against a specific hold-out. A **statutory licence** (s.31C cover versions, s.31D broadcasting) needs **no refusal and no adjudication** — anyone may use the work by simply complying with the section and paying the prescribed royalty. Do NOT write that a broadcaster must first prove the owner refused: for s.31D it does not.

The Visual



Case Laws

- **Entertainment Network (India) Ltd. v Super Cassette Industries (2008)** — compulsory licensing under s.31; the owner's monopoly is subject to the public interest.
- **Music Choice India v Phonographic Performance Ltd. (2009)** — role and licensing function of copyright societies.

11. Infringement of Copyright

Previous Year Questions

- **[16M/10M]** What constitutes infringement of copyright? Explain with the tests of substantial copying. (Nov 2020, Sep 2021, Oct 2021, Oct 2022, Aug 2024, Jan 2025, Jul 2025) ★★
- **[Problem]** Y reads X's novel and writes a book of 10 chapters that marginally paraphrase X's chapters. Is it infringement? / Cable operator shows films without consent. (Nov 2020, Sep 2021, Oct 2021, Jan 2025, Jul 2025)

The Hook

In ***R.G. Anand (1978)*** the Supreme Court gave the test that Indian courts still use: to decide whether copying has occurred, ask whether an ordinary reader or viewer, seeing both works, would get the **“unmistakable impression that the later work is a copy of the earlier.”** Copyright infringement is not about counting identical words; it is about whether the *substance* was taken.

What constitutes infringement — s.51

Section 51 says copyright is infringed when a person, **without a licence** from the owner or the Registrar:

- **does any act** that only the owner has the exclusive right to do (i.e. any act in the s.14 bundle), or
- **permits a place** to be used for a communication of the work to the public that infringes copyright (unless he did not know), or
- **makes, sells, hires, distributes, exhibits or imports** infringing copies.

Two tests decide most disputes:

- **The “substantial part” test.** Taking a *substantial part* of the work — judged by **quality, not merely quantity** — is infringement. Copying a short but vital passage can infringe; copying a long but trivial part may not.
- **The “colourable imitation” test.** Cosmetic changes — paraphrasing, re-ordering, translating — do not escape liability if the substance is lifted. This is **colourable imitation** [a disguised copy].

The elements to prove: (i) the plaintiff owns a valid copyright; (ii) the defendant **copied** from it (access + similarity); and (iii) the defendant took a **substantial part**.

Section 51: *copyright is infringed “when any person, without a licence ... does anything the exclusive right to do which is ... conferred upon the owner of the copyright.”*

In Simple Terms: Infringement = doing any act in the owner’s s.14 bundle without permission, where a *substantial part* (in quality) has been taken. Minor changes to disguise the copy (colourable imitation) do not help.

◆ WORKED EXAMPLE — the marginally paraphrased chapters

Facts. X writes a work of fiction. Y reads it and writes a book containing 10 chapters of X's book which Y has **marginally paraphrased**.

Rule. s.51 with the substantial-part and colourable-imitation tests (**R.G. Anand**): taking the substance of a work, lightly re-worded, is infringement.

Apply. Ten whole chapters, changed only marginally, is a **substantial part** taken in quality and quantity. The paraphrase is a colourable imitation, not an independent work.

Decoy. "Paraphrased" tempts you to treat it as original writing; but paraphrasing another's expression is exactly what colourable imitation means.

Conclusion. Y **infringes** X's copyright; X may seek injunction, damages and delivery-up (topic 13).

◆ WORKED EXAMPLE — cable operator shows films

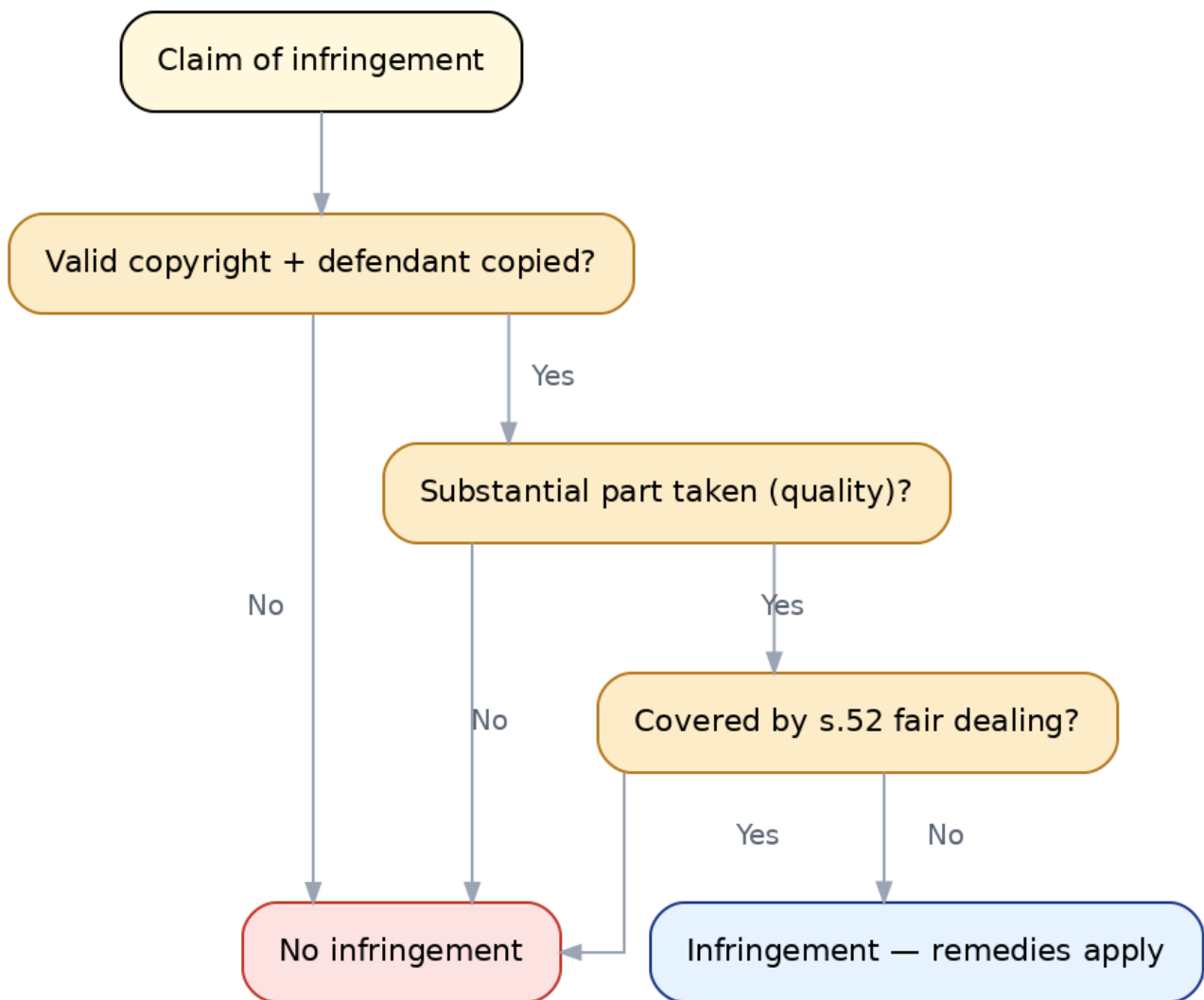
Facts. Film producers complain that a cable operator, Telelink, shows their films over cable TV without consent.

Rule. Communicating a cinematograph film to the public is the producer's exclusive right (s.14(d)); doing it without licence is infringement (s.51).

Apply. Cable transmission is communication to the public; Telelink had no licence.

Conclusion. Telelink **infringes**; the producers are entitled to injunction and damages.

The Visual



Case Laws

- ***R.G. Anand v Delux Films (1978)*** — “unmistakable impression of a copy” test; substantial similarity.
- ***Blackwood & Sons v A.N. Parasuraman (1959)*** — unauthorised translation/adaptation infringes.
- ***Star India Pvt. Ltd. v Piyush Agarwal (2013)*** — unauthorised communication of match information/broadcast infringes.

12. Fair Use and Acts Not Amounting to Infringement

Previous Year Questions

- **[16M]** Explain “fair dealing” and the acts that do not amount to infringement of copyright under s.52. (Jun 2014, Dec 2014, Dec 2015, Jun 2016, Dec 2016, Dec 2017, Dec 2018, Dec 2019, Nov 2020, Sep 2021, Oct 2021, Oct 2022, Nov 2022, Mar 2023, Oct 2023, Mar 2024, Jan 2025, Jul 2025, Jan 2026) ★★★
- **[Short Note]** Fair dealing / Fair use exceptions. (Jun 2016, Dec 2016, Dec 2018, Oct 2022, Nov 2022) ★★
- **[Problem]** Library photocopies multiple copies of an expensive book / teacher uses a work in class / paper-setter extracts from a novel / researcher copies 50 pages. (Jun 2014, Dec 2014, Jun 2016, Dec 2016, Dec 2018, Sep 2021, Oct 2021, Mar 2023, Oct 2023, Jan 2025, Jul 2025)

The Hook

If every quotation in a book review needed the author’s permission, criticism would die; if a teacher could not read a poem aloud in class, teaching would stall. So the Act carves out a long list of **permitted uses** in s.52. Almost every “is it infringement?” *problem* in the paper is really a s.52 question — and the marks lie in naming the exact sub-clause.

Fair dealing and the s.52 exceptions

Section 52 lists acts that are declared **NOT to be infringement**, even though they use a copyrighted work. The umbrella idea is **fair dealing** — a use that is fair in purpose and extent. The main heads:

A. Fair dealing with any work — s.52(1)(a)

Fair dealing (except with a computer programme) for the purposes of:

- **private or personal use, including research;**
- **criticism or review** of that or another work;
- **reporting of current events and current affairs**, including a lecture delivered in public.

“Fair” turns on the **purpose**, the **amount taken**, and the **effect on the market** for the original.

B. Educational and examination uses — s.52(1)(i) and (j)

- **s.52(1)(i)** — reproduction of a literary/dramatic/musical/artistic work (i) by a teacher or pupil **in the course of instruction**, (ii) **as part of the questions** to be answered in an examination, and (iii) in answers to such questions.
- **s.52(1)(j)** — the **performance** of a work in the course of the activities of an educational institution, before a non-paying audience of students, staff and parents.

C. Other permitted acts

- Judicial proceedings and reports of them.
- Reproduction for the use of the **Legislature**.
- Making of copies by a **public library** of a book of which no copy is available for sale in India (limited).
- Reading or reciting a reasonable extract in public.
- Reproduction in a certified copy supplied under law; making a back-up copy of software (s.52(1)(aa)).

The **limits** matter: fair dealing does **not** license wholesale copying, multiple copies, or commercial substitution for the original.

Section 52(1): “The following acts shall not constitute an infringement of copyright, namely — (a) a fair dealing with any work ... (i) for the purposes of private or personal use, including research; (ii) criticism or review ...; (i) the reproduction ... by a teacher or a pupil in the course of instruction; or ... as part of the questions to be answered in an examination ...”

In Simple Terms: s.52 is the “it’s allowed” list. But it protects **fair, limited** uses only. Multiplying copies to avoid buying the book, or copying a substantial part for commercial gain, falls **outside** fair dealing and is infringement.

◆ WORKED EXAMPLE — the library’s multiple photocopies

Facts. A public library, finding a foreign book too costly, gets **six copies** xeroxed for readers.

Rule. Fair dealing (s.52(1)(a)) protects limited private/research copying; s.52(o) allows a library to copy a book **only where no copy is available for sale in India**. Making multiple copies to substitute for purchase is **not** fair dealing.

Apply. Making six full copies is systematic, substitutional copying — well beyond a fair, private extract; the book is not shown to be unavailable for sale.

Decoy. “High price” and “library” tempt you toward the exception; but *price* is not a s.52 ground and *multiple full copies* defeats fairness.

Conclusion. The library’s act **is infringement**; had it made a single copy of an unavailable book for genuine research, s.52 might have saved it.

◆ WORKED EXAMPLE — the examiner who extracts from a novel

Facts. A paper-setter picks an extract from a popular novel and frames examination questions on it. The novelist threatens suit.

Rule. s.52(1)(i)(ii) — reproduction of a work **as part of the questions to be answered in an examination** is not infringement.

Apply. The extract was used to set exam questions, squarely within the sub-clause; it is not a commercial republication of the novel.

Conclusion. The paper-setter is **protected by s.52(1)(i)**; no infringement.

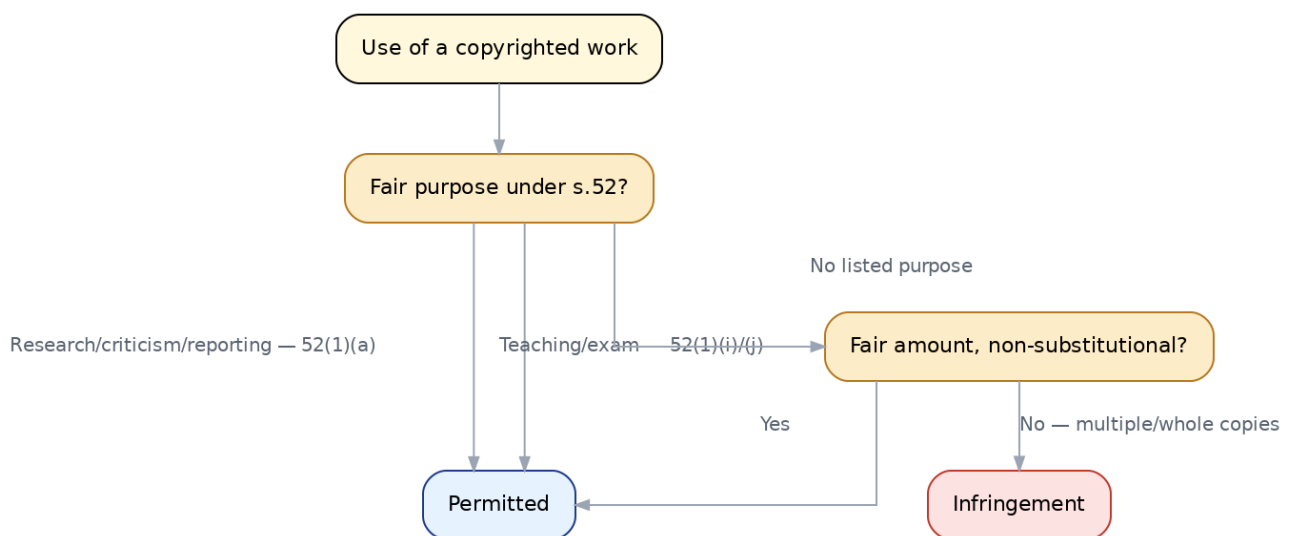
✎ EXAM TIP — always name the exact sub-clause

The trap. Candidates write “this is fair dealing” without the sub-clause, and lose the applied marks.

What to write. Match the facts to the *precise* clause — library → s.52(1)(a)/(o); exam paper → s.52(1)(i); teaching in class → s.52(1)(j); research → s.52(1)(a)(i) — then apply the fairness/quantity limit.

Why it scores. The examiner plants library/teacher/exam facts *precisely* to see whether you can pick the right sub-clause; the sub-clause number is the mark.

The Visual



Case Laws

- **Civic Chandran v C. Ammini Amma (1996)** — fair-dealing/parody; a counter-drama used extracts for criticism, not to compete.
- **Chancellor Masters of Oxford v Narendera Publishing House (2008)** — educational fair dealing; transformative use of guides.

- ***The Chancellor, Masters and Scholars of the University of Oxford v Rameshwari Photocopy Service (2016)*** — course-pack photocopying for students held within s.52(1)(i) instruction.

13. Remedies Against Infringement of Copyright

Previous Year Questions

- **[16M]** Explain the civil, criminal and administrative remedies available against infringement of copyright. (*Jun 2015, Jun 2017, Dec 2018, Nov 2020, Sep 2021, Oct 2021, Mar 2024, Aug 2024, Jan 2025*) ★★★

The Hook

Winning on “is it infringement?” is only half the battle; the owner then wants a *court order to stop the piracy and pay for it*. In practice the most powerful weapon is the **interlocutory injunction** — often an *Anton Piller* order letting the owner seize infringing stock overnight, before the pirate can hide it. The Act backs the owner with three tiers of remedy at once.

The three tiers of remedy

Copyright gives the owner **civil, criminal and administrative** remedies together — he need not choose only one.

A. Civil remedies — s.55

The owner may sue for:

- **Injunction** — the primary remedy: a court order restraining further infringement (temporary/interlocutory and permanent).
- **Damages** — compensation for the loss caused.
- **Account of profits** — surrender of the profits the infringer made (alternative to damages).
- **Delivery-up** of infringing copies and plates; the owner is deemed the owner of infringing copies (s.58 — conversion damages).

An **innocent infringer** (who did not know and had no reasonable ground to believe copyright subsisted) may escape damages, but an injunction and account of profits still lie (s.55 proviso).

B. Criminal remedies — ss.63-70

Copyright infringement is a **cognizable offence**:

- **s.63** — knowing infringement is punishable with imprisonment of **six months to three years** and a **fine of ₹50,000 to ₹2,00,000**.
- **s.63A** — **enhanced** penalty for a second and subsequent conviction (minimum one year).
- **s.64** — a police officer (not below Sub-Inspector) may **seize** infringing copies without warrant.
- **s.65** — penalty for possession of plates for making infringing copies.

C. Administrative / border remedies — s.53

- **s.53** — the owner may apply to the **Commissioner of Customs** to **prohibit the importation** of infringing copies; the copies may be detained and treated as prohibited goods.
- **s.53A** — resale share right in original manuscripts and artworks.

Section 55(1): *where copyright is infringed, “the owner of the copyright shall ... be entitled to all such remedies by way of injunction, damages, accounts and otherwise as are or may be conferred by law for the infringement of a right.”*

In Simple Terms: Three doors open at once — **civil** (injunction + damages/accounts), **criminal** (jail + fine under s.63), and **administrative** (stop imports at Customs under s. 53). Injunction is the workhorse; damages put money in the owner’s pocket; criminal action deters pirates.

◆ WORKED EXAMPLE — the pirated e-book

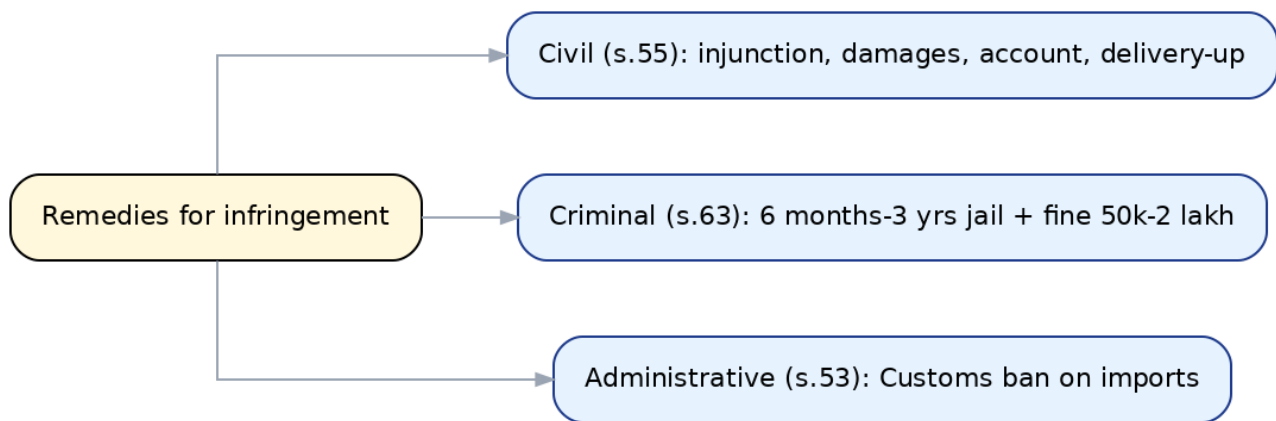
Facts. Lisa, a novelist, finds an e-book copy of her book distributed on a website without consent.

Rule. Reproducing and communicating the work online is infringement (s.51); remedies lie under s.55 (civil) and s.63 (criminal).

Apply. Lisa owns the copyright; the website copied and communicated a substantial part (the whole book) without licence.

Conclusion. Lisa may obtain an **injunction** (including takedown), **damages or account of profits**, and, if the infringement is knowing, initiate **criminal** prosecution under s.63.

The Visual



Case Laws

- **Microsoft Corporation v Yogesh Papat (2005)** — damages and injunction for software piracy.
- **Super Cassettes Industries v Myspace Inc. (2011)** — injunctive relief against an online intermediary hosting infringing content.

Landmark Cases — in Brief

[C-1] R.G. Anand v Delux Films (1978) — idea vs expression

Facts.

The playwright R.G. Anand's play *Hum Hindustani* dealt with provincialism; a later film, *New Delhi*, shared the broad theme. Anand alleged infringement.

Issue.

Does copyright protect the theme/idea of a work, so that a later work on the same theme infringes?

Held.

No. Copyright protects **expression, not ideas, themes or plots**. Infringement requires that the later work be a substantial copy such that a viewer gets the **unmistakable impression** that it is a copy. On the facts, there was no infringement.

Why it matters.

It is the foundational Indian authority on the idea-expression dichotomy and the test of substantial similarity, cited in almost every copyright dispute.

[C-2] Eastern Book Company v D.B. Modak (2008) — originality

Facts.

EBC copy-edited raw Supreme Court judgments (adding paragraph numbers, cross-references, formatting) and claimed copyright; a rival copied the edited versions.

Issue.

What degree of originality does a derivative/edited work need to attract copyright?

Held.

Originality requires **skill and judgment** — a “middle path” between the “sweat of the brow” and “modicum of creativity” tests. Mere copy-editing that is trivial gains no copyright, but inputs involving skill and judgment do.

Why it matters.

It settled the Indian test of originality for all literary works, including compilations and databases.

[C-3] Amar Nath Sehgal v Union of India (2005) — moral rights

Facts.

A bronze mural by sculptor Amar Nath Sehgal, commissioned for Vigyan Bhawan, was removed and consigned to a store-room, damaging it.

Issue.

Can an author invoke moral rights against the *owner* of the physical work for its mutilation?

Held.

Yes. Under s.57 the author’s **right of integrity** survives assignment of ownership. The court ordered return of the mural and awarded damages.

Why it matters.

The leading Indian authority that moral rights (paternity and integrity) are independent of, and outlast, economic ownership.

Quick Revision & Case Law Table

One-line memory hooks

- **Introduction/nature:** copyright is a statutory (s.16), negative, automatic **bundle** right — life + 60.
- **Idea-expression:** protect the *expression*, never the idea — *R.G. Anand*; originality = skill and judgment (*Modak*).
- **Works:** literary/dramatic/musical/artistic (s.2(o)/(h)/(p)/(c)); merit irrelevant, originality essential.

- **Films/recordings/software:** producer owns films (s.2(f)) and recordings (s.2(xx)); software is a **literary work** (s.2(o)), copyright not patent.
- **Term:** normal works life + 60 (s.22); films/recordings/photos/anonymous/Government 60 from publication.
- **Sound recording:** distinct copyright, producer owns, layered over song's own rights (s.14(e)).
- **Author/ownership/moral:** author = first owner (s.17) unless a proviso shifts it; moral rights (s.57) stay with the author for ever.
- **Bundle of rights:** s.14 — reproduce, issue, perform, translate, adapt, rent; different list per class.
- **Assignment/licence:** assignment = ownership moves (s.18–19, writing + terms); licence = permission only (s.30); transmission = on death.
- **Licences/Board:** voluntary (s.30), compulsory after unreasonable refusal (s.31), statutory cover/broadcast (s.31C/D); societies collect (s.33).
- **Infringement:** s.51 — any s.14 act without licence; substantial part (quality) + colourable imitation (*R.G. Anand*).
- **Fair use:** s.52 list — research/criticism/reporting (a), instruction/exam (i) and performance (j); multiple/whole copies defeat fairness.
- **Remedies:** civil (s.55 injunction/damages/account), criminal (s.63 jail + fine), administrative (s.53 Customs).

Master Case List for Unit 1

Case	Topic	One-line ratio
[C-1] <i>R.G. Anand v Delux Films</i> (1978)	Idea-expression / infringement	No copyright in idea/theme; “unmistakable impression of a copy” test.
[C-2] <i>Eastern Book Co. v D.B. Modak</i> (2008)	Originality	Originality needs skill and judgment (middle path).
[C-3] <i>Amar Nath Sehgal v Union of India</i> (2005)	Moral rights	Right of integrity (s.57) survives assignment of ownership.
<i>University of London Press v University Tutorial Press</i> (1916)	Originality	“What is worth copying is worth protecting”; original = not copied.

Case	Topic	One-line ratio
Krishika Lulla v Shyam Vithalrao Devkatta (2016)	Subject matter	No copyright in a title or single word.
IPRS v Eastern India Motion Pictures Assn. (1977)	Works / ownership	Separate music/lyrics/recording rights; producer owns film music.
Microsoft Corporation v Yogesh Papat (2005)	Software / remedies	Software is a literary work; piracy attracts damages and injunction.
Rupendra Kashyap v Jiwan Publishing House (1996)	Works	Examination question papers are original literary works.
Entertainment Network (India) v Super Cassette (2008)	Compulsory licence	Owner's monopoly subject to compulsory licensing in public interest.
Civic Chandran v C. Ammini Amma (1996)	Fair dealing	Extracts used for criticism/parody are fair dealing.
Univ. of Oxford v Rameshwari Photocopy Service (2016)	Fair dealing	Educational course-pack photocopying within s. 52(1)(i).
Super Cassettes Industries v Myspace Inc. (2011)	Remedies / rights	Injunctive relief against online intermediary; communication-to-public right.

End of Unit 1.



Intellectual Property Rights-II

*KSLU LL.B. — Question Bank · Model Answers (Essays & Problems) ·
100-mark pattern*

KSLU LL.B. Question Bank

Medha-Academy

www.medha-academy.in

Notes Version: **v1.0**

August 2026

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Read this first, then go to your unit. This companion to the study notes gives you a full, exam-ready **model answer** to every recurring long-question theme and every fact-pattern problem asked in past KSLU Intellectual Property Rights-II papers — grouped by unit and topic in the same order as the notes. Sub-10-mark short notes (5M / 6M / 8M) are answered in the notes bundle, not here.

Built for the 100-mark paper. KSLU sets an **80-mark** and a **100-mark** paper; this bank is the **100-mark** edition (*IPR_II_Question_Bank_100.pdf*), which most students sit. Its **essays (§A)** are the 100-mark long questions, but its **problems (§C)** cover **every fact-pattern from both patterns** — problems repeat, so none is left out. Sitting the 80-mark paper? An 80-mark edition can be generated on request.

How to Use This Question Bank

What this is. A rehearsal book. The study notes teach the concept; this bank shows you how to *write the marks* — a complete answer in the exact shape an examiner rewards.

The 3-step drill. (1) Read the question and try a 2-minute plan from memory.

1. Read the model answer; note the structure, the cases, the verdict. (3) For problems, re-do the IRAC in your own words under time.

Priorities. The ★ rating shows how often a question repeats — ★★★ (asked in 6+ years) is a near-certainty; do these first. The Priority Index below ranks them.

House rules that win marks. Lead with a definition + roadmap; name the case **and** the year; cite the exact section (s.14, s.52(1)(i), s.2(d)); for problems use the four IRAC headings and always give a definite verdict — spot the planted decoy (research plea, “high price”, “artistic manner”, change of material).

Exam Pattern & Mark Weights

100-mark paper — long essays of 16 marks each, plus fact-pattern problems; answer the required number across the five units, attempting the problems carefully as they carry the marks students most often lose. **80-mark paper** — five units; from each unit a long essay (10 marks) plus a short note / problem. Sub-10-mark short notes are in the notes bundle.

Mark slot	What it is	Where it's drilled
16M (100) / 10M (80)	Long essay	Section A of each unit
Problems (10M / 6M)	Fact-pattern, IRAC	Section C of each unit
8M / 6M / 5M short notes	Short explanatory notes	In the study-notes bundle

Priority Index — Questions by Frequency

Rank	Question (short)	Type	Frequency	Unit
1	Expression not idea + subject matter (s.13)	Essay	★★★	1
2	Fair dealing & acts not infringement (s.52)	Essay/ Problem	★★★	1
3	Definition & essentials of design (s.2(d))	Essay/ Problem	★★★	4
4	Registration of a design; novelty & prohibitions	Essay/ Problem	★★★	4
5	Piracy of design, remedies & defences (s.22)	Essay/ Problem	★★★	4
6	National Biodiversity Authority — powers & functions	Essay/ Problem	★★★	2
7	Registration of a plant variety; DUS & duration	Essay/ Problem	★★★	3
8	TRIPS — features, objectives & Indian impact	Essay	★★★	5
9	Berne Convention — three principles	Essay	★★★	5
10	Convention on Biological Diversity (1992)	Essay	★★★	5
11	Paris Convention — priority right	Essay	★★★	5
12	Licences, compulsory licence & societies	Essay	★★★	1
13	Assignment, transmission & licensing	Essay/ Problem	★★★	1
14	Author, ownership & moral rights (ss.17, 57)	Essay/ Problem	★★★	1
15	Rights conferred by copyright — bundle (s.14)	Essay	★★★	1

Rank	Question (short)	Type	Frequency	Unit
16	PPV&FR Authority & National Register	Essay/ Problem	★★★	3
17	Policy, objectives & features of PPV&FR Act	Essay	★★★	3
18	Breeders', researchers' & community rights	Essay/ Problem	★★★	3
19	Farmers' rights (s.39)	Essay	★★★	3
20	State Biodiversity Board	Essay	★★★	2
21	Traditional knowledge & biological resources	Essay	★★★	2
22	Powers & duties of the Controller of designs	Essay	★★★	4
23	Remedies against copyright infringement	Essay	★★★	1
24	Photographs of a monument — each a copyright	Problem	★★★	1
25	Architect vs contractor — design authorship	Problem	★★★	4
26	Agent suing “as breeder” — standing	Problem	★★★	3
27	Compulsory licence — breeder fails to supply seed	Problem	★★★	3
28	Meaning, scope & concerns of biodiversity	Essay	★★★	2
29	Aims & features of BD Act 2002	Essay	★★★	2
30	Introduction, nature & features of copyright	Essay	★★★	1

Year Index — Questions by Paper

Year (paper)	Essays asked	Problems asked
2014(100)	Q1.2, Q1.4, Q1.6, Q1.7, Q1.9, Q2.2, Q2.3, Q2.6, Q3.1, Q3.3, Q3.4, Q3.5, Q4.1, Q4.2, Q4.6, Q5.1, Q5.2, Q5.3	P1.2, P1.7, P1.10, P4.1, P4.3, P4.5

Year (paper)	Essays asked	Problems asked
2016(100)	Q1.2, Q1.5, Q1.7, Q1.9, Q2.1, Q2.2, Q2.6, Q3.1, Q3.2, Q4.1, Q4.2, Q4.3, Q5.1, Q5.2, Q5.5	P1.2, P1.4, P1.6
2017(100)	Q1.2, Q1.4, Q1.5, Q1.7, Q1.9, Q1.10, Q2.5, Q3.1, Q3.4, Q3.6, Q4.1, Q4.2, Q4.4, Q5.1, Q5.4	P1.4, P1.9, P1.13, P4.5, P4.7
2018(100)	Q1.6, Q1.7, Q1.9, Q1.10, Q2.5, Q3.4, Q3.6, Q4.1, Q4.2, Q4.5, Q5.2, Q5.3	P1.2, P1.14, P3.2, P3.4, P4.5, P4.6
2019(100)	Q1.2, Q1.4, Q1.7, Q2.2, Q2.3, Q2.4, Q2.6, Q3.3, Q3.5, Q3.6, Q4.1, Q4.2, Q4.4, Q5.3, Q5.4	P1.1, P1.9, P3.3, P4.1, P4.2, P4.5
2020(100)	Q1.8, Q1.9, Q1.10, Q2.3, Q3.5, Q4.1, Q4.2, Q5.2, Q5.3	P1.5, P1.18, P4.4
2021(100)	Q1.1, Q1.2, Q1.6, Q1.8, Q1.9, Q1.10, Q2.3, Q2.4, Q2.6, Q3.1, Q3.3, Q3.5, Q4.1, Q4.4, Q4.6, Q5.2, Q5.3, Q5.5	P1.9, P1.16, P1.17, P1.18, P3.1, P3.2, P3.3, P4.7
2022(100)	Q1.2, Q1.5, Q1.6, Q1.7, Q2.2, Q2.3, Q3.2, Q3.4, Q4.1, Q4.2, Q4.4, Q5.1, Q5.2, Q5.3	P1.8, P1.13, P1.15, P3.1, P4.7, P4.8
2023(100)	Q1.1, Q1.2, Q1.3, Q1.4, Q1.7, Q2.4, Q3.1, Q4.1, Q4.2, Q4.6, Q5.1, Q5.2, Q5.4	P1.4, P1.5, P1.11, P1.12, P4.5
2024(100)	Q1.2, Q1.4, Q1.6, Q1.8, Q1.10, Q2.2, Q2.3, Q2.5, Q3.1, Q3.3, Q3.4, Q4.1, Q4.4, Q4.5, Q5.1, Q5.4	P1.9, P1.17, P4.1, P4.2, P4.3, P4.5
2025(100)	Q1.2, Q1.3, Q1.8, Q2.3, Q3.3, Q3.4, Q3.5, Q4.1, Q4.4, Q5.1, Q5.3	P1.3, P1.9, P1.17, P1.18, P3.3, P4.7

Year (paper)	Essays asked	Problems asked
2026(100)	Q1.1, Q1.2, Q1.5, Q1.9, Q2.5, Q3.4, Q3.6, Q4.1, Q4.4, Q5.3	P1.2, P4.1

This bank is built for the 100-mark paper. Its **essays** (§A) are the long questions asked on a **100-mark** KSLU sitting for Intellectual Property Rights-II; its **problems** (§C) cover **every** fact-pattern problem from both the 80- and 100-mark papers, because problems recur across sittings and are the easiest marks to lose. Every unit, in the notes' topic order. Sub-10-mark short notes (5M / 6M / 8M) are answered in the study-notes bundle, not here.

UNIT 1 — Indian Copyright Law

A. Essay Questions (16M) — Model Answers

Q1.1 — [16M] What is copyright? Explain its nature and the salient features of the Copyright Act, 1957.

Asked: Dec 2015 (100), Jun 2019 (100), Mar 2021 (100), Sep 2021 (100), Apr 2022 (80), Oct 2023 (100), Oct 2023 (80), Aug 2024 (80), Jan 2026 (100), Jan 2026 (80) · Pattern: both · ★★ ★ · Notes: Unit 1 → Topic 1 (Introduction, History, Nature & Salient Features)

ANSWER OUTLINE

1. Define copyright — a statutory, negative bundle right; s.16.
2. The strands of its nature, each explained.
3. Salient features of the 1957 Act.
4. A short history (Statute of Anne 1710 → Act 1957 → 2012).
5. R.G. Anand; Eastern Book Co. — the framing cases.
6. Conclusion — a limited monopoly to encourage creation.

Introduction

Copyright is the branch of intellectual property that gives the creator of an original work a **limited monopoly** — the exclusive right to reproduce, publish, perform, translate and adapt the work for a fixed period, after which it falls into the **public domain**. A novel or a song takes months of skill to make but seconds to copy; copyright solves that problem by promising the creator the fruits of his labour for a limited time, which is why the first copyright statute was titled “An Act for the Encouragement of Learning”.

A. The nature of copyright

The nature of copyright is best learnt as a set of distinct strands, each of which the examiner expects by name.

1. **A statutory right.** In India copyright exists **only** because the **Copyright Act 1957** creates it. Section 16 says no person is entitled to copyright otherwise than under the Act, so there is **no common-law copyright** in India — if the Act does not give it, it does not exist.

2. **A negative right.** Copyright does not let the owner *do* anything special with the work; it lets him **stop others** from copying it without permission. This single idea frames every copyright answer — the owner's power is a power to exclude.
3. **A bundle of rights.** The owner does not hold one right but several separate exclusive rights (to reproduce, issue copies, perform, translate, adapt), which he can split up and deal with separately. This is what makes assignment and licensing possible.
4. **Automatic on creation.** Copyright arises the moment an original work is fixed in a material form. **Registration (ss.44-45) is optional** — it is only evidence of ownership, never a condition of the right.
5. **A limited monopoly and transferable property.** The monopoly lasts the author's life plus 60 years, not forever, and being movable property it can be assigned, licensed and inherited.

B. Salient features of the Copyright Act 1957

The 1957 Act, in force from 1958 and much amended (most importantly in **2012**), has these salient features:

1. **Defines the works protected** — original literary, dramatic, musical and artistic works, cinematograph films and sound recordings (s.13).
2. **Confers a bundle of exclusive economic rights** class-by-class (s.14), a different list for each kind of work.
3. **Recognises moral rights** of the author independently of ownership (s.57), which survive even after the copyright is sold.
4. **Fixes the term** of protection (ss.22-29) — generally life plus 60 years.
5. **Provides for assignment and licensing** (ss.18-30), including compulsory and statutory licences, and sets up **copyright societies** to collect royalties (s.33).
6. **Lists the acts that are NOT infringement** — the fair-dealing exceptions (s.52).
7. **Gives civil, criminal and administrative remedies** together (ss.55, 63, 53).

C. A short history

Copyright law began with the **Statute of Anne (1710)** in England, the world's first copyright statute. India's colonial Acts of 1847 and 1914 were based on the English Copyright Act 1911, until India enacted its own comprehensive **Copyright Act 1957**. The **2012 amendment** modernised it — bringing Indian law into line with the WIPO Internet Treaties, strengthening authors' royalty rights in films and music, adding rights for the disabled, and recognising statutory licensing.

Leading cases

- **R.G. Anand v Delux Films** (1978) — copyright protects the **expression**, not the idea, theme or plot; the touchstone of the whole subject.
- **Eastern Book Company v D.B. Modak** (2008) — a work must show **skill and judgment** to be original and attract copyright.

D. The balance copyright strikes

Every strand of copyright's nature serves a single balance — between rewarding the creator and enriching the public. Because it is a **negative** right, it does not stop others from independently creating similar works; it only stops **copying** without permission, so genuine independent creation is never caught. Because it is **statutory** (s.16), its scope is exactly what the Act gives and no more — there is no open-ended common-law claim outside the 1957 Act. And because it is **limited in time**, every work eventually passes into the **public domain**, so the monopoly is a temporary incentive, never a perpetual grant. These features explain why the very first copyright statute was titled an Act for the *encouragement of learning*: the law grants the monopoly not as a reward for genius in the abstract but as a calculated incentive to create, recouped by the public once the term expires.

Conclusion

Copyright is thus a **statutory, negative, automatic bundle right** of limited duration — a monopoly the State grants not to reward genius for its own sake but to encourage creation by letting the author reap the fruits of his work for a time, before the work enriches the public domain. The 1957 Act defines the works, confers the s.14 rights, protects the author's moral rights, fixes the term, provides for transfer and licensing, and backs it all with civil, criminal and administrative remedies.

Q1.2 — [16M] “Copyright subsists in the expression and not in the idea.” Explain with reference to the subject matter of copyright.

Asked: Jun 2014 (100), Jun 2016 (100), Dec 2016 (100), Jun 2017 (100), Jun 2018 (100), Dec 2018 (100), Dec 2019 (100), Nov 2020 (100), Mar 2021 (100), Oct 2021 (100), Sep 2021 (80), Apr 2022 (100), Nov 2022 (100), Apr 2022 (80), Mar 2023 (100), Oct 2023 (100), Oct 2023 (80), Mar 2024 (100), Mar 2024 (80), Aug 2024 (80), Jan 2025 (100), Jul 2025 (100), Jan 2025 (80), Jan 2026 (100) · Pattern: both · ★★ ★ · Notes: Unit 1 → Topic 2 (Subject Matter & Idea-Expression Dichotomy)

ANSWER OUTLINE

1. State the idea-expression dichotomy + why the law draws the line.
2. The two conditions — s.13 category + originality.
3. Subject matter of copyright — s.13.
4. The originality test — *Eastern Book Co. (2008)*.
5. *R.G. Anand (1978)* — the settling authority.
6. Conclusion — expression protected, idea free.

Introduction

The statement captures the single most important principle of copyright — the **idea-expression dichotomy**. Copyright protects **original expression** — the words, arrangement, images or sounds an author actually created — **never** the underlying idea, information, method or theme. Two people may write about the same subject; each owns only the particular words and arrangement he chose. The Supreme Court laid this down in ***R.G. Anand v Delux Films*** (1978).

A. Why the law protects expression, not idea

Ideas are the **common stock of humanity**. If the first person to think of a love story between rival families could monopolise it, no one could ever write another. So the law leaves ideas free for all and protects only the individual **expression**, which cost the author his own labour. In *R.G. Anand* a play about provincialism and a later film sharing that broad theme were held **not** to infringe, because only the theme — an idea — was common; the expression differed.

B. The two conditions for copyright to subsist

Before copyright subsists in a work, two conditions must be satisfied.

1. **It must fall within a protected category** listed in s.13. Nothing outside these categories is protected, however meritorious.
2. **It must be original** — it must **originate from the author** (not be copied) and reflect some **skill, labour and judgment**. Originality does not mean novelty or inventiveness; it means the author did not copy it and put in his own effort.

C. The subject matter of copyright — s.13

Section 13(1) provides that copyright subsists in three groups of work:

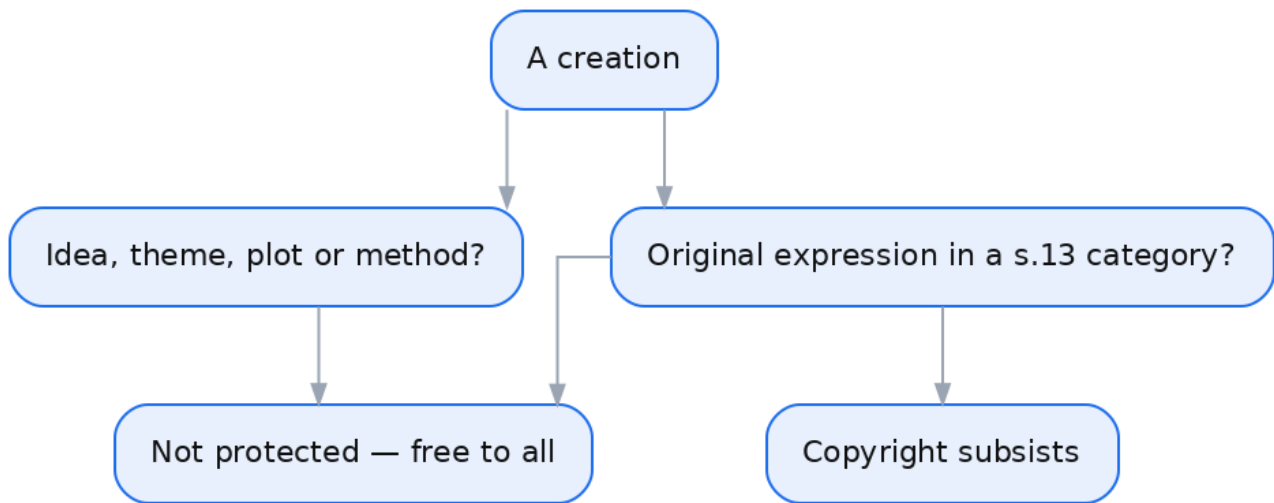
1. **Original literary, dramatic, musical and artistic works** — s.13(1)(a). Literary work (s.2(o)) includes computer programmes and databases; dramatic work (s.2(h)); musical work (s.2(p), the melody only); artistic work (s.2(c), painting, photograph, architecture, regardless of artistic quality).
2. **Cinematograph films** — s.13(1)(b), s.2(f).
3. **Sound recordings** — s.13(1)(c), s.2(xx).

Group (a) must be **original**; groups (b) and (c) are derivative works assembled from other works, and get no copyright if made by infringing another's work (s.13(3)).

D. The originality threshold

After ***Eastern Book Company v D.B. Modak*** (2008), Indian law follows a **middle path** between two older tests: the **“sweat of the brow”** test (labour alone, rejected as too generous) and the **“modicum of creativity”** test (rejected as too strict). The adopted **“skill and judgment”** test asks whether the work is the product of the author's own skill and judgment, and not a merely mechanical or trivial exercise. It follows that a mere **title**

or single word is too trivial to be a “work” — *Krishika Lulla v Shyam Vithalrao Devkatta* (2016).



Leading cases

- *R.G. Anand v Delux Films* (1978) — no copyright in an idea, theme or plot; test is the **unmistakable impression** that one work is a copy of the other.
- *Eastern Book Company v D.B. Modak* (2008) — originality requires **skill and judgment**.
- *University of London Press v University Tutorial Press* (1916) — “what is worth copying is worth protecting”; original means **not copied**.

E. The dichotomy illustrated

The rule is best seen through the facts of *R.G. Anand*. Anand’s play and the later film shared the broad **theme** of provincialism and inter-provincial marriage, but the Court refused relief because a theme is an idea, free to all; only if the film had copied the play’s **particular expression** — its incidents, dialogue and arrangement — so that a viewer got the unmistakable impression of a copy, would there have been infringement. The same logic explains why a **single word or a title** carries no copyright (*Krishika Lulla*, 2016): there is no room for original expression in so trivial a unit. It also explains why **merit is irrelevant** — a mundane compilation or a plain photograph is protected if it is the author’s own skill and judgment, while a brilliant idea unexpressed is protected by no one. The dichotomy therefore does two things at once: it keeps the raw material of creativity free, and it secures to each author the fruits of the labour he actually expended on expression.

Conclusion

Copyright therefore **subsists in the expression, never in the idea**. The idea, theme, plot or method remains free for everyone; what the author owns is only the particular, original form in which he clothed it, provided it falls in a s.13 category and shows skill and

judgment. This is the rule, settled by *R.G. Anand* and *Modak*, that decides the great majority of copyright disputes.

Q1.3 — [16M] Explain the different classes of works in which copyright subsists, with their statutory definitions.

Asked: Jun 2015 (100), Mar 2021 (100), Sep 2021 (100), Apr 2022 (100), Oct 2023 (100), Jul 2025 (100), Jan 2026 (80) · Pattern: both · ★★ ★ · Notes: Unit 1 → Topic 3 (Literary, Dramatic, Musical & Artistic Works)

ANSWER OUTLINE

1. Copyright subsists in three heads under s.13; four original classes.
2. Literary (s.2(o)), dramatic (s.2(h)), musical (s.2(p)), artistic (s.2(c)) — each defined.
3. Films (s.2(f)) and sound recordings (s.2(xx)).
4. Originality required for all four original classes.
5. IPRS; Rupendra Kashyap — the illustrating cases.
6. Conclusion — technical boxes, merit irrelevant.

Introduction

Under **s.13(1)** copyright subsists in three heads — **original literary, dramatic, musical and artistic works, cinematograph films**, and **sound recordings**. The four “original-work” classes are technical legal boxes defined in s.2, and — importantly — copyright’s idea of a work “has nothing to do with literary or artistic **merit**”: a railway timetable, a shopping list and a computer programme are all “literary works”. What matters is only which box the thing falls in and whether it is **original**.

A. The four original-work classes — s.13(1)(a)

1. **Literary work — s.2(o)**. A literary work is anything expressed in **print or writing**, irrespective of quality — novels, articles, letters, question papers — and expressly **includes computer programmes, tables and compilations (databases)**. Merit is irrelevant; originality (skill and judgment) is everything.
2. **Dramatic work — s.2(h)**. A dramatic work includes any piece for recitation, choreographic work or entertainment in dumb show, the scenic arrangement or acting form of which is **fixed in writing or otherwise** — a play, screenplay, mime or choreographed dance. A cinematograph film is **expressly excluded** (it is its own category).
3. **Musical work — s.2(p)**. A musical work means a work consisting of **music** and includes its graphical notation, but **does not include the words** intended to be sung with it. The melody alone is the musical work; the lyrics are a separate *literary* work.

4. **Artistic work — s.2(c).** An artistic work means a painting, sculpture, drawing (including a diagram, map, chart or plan), an engraving or a photograph, **whether or not it possesses artistic quality**; a work of architecture; and any other work of artistic craftsmanship. Artistic quality is irrelevant, so a child's sketch and a rough map qualify, and an architect's plan is protected.

B. Films and sound recordings

1. **Cinematograph film — s.2(f)** is a work of visual recording, including its accompanying soundtrack, and includes video films; its author and first owner is the **producer**.
2. **Sound recording — s.2(xx)** is a recording of sounds from which the sounds may be reproduced, regardless of medium; its author and first owner is the **producer** of the recording.

C. Originality and the “one song, three copyrights” point

Each of the four original classes must be **original** — it must originate from the author and show skill and judgment. A photograph is original if the photographer chose the **angle, lighting, framing and moment**, which is why several photographers of the same monument each own a distinct copyright. A single recorded song neatly shows the layering: the **music** is a musical work (composer), the **lyrics** a literary work (lyricist), and the **recording** a sound recording (producer) — three separate copyrights in one song, as recognised in *IPRS v Eastern India Motion Pictures Association* (1977).

Leading cases

- *IPRS v Eastern India Motion Pictures Association* (1977) — a song embodies separate musical and literary works; the film producer holds the film rights.
- *Rupendra Kashyap v Jivan Publishing House* (1996) — examination question papers are **original literary works**.
- *Camlin Pvt. Ltd. v National Pencil Industries* (1985) — mere printed cartons without artistic skill may lack copyright as artistic works.

D. Why the classification matters

Placing a work in the right box is not a mere labelling exercise; it fixes **who owns the copyright and how long it lasts**. For the four original classes the **author** — writer, composer or artist — is the first owner, and the term is generally **life plus 60 years**. For a **cinematograph film and a sound recording** the **producer** is author and first owner, and the term is a flat **60 years from publication**, because there is no single natural “author's death” from which to measure. The classification also settles hard cases: because **s.2(o)** expressly makes a computer programme a **literary work**, software is protected by ordinary copyright, not patent; and because a photograph is an **artistic work** regardless of quality, several photographers of the same subject each own a distinct copyright. Getting the box right therefore drives every downstream question of ownership, term and remedy.

Conclusion

Copyright therefore subsists in **seven kinds of work** grouped under three heads — the four original classes (literary, dramatic, musical, artistic), plus cinematograph films and sound recordings. The classes are **technical boxes**, not judgments of taste: the only questions are *which box does the work fall in?* and *is it original?* Get those two right and the ownership and duration of any work follow.

Q1.4 — [16M] Who is the “author” and “first owner” of a work? Explain s.17 and its provisos, and the moral rights of an author.

Asked: Dec 2014 (100), Dec 2015 (100), Dec 2017 (100), Jun 2019 (100), Mar 2023 (100), Mar 2024 (100), Jul 2025 (80) · Pattern: both · ★★ ★ · Notes: Unit 1 → Topic 7 (Author, Ownership & Moral Rights)

ANSWER OUTLINE

1. Author (s.2(d)) defined work-by-work.
2. First owner — s.17 general rule (author = first owner).
3. The five provisos that shift ownership.
4. Moral rights — s.57 (paternity + integrity), inalienable.
5. *Amar Nath Sehgal* (2005); IPRS (1977).
6. Conclusion — economic ownership sellable, moral rights are not.

Introduction

Authorship and ownership are two different things. The **author** is the creator of the work; the **first owner** is the person the law vests the copyright in, who is usually — but not always — the author. And quite apart from ownership, the author keeps personal **moral rights** that can never be sold. The distinction was dramatised in ***Amar Nath Sehgal v Union of India*** (2005), where a sculptor sued not as owner but as *author* to protect his mutilated mural.

A. Who is the author — s.2(d)

The author is defined work-by-work: for a **literary or dramatic** work, the author (writer); for a **musical** work, the composer; for an **artistic** work other than a photograph, the artist; for a **photograph**, the person taking it; for a **cinematograph film or sound recording**, the **producer**; and for a **computer-generated** work, the person who causes the work to be created.

B. The first owner — s.17 and its provisos

The general rule (s.17) is that **the author is the first owner** of the copyright. But five provisos shift ownership in common situations — and these provisos are what the application problems test.

1. **Proviso (a) — newspaper/magazine articles.** Where an author writes for the proprietor of a newspaper or magazine **under a contract of service** and for the purpose of publication, the **proprietor** is first owner *for the purpose of publication*; the author keeps the other rights (for example, to publish the collected articles as a book).
2. **Proviso (b) — commissioned photographs, paintings, portraits, engravings and films.** Where such a work is made for **valuable consideration at the instance of another person**, that person who paid is the first owner.
3. **Proviso (c) — works made in the course of employment.** A work made under a **contract of service or apprenticeship**, not covered by (a) or (b), belongs to the **employer**.
4. **Proviso (d) — Government works.** The **Government** is first owner (s.17(d)).
5. **Proviso (dd)/(e) — public undertakings and international organisations** are the first owners of works made under their direction.

The recurring architect problem turns on this: an architectural plan is an **artistic work** (s. 2(c)(ii)) whose author is the **architect**; the contractor who merely builds from the plan performs labour, not authorship, and cannot claim the copyright.

C. Moral rights — s.57

Independently of who *owns* the copyright, the **author** retains personal, inalienable **moral rights** (*droit moral*) even after assignment:

1. **Right of paternity (attribution)** — to claim authorship of the work, and to be named as its author.
2. **Right of integrity** — to restrain or claim damages for any distortion, mutilation, modification or other act in relation to the work that would be **prejudicial to his honour or reputation**.

In ***Amar Nath Sehgal v Union of India*** (2005) the Delhi High Court held that the author's right of integrity under s.57 **survives** the transfer of ownership: even though the Government owned the mural, its removal and mutilation was actionable, and the court ordered its return with damages.

Leading cases

- ***Amar Nath Sehgal v Union of India*** (2005) — the moral right of integrity (s.57) survives assignment of ownership.
- ***IPRS v Eastern India Motion Pictures Association*** (1977) — the producer is first owner of songs incorporated in a film (s.17 proviso).

- **Najma Heptulla v Orient Longman** (1989) — joint authorship where one contributes the ideas and another the words.

D. Authorship and ownership pulled apart

The *Sehgal* case is the clearest demonstration that authorship and ownership are separate ideas. The Government **owned** the mural (it had commissioned it), yet the sculptor, as **author**, could still restrain its mutilation, because the moral right of integrity under s.57 is **inalienable** and outlasts any transfer of ownership. This is why a complete answer to any ownership problem has two moves: first identify the **first owner** of the economic rights under s.17 (author, or the person a proviso substitutes — the newspaper proprietor, the commissioner, the employer, the Government); then add that, whoever owns the economic rights, the **author retains** the personal rights of paternity and integrity. The economic side is property that can be sold, assigned and inherited; the moral side is personal and stays with the creator for life and beyond.

Conclusion

The general rule is that the **author is the first owner** (s.17), displaced only by the five provisos — newspaper contracts, commissioned works, employment, Government and public bodies. But ownership carries only the **economic** rights, which can be sold; the author's **moral rights** of paternity and integrity under **s.57** stay with him for ever. A complete answer always separates the two: name the s.17 owner, then add the author's surviving moral rights.

Q1.5 — [16M] “Copyright is a bundle of rights.” Explain the rights conferred by copyright on the owner.

Asked: Jun 2016 (100), Dec 2017 (100), Jun 2019 (100), Dec 2019 (100), Nov 2022 (100), Apr 2022 (80), Mar 2024 (80), Aug 2024 (80), Jan 2026 (100) · Pattern: both · ★★ ★ · Notes: Unit 1 → Topic 8 (Rights Conferred by Copyright — the Bundle of Rights)

ANSWER OUTLINE

1. s.14 — copyright is the exclusive right to do certain acts; list differs per class.
2. Rights for literary/dramatic/musical works — s.14(a).
3. Software (s.14(b)); artistic works (s.14(c)); films (s.14(d)); recordings (s.14(e)).
4. Related rights — moral (s.57), performers'/broadcast (ss.37, 38), royalty (2012).
5. IPRS (1977); Myspace (2011) — the framing cases.
6. Conclusion — a divisible list of exclusive acts.

Introduction

To call copyright “a bundle of rights” is to say that the owner does not hold one single right but a **set of distinct exclusive rights** — like keys on one ring. **Section 14** defines copyright as the exclusive right to do, or to authorise others to do, certain acts in respect of a work, *and the list of acts is different for each class of work*. The owner may deal with each right separately — hand over the film key and keep the translation key — which is precisely what makes assignment and licensing possible.

A. Literary, dramatic and musical works — s.14(a)

For these works the owner has the exclusive right to:

1. **Reproduce** the work in any material form, including storing it electronically.
2. **Issue copies** to the public not already in circulation.
3. **Perform** the work in public, or **communicate** it to the public.
4. **Make a cinematograph film or sound recording** of the work.
5. **Translate** the work into another language.
6. **Adapt** the work — for example, turn a novel into a play or a screenplay.

B. The other classes

1. **Computer programmes — s.14(b)**. All the s.14(a) rights **plus** the right to **sell or give on commercial rental** copies of the programme.
2. **Artistic works — s.14(c)**. The right to reproduce it in two or three dimensions, communicate it to the public, issue copies, include it in a film, and make an adaptation.
3. **Cinematograph films — s.14(d)**. The right to make a copy of the film, to sell or rent copies, and to communicate the film to the public.
4. **Sound recordings — s.14(e)**. The right to make any other recording embodying it, to sell or rent copies, and to communicate it to the public.

C. Beyond s.14 — the related rights in the bundle

The bundle also carries certain neighbouring and personal rights:

1. **Moral rights — s.57**. The author’s rights of paternity and integrity, which stay with him independently of ownership.
2. **Performers’ rights (ss.38, 38A) and the broadcast reproduction right (s.37)** — special “neighbouring rights” for singers, actors and broadcasters.
3. **Right to royalty (2012 amendment)**. Authors of literary and musical works used in films and sound recordings retain a **non-assignable** right to an equal share of the royalties.

Because these rights are separable, the communication-to-the-public right can reach new media: in ***Super Cassettes Industries v Myspace Inc.*** (2011) it was applied to online hosting of infringing content.

Leading cases

- **IPRS v Eastern India Motion Pictures Association** (1977) — analyses the separate rights that make up the “bundle” in a film with songs.
- **Super Cassettes Industries v Myspace Inc.** (2011) — the communication-to-the-public right applies to online hosting.

E. Divisibility — why the bundle can be split

The practical genius of s.14 is that the exclusive acts are **separable**, and this separability is what powers the whole law of assignment and licensing (Topic 9). An author may assign the **film rights** to one company, licence the **translation rights** to a publisher abroad, and keep the **reproduction right** himself — three dealings in one work, each with a different person. The neighbouring rights sit alongside the core bundle: **performers’ rights** (ss.38, 38A) protect a singer’s or actor’s live rendition, the **broadcast reproduction right** (s.37) protects a broadcaster’s signal, and the **2012 royalty right** guarantees the underlying author of film and music a non-assignable share of the earnings. Because the communication-to-the-public right is technology-neutral, the bundle also reaches new media — online streaming and hosting fall within it, as *Super Cassettes Industries v Myspace Inc.* (2011) confirmed. The bundle is thus both **divisible** (each key handed out separately) and **elastic** (each right stretching to new forms of exploitation).

Conclusion

“Copyright” is therefore not one right but a **divisible list of exclusive acts** under s.14 — reproduce, issue copies, perform, communicate, translate, adapt and rent — with a **different list for each class of work**, wrapped together with the author’s moral rights, the performers’ and broadcast rights, and the statutory royalty. Because the owner controls each act separately, he can license the film rights to one company and the translation rights to another — which is the whole practical point of describing copyright as a bundle.

Q1.6 — [16M] Explain the modes of transfer of copyright — assignment, transmission and licensing.

Asked: Dec 2014 (100), Dec 2016 (100), Jun 2018 (100), Nov 2020 (100), Oct 2021 (100), Apr 2022 (100), Mar 2023 (100), Oct 2023 (80), Aug 2024 (100), Mar 2024 (80), Jan 2025 (100), Jan 2025 (80) · Pattern: both · ★★★★★ · Notes: Unit 1 → Topic 9 (Assignment, Transmission & Licensing)

ANSWER OUTLINE

1. Copyright is transferable property; three modes.
2. Assignment (ss.18–19) — ownership moves; the s.19 requirements.
3. Transmission — passes on death/operation of law.
4. Licence (s.30) — permission only; owner keeps title.
5. Assignment vs licence — the distinguishing table.
6. Conclusion.

Introduction

Because copyright is a form of **movable, transferable property**, it can change hands. The Act channels those transfers through **three routes**, which candidates must keep apart: **assignment** (a sale of the right), **transmission** (its passing on death or by operation of law), and **licence** (mere permission to use). Section 18 opens the door by allowing the owner of the copyright in an existing work to assign it wholly or partly, generally or subject to limitations, and for the whole term or any part of it.

A. Assignment — ss.18–19

An **assignment** is a **transfer of ownership** of the copyright, wholly or partly, from the owner (assignor) to another (assignee). After assignment the assignee **becomes the owner** of the rights assigned and may sue infringers. Section 19 lays down the requirements:

1. **In writing and signed** by the assignor or his agent — an oral assignment is **void**.
2. It must **identify the work, the rights, the duration and the territorial extent** assigned.
3. It must **state the royalty** or other consideration payable to the author.
4. If **duration is not stated** it is deemed **five years**; if **territorial extent is not stated** it is deemed to extend within India (s.19(5)–(6)).
5. **2012 safeguards** — authors of literary and musical works used in films or sound recordings **cannot assign away their right to an equal share of royalties**, and assignment of a right in a future medium is subject to the author's continuing royalty.

Under **s.19A** a dispute over an assignment goes to the Appellate Board (now the Commercial Court), which may revoke an assignment if the assignee fails to exercise the assigned rights.

B. Transmission by operation of law

Copyright, being movable property, **passes on the owner's death** to his legal heirs or under his will; this needs no writing and happens automatically. Testamentary transfer of a manuscript is dealt with in s.20. Transmission thus differs from assignment, which is a deliberate inter vivos transfer requiring the s.19 formalities.

C. Licence (s.30)

A **licence** is mere **permission** to use the work; ownership **stays with the licensor**. A voluntary licence (s.30) must be **in writing and signed** by the owner or his agent, and may be **exclusive** (only the licensee may use the right) or **non-exclusive**. An exclusive licensee may join in suing infringers, but a non-exclusive licensee is only a permitted user.

D. Assignment versus licence — the distinction that scores

Feature	Assignment (ss.18-19)	Licence (s.30)
What passes	Ownership of the right	Only permission to use
The transferee becomes	The owner	A user , not owner
Right to sue infringers	Yes, as owner	Only an exclusive licensee, jointly
Form	Writing, signed, with s.19 particulars	Writing, signed

Leading cases

- **IPRS v Eastern India Motion Pictures Association** (1977) — assignment of rights in film music between composer, lyricist and producer.
- **Saregama India Ltd. v Suresh Jindal** (2007) — an assignment of copyright in a future work operates when the work comes into existence.

E. Why the distinction matters in practice

Whether a dealing is an **assignment** or a **licence** decides real questions. Only an **owner** — and so an **assignee** — can sue infringers in his own right; a bare licensee cannot, and even an exclusive licensee sues only jointly with the owner. The **form** requirements also bite: an **oral assignment is void**, and an assignment silent on **duration** is read down to **five years** and, if silent on **territory**, confined to **India** (s.19(5)–(6)) — traps that catch careless drafting. The **2012 safeguards** go further, protecting the author from signing away his royalty share in film and music and from losing out on future, unforeseen media. And under **s.19A** the Appellate Board (now the Commercial Court) may **revoke** an assignment where the assignee sits on the rights without exploiting them. These consequences are why candidates must classify the transaction correctly before anything else.

Conclusion

There are thus **three modes of transfer**: **assignment**, where ownership itself moves and must satisfy the writing-and-particulars requirements of s.19; **transmission**, where the copyright passes automatically on death; and **licence**, where the owner keeps his title and merely permits another to use the work. The cardinal distinction — **assignment sells**

the right, a licence only lends it — is the point on which the marks and the problems turn.

Q1.7 — [16M] Explain the different kinds of licences under the Copyright Act, including compulsory licences, and the role of copyright societies and the Copyright Board.

Asked: Jun 2014 (100), Dec 2015 (100), Dec 2016 (100), Jun 2017 (100), Dec 2017 (100), Jun 2018 (100), Jun 2019 (100), Sep 2021 (80), Apr 2022 (100), Oct 2022 (80), Oct 2023 (100), Oct 2023 (80), Mar 2024 (100), Jul 2025 (80), Jan 2026 (80) · Pattern: both · ★★ · Notes: Unit 1 → Topic 10 (Licences, Compulsory Licence, Societies & Board)

ANSWER OUTLINE

1. Voluntary licence — s.30.
2. Compulsory licence — ss.31, 31A (against an unreasonable owner).
3. Statutory licence — s.31C cover versions, s.31D broadcasting.
4. Copyright societies — s.33.
5. Copyright Board → IPAB → Commercial Courts.
6. Conclusion — monopoly with a public-interest safety valve.

Introduction

Copyright is a monopoly, but not an absolute one: the law does not let an owner hold the public to ransom. So beyond the ordinary **voluntary licence**, the Act provides **compulsory** and **statutory** licences that can be worked even against the owner's wishes, and it sets up **copyright societies** to collect royalties and a **Board** to fix terms. Learn the three kinds of licence, the collecting societies and the adjudicating Board and the topic is answered.

⚠ DON'T CONFUSE

Looks like: the compulsory licence (s.31) and the statutory licence (ss.31C/31D) — both let a work be used without the owner's willing consent. **How it differs:** a **compulsory** licence is granted **case by case by the Board only after the owner has unreasonably refused**; a **statutory** licence needs **no refusal and no adjudication** — anyone may use the work on simply complying with the section and paying the prescribed royalty. **Tell them apart by:** the words "refused / withheld on unreasonable terms" point to s.31; "cover version / broadcasting on paying royalty" points to ss.31C/31D.

A. Voluntary licence (s.30)

The owner may licence any of his rights to anyone. It must be **in writing and signed** by the owner or his agent, and may be exclusive or non-exclusive and for the whole or part of the term. This is the ordinary, consensual licence.

B. Compulsory licence — ss.31, 31A

A **compulsory licence** is granted by the **Appellate Board** (formerly the Copyright Board) **against** the owner's wishes, in the public interest.

1. **s.31 — works withheld from the public.** Where the owner of a **published** work has **refused to republish or allow performance**, or refused to communicate it to the public **on reasonable terms**, the Board (on complaint) may **direct the Registrar to grant a licence** to republish, on terms and compensation it fixes.
2. **s.31A — unpublished or anonymous works** whose author is dead, unknown or untraceable — any person may apply for a licence to publish.
3. **s.31B** provides for the benefit of persons with disabilities.

The licence is **revocable** if the licensee fails to comply with its terms or the grounds cease to exist.

C. Statutory licence — ss.31C, 31D

A **statutory licence** lets anyone use the work by simply complying with the section and paying royalties, without any prior refusal or adjudication:

1. **s.31C — cover versions.** A statutory licence to make a fresh sound recording of a song already recorded, on paying the prescribed royalty and observing the conditions.
2. **s.31D — broadcasting.** A statutory licence for broadcasting literary and musical works and sound recordings, on paying royalties fixed by the Board.

D. Copyright societies — s.33

Individual authors cannot police every use of their works. **Copyright societies** are collective bodies **registered under s.33** which licence works on behalf of many owners, **collect royalties and distribute** them, functioning under the supervision of the Central Government (ss.33–36A). Examples are **IPRS** (music and lyrics) and **PPL** (sound recordings).

E. The Copyright Board / Appellate Board — s.11

Originally **s.11** created a **Copyright Board** to adjudicate copyright disputes, fix royalties and grant compulsory licences. The **Finance Act 2017** merged the Board into the **Intellectual Property Appellate Board (IPAB)**, and the **Tribunals Reforms Act 2021** **abolished IPAB**, so those functions now vest in the **Commercial Courts / High Courts**.

Leading cases

- ***Entertainment Network (India) Ltd. v Super Cassette Industries*** (2008) — the owner's monopoly is subject to **compulsory licensing** in the public interest under s. 31.
- ***Music Choice India v Phonographic Performance Ltd.*** (2009) — the role and licensing function of **copyright societies**.

F. Revocation and the balance struck

The licensing scheme is built around a single balance — the owner's monopoly against the public's access. A **compulsory licence** is not a punishment but a corrective: it is available only after the owner has **unreasonably refused** to make a published work available, and it is **revocable** if the licensee breaks its terms or the grounds fall away, so the owner's interest is never wholly displaced. The **statutory** licences go the other way, favouring access by letting anyone make a cover version (s.31C) or broadcast a work (s.31D) on paying a fixed royalty, so that popular works reach the public without hold-outs. The **copyright societies** (s.33) make the whole system workable by collecting and distributing royalties on behalf of thousands of owners at once, under Government supervision. In *Entertainment Network (India) Ltd. v Super Cassette Industries* (2008) the Court affirmed that the owner's monopoly is genuinely **subject to the public interest**, which is the theme uniting every licence in the Act.

Conclusion

The Act therefore offers a graded set of licences: a **voluntary** licence given willingly (s. 30); a **compulsory** licence imposed by the Board when an owner unreasonably blocks the public (ss.31, 31A); and a **statutory** licence anyone may work on paying a fixed royalty (ss.31C, 31D). **Copyright societies** (s.33) do the collecting, and the **Board — now the Commercial Court** — fixes the terms. Together they make copyright a monopoly fitted with a **public-interest safety valve**.

Q1.8 — [16M] What constitutes infringement of copyright? Explain with the tests of substantial copying.

Asked: Nov 2020 (100), Sep 2021 (100), Oct 2021 (100), Oct 2022 (80), Aug 2024 (100), Jan 2025 (100), Jul 2025 (100) · Pattern: both · ★★ · Notes: Unit 1 → Topic 11 (Infringement of Copyright)

ANSWER OUTLINE

1. *Infringement — s.51: doing a s.14 act without licence.*
2. *The three elements to prove.*
3. *The substantial-part test (quality not quantity).*
4. *The colourable-imitation test.*
5. *R.G. Anand; Blackwood & Sons.*
6. *Conclusion — substance taken, not identical words.*

Introduction

Copyright is infringed when someone, without permission, does one of the acts that only the owner is entitled to do. **Section 51** defines infringement, but the harder question the courts answer is *how much* copying counts — and the answer, from ***R.G. Anand v Delux Films*** (1978), is not about counting identical words but about whether an ordinary reader or viewer would get the “**unmistakable impression that the later work is a copy of the earlier**”.

A. What constitutes infringement — s.51

Section 51 provides that copyright is infringed where a person, **without a licence** from the owner or the Registrar:

1. **does any act** that only the owner has the exclusive right to do — i.e. any act in the **s. 14 bundle**; or
2. **permits a place** to be used for a communication of the work to the public that infringes copyright, unless he did not know and had no reasonable ground to believe it would infringe; or
3. **makes, sells, hires, distributes, exhibits or imports** infringing copies of the work.

B. The elements the plaintiff must prove

To succeed, the plaintiff must establish three things:

1. that he **owns a valid, subsisting copyright** in the work;
2. that the defendant **copied** from it — shown by proof of **access plus similarity**; and
3. that the defendant took a **substantial part** of the work.

C. The two tests of substantial copying

1. **The “substantial part” test.** Taking a **substantial part** of a work is infringement, and substantiality is judged by **quality, not merely quantity**. Copying a short but vital passage can infringe, while copying a long but trivial part may not. It is the importance of what is taken, not its length, that matters.
2. **The “colourable imitation” test.** Cosmetic changes — **paraphrasing, re-ordering or translating** — do not escape liability if the substance is lifted. A disguised copy of

this kind is a **colourable imitation**, and the law looks through the disguise to the substance. Thus in *Blackwood & Sons v A.N. Parasuraman* (1959) an unauthorised translation and adaptation was held to infringe.

D. Applying the tests

The two tests work together. A defendant who lifts ten chapters of a novel and merely re-words them has taken a substantial part **and** produced a colourable imitation; the marginal paraphrase is no defence. Conversely, two authors who independently write on the same theme do not infringe, because neither copied the other's expression — the *R.G. Anand* principle that copyright is in the expression, not the idea.

Leading cases

- *R.G. Anand v Delux Films* (1978) — the “**unmistakable impression of a copy**” test of substantial similarity.
- *Blackwood & Sons v A.N. Parasuraman* (1959) — an unauthorised **translation/adaptation** infringes.
- *Star India Pvt. Ltd. v Piyush Agarwal* (2013) — unauthorised communication of broadcast/match information infringes.

E. The wider reach of s.51 and its boundary with fair dealing

Infringement is not confined to the person who makes the copy. Section 51 also catches the person who **permits a place** to be used for an infringing communication to the public (unless he neither knew nor had reason to believe it would infringe), and the person who **makes, sells, hires, distributes, exhibits or imports** infringing copies — so distributors and venues share the liability. This is what allows an owner to pursue an online intermediary that hosts infringing files, as in *Super Cassettes Industries v Myspace Inc.* (2011). But s.51 has a boundary: an act that would otherwise infringe is **not** an infringement if it falls within the fair-dealing exceptions of **s.52** (Topic 12). So the full analysis runs in stages — is there a valid copyright, was a substantial part copied, and, if so, does s.52 save the use? Only when all three are answered against the defendant is infringement made out. This staged test is what separates a genuine copy from an independent work and from a permitted fair use.

Conclusion

Infringement under **s.51** is therefore the doing of any act in the owner's **s.14 bundle without licence**, where a **substantial part** — measured in **quality** — has been taken, whether copied outright or disguised as a **colourable imitation**. What the law asks is not whether the words are identical but whether the **substance** was taken; where it was, the owner may pursue the remedies in s.55.

Q1.9 — [16M] Explain “fair dealing” and the acts that do not amount to infringement of copyright under s.52.

Asked: Jun 2014 (100), Dec 2014 (100), Dec 2015 (100), Jun 2016 (100), Dec 2016 (100), Dec 2017 (100), Dec 2018 (100), Dec 2019 (100), Nov 2020 (100), Oct 2021 (100), Sep 2021 (80), Nov 2022 (100), Oct 2022 (80), Mar 2023 (100), Oct 2023 (100), Mar 2024 (80), Jan 2025 (80), Jul 2025 (80), Jan 2026 (100) · Pattern: both · ★★ ★ · Notes: Unit 1 → Topic 12 (Fair Use & Acts Not Amounting to Infringement)

ANSWER OUTLINE

1. s.52 lists acts declared NOT to be infringement; idea of fair dealing.
2. Fair dealing — s.52(1)(a): research, criticism, reporting.
3. Educational uses — s.52(1)(i) instruction/exam, s.52(1)(j) performance.
4. Other permitted acts (judicial, legislature, library, back-up).
5. The fairness limits; Civic Chandran; Rameshwari.
6. Conclusion — fair, limited uses only.

Introduction

If every quotation in a book review needed permission, criticism would die; if a teacher could not read a poem aloud, teaching would stall. So **s.52** carves out a long list of **permitted uses** — acts declared **NOT** to be infringement even though they use a copyrighted work. The umbrella idea is **fair dealing**: a use that is fair in **purpose** and **extent**. Almost every application problem in the paper is really a s.52 question, and the marks lie in naming the **exact sub-clause**.

A. Fair dealing with any work — s.52(1)(a)

Fair dealing with any work (except a computer programme) is permitted for the purposes of:

1. **private or personal use, including research;**
2. **criticism or review** of that or another work; and
3. **reporting of current events and current affairs**, including a public lecture.

Whether a dealing is “fair” turns on the **purpose** of the use, the **amount taken**, and the **effect on the market** for the original.

B. Educational and examination uses — s.52(1)(i) and (j)

1. **s.52(1)(i)** permits the reproduction of a work **by a teacher or a pupil in the course of instruction**, or **as part of the questions to be answered in an examination**, or in answers to such questions. This clause decides the paper-setter and classroom problems.

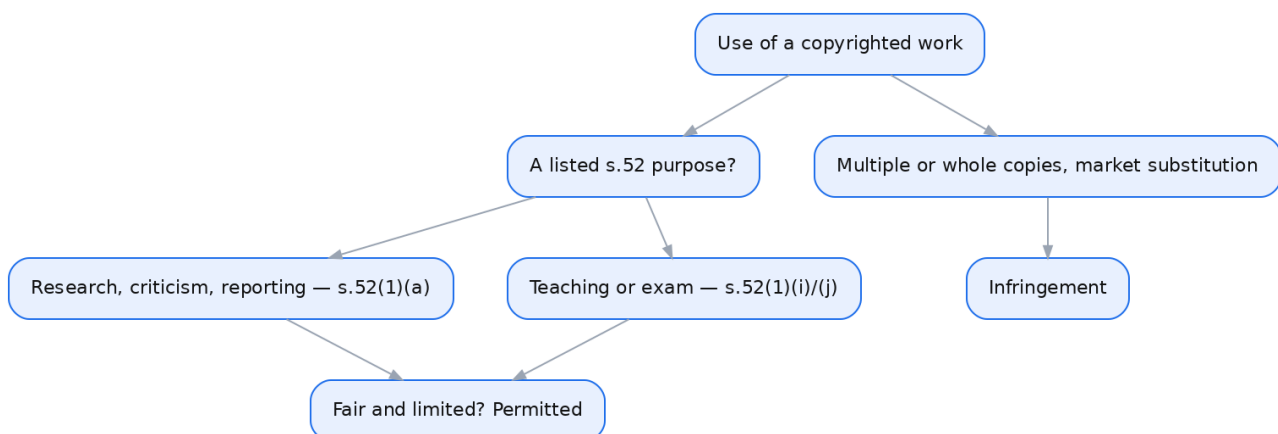
2. **s.52(1)(j)** permits the **performance** of a work in the course of the activities of an **educational institution**, before an audience limited to students, staff and parents (a non-paying audience).

C. Other permitted acts

Section 52 also permits, among others: reproduction for **judicial proceedings** and reports of them; reproduction for the use of the **Legislature**; the making by a **public library** of a copy of a book of which no copy is available for sale in India; reading or reciting a **reasonable extract** in public; and the making of a **back-up copy of software** (s.52(1)(aa)).

D. The limits — where fair dealing ends

The exceptions protect **fair and limited** uses only. Fair dealing does **not** license wholesale copying, the making of **multiple copies**, or a **commercial substitution** for the original. Thus a library that xeroxes several full copies of a costly book to spare readers the purchase falls **outside** s.52, because multiple substitutional copies defeat fairness; but course-pack photocopying by a university for its students has been held to fall **within** s. 52(1)(i) instruction — **University of Oxford v Rameshwari Photocopy Service** (2016).



Leading cases

- **Civic Chandran v C. Ammini Amma** (1996) — extracts used for **criticism/parody**, not to compete, are fair dealing.
- **Chancellor Masters of Oxford v Narendera Publishing House** (2008) — **transformative educational** use of guides is fair dealing.
- **University of Oxford v Rameshwari Photocopy Service** (2016) — course-pack photocopying for students falls within **s.52(1)(i)** instruction.

E. Naming the exact sub-clause — the exam skill

Because almost every “is it infringement?” problem is really a s.52 question, the marks lie in matching the facts to the **precise** clause and then applying the fairness limit. A **library** copying an unavailable book maps to the library exception and to s.52(1)(a) private-study fair dealing — but multiple full copies of an available book fall outside it. A **paper-setter**

extracting from a novel maps to **s.52(1)(i)** (reproduction as part of examination questions). A **teacher** using a work in class maps to **s.52(1)(i)** instruction, and a school **performance** before students and parents to **s.52(1)(j)**. A **researcher** copying for private study maps to **s.52(1)(a)(i)** — but only a fair, limited amount, not a substantial part. Even within a listed purpose, fairness is judged by the **amount taken** and the **market effect**, which is why *Chancellor Masters of Oxford v Narendera Publishing House* (2008) and the *Rameshwari* course-pack case (2016) turned on whether the use was genuinely educational and non-substitutional rather than a commercial republication.

Conclusion

Section 52 is the Act's "**it is allowed**" list — research, criticism and reporting under s. 52(1)(a); teaching and examinations under s.52(1)(i) and (j); and judicial, legislative and library uses besides. But it protects only **fair, limited** uses: the moment the copying becomes **multiple, wholesale or commercially substitutional**, it steps outside fair dealing and becomes infringement. The examiner's marks are earned by matching the facts to the **precise sub-clause** and then applying the fairness limit.

Q1.10 — [16M] Explain the civil, criminal and administrative remedies available against infringement of copyright.

Asked: Jun 2015 (100), Jun 2017 (100), Dec 2018 (100), Nov 2020 (100), Sep 2021 (100), Oct 2021 (100), Mar 2024 (100), Aug 2024 (100), Aug 2024 (80), Jan 2025 (80)
· Pattern: both · ★★ ★ · Notes: Unit 1 → Topic 13 (Remedies Against Infringement)

ANSWER OUTLINE

1. Three tiers available together — the owner need not choose one.
2. Civil remedies — s.55 (injunction, damages, account, delivery-up).
3. Criminal remedies — ss.63–65.
4. Administrative/border remedies — s.53.
5. *Microsoft* (2005); *Myspace* (2011).
6. Conclusion — three doors open at once.

Introduction

Establishing that a work has been infringed is only half the battle; the owner then wants a court order to **stop the piracy and pay for it**. The Copyright Act arms him with **three tiers of remedy at once** — **civil, criminal** and **administrative** — and he need not choose only one. In practice the most powerful weapon is the **interlocutory injunction**, which can stop the infringement overnight before the pirate can hide his stock.

A. Civil remedies — s.55

Under s.55 the owner may sue for:

1. **Injunction** — the primary remedy: a court order restraining further infringement, whether **temporary/interlocutory** or **permanent**. It is the workhorse of copyright enforcement.
2. **Damages** — compensation for the loss the infringement caused the owner.
3. **Account of profits** — surrender of the profits the infringer made, claimed as an **alternative** to damages.
4. **Delivery-up** of infringing copies and plates; the owner is deemed the owner of infringing copies, giving rise to conversion damages (s.58).

An **innocent infringer**, who did not know and had no reasonable ground to believe that copyright subsisted, may escape **damages**, but an **injunction and an account of profits still lie** (proviso to s.55).

B. Criminal remedies — ss.63-70

Copyright infringement is also a **cognizable offence**:

1. **s.63** — knowing infringement is punishable with imprisonment of **six months to three years** and a **fine of ₹50,000 to ₹2,00,000**.
2. **s.63A** — an **enhanced** penalty (minimum one year) for a second and subsequent conviction.
3. **s.64** — a police officer not below the rank of Sub-Inspector may **seize** infringing copies without warrant.
4. **s.65** — a penalty for possession of plates for the purpose of making infringing copies.

C. Administrative / border remedies — s.53

1. **s.53** — the owner may apply to the **Commissioner of Customs** to **prohibit the importation** of infringing copies, which may be detained and treated as prohibited goods.
2. **s.53A** — a resale share right in original manuscripts and works of art.

These border measures let the owner stop pirated copies at the frontier, before they reach the market.

D. Applying the three tiers

A modern example makes the point: a novelist who finds her book distributed as a pirated e-book may obtain an **injunction** (including a takedown), **damages or an account of profits** under s.55, and — if the infringement is knowing — set the **criminal** machinery of s.63 in motion, while a Customs notice under s.53 stops imported copies. The remedies are cumulative, not alternative.

Leading cases

- **Microsoft Corporation v Yogesh Papat** (2005) — **damages and injunction** awarded for software piracy.
- **Super Cassettes Industries v Myspace Inc.** (2011) — **injunctive relief** against an online intermediary hosting infringing content.

E. The interlocutory injunction and the innocent infringer

Two refinements decide how the remedies work in practice. First, the **interlocutory (temporary) injunction** is the owner's most valuable weapon, because it can stop the infringement *before* trial — and in a strong case the court may order the seizure of infringing stock at short notice, so the pirate cannot hide or dissipate it. Speed matters more than the eventual award, because pirated copies lose their value the moment the market is flooded. Second, the **innocent infringer** proviso to s.55 softens the money remedy but not the stop-order: a defendant who genuinely did not know, and had no reasonable ground to believe, that copyright subsisted **escapes damages**, but an **injunction and an account of profits still lie** against him — the owner can always stop the wrong and strip the profit, even from an innocent party. Because the three tiers are **cumulative**, the owner may combine a civil injunction, a criminal complaint under s.63 and a Customs notice under s.53 in the same campaign, attacking the piracy from every side at once.

Conclusion

Against infringement the owner therefore has **three doors open at once**: the **civil** remedies of s.55 (injunction, damages or account of profits, and delivery-up); the **criminal** sanctions of s.63 (imprisonment and fine); and the **administrative** remedy of s.53 (a Customs ban on infringing imports). The injunction does the immediate work of stopping the wrong, damages or an account put money back in the owner's pocket, and criminal prosecution deters the professional pirate.

C. Problems — Model Answers (IRAC)

P1.1 — [Prob] 'M' conducts a research study on the health conditions of rural children. During a legislative debate on a programme for improving rural children's health, the study is reproduced. Is this an infringement of M's copyright?

Asked: Dec 2019 (100), Oct 2022 (80) · Pattern: both · ★★ · Notes: Unit 1 → Topic 12 (Fair Use & Acts Not Amounting to Infringement)

ANSWER OUTLINE

1. *Issue* — is reproduction of a work for legislative use infringement?
2. *Rule* — s.52 permits reproduction for the use of the Legislature.
3. *Apply* — the reproduction was in a legislative proceeding.
4. *Verdict* — no infringement.

Issue.

Whether reproducing M's research study in the course of a legislative debate amounts to infringement of M's copyright.

Rule.

1. Doing any act in the owner's s.14 bundle without licence is infringement (s.51), **but** s. 52 lists acts that are declared **not** to be infringement.
2. **Section 52** expressly permits the **reproduction of a work for the use of the Legislature** (and for judicial proceedings and reports of them). A use falling within s.52 is lawful even though it uses a copyrighted work.

Application.

1. The study was reproduced not for commercial exploitation but in the course of a **legislative debate** on a public-health programme — precisely the legislative-use purpose that s.52 protects.
2. The tempting decoy is that any reproduction of M's protected work looks like infringement; but s.52 removes legislative reproduction from the scope of infringement altogether, so the ordinary s.51 rule does not bite.

Conclusion.

The reproduction is **not an infringement**. It falls within the s.52 exception for reproduction for the use of the Legislature, and M has no cause of action.

P1.2 — [Prob] A public library, finding a book too costly, gets six copies of it xeroxed for its readers. Is this an infringement of copyright?

Asked: Jun 2014 (100), Dec 2014 (100), Jun 2016 (100), Dec 2016 (100), Dec 2018 (100), Jan 2025 (80), Jul 2025 (80), Jan 2026 (100) · Pattern: both · ★★ ★ · Notes: Unit 1 → Topic 12 (Fair Use & Acts Not Amounting to Infringement)

ANSWER OUTLINE

1. Issue — does making multiple photocopies fall within fair dealing?
2. Rule — s.52(1)(a) fair dealing; library copying only of an unavailable book.
3. Apply — six full copies is substitutional, not fair.
4. Verdict — infringement.

Issue.

Whether a public library making six xeroxed copies of a costly book, to save readers the cost of buying it, is protected by the fair-dealing exceptions or is an infringement.

Rule.

1. **Section 52(1)(a)** protects only **fair dealing** — a fair, limited use for private study or research — and fairness turns on the purpose, the amount taken and the effect on the market.
2. The library exception in s.52 allows a public library to make a copy of a book **only where no copy is available for sale in India**. Making multiple full copies to substitute for purchase is **not** fair dealing.

Application.

1. Making **six complete copies** is systematic, substitutional copying that directly replaces six purchases — it defeats the market for the book and goes far beyond a fair, private extract.
2. The planted decoy is the book's **high price** and the fact that a **library** is doing the copying; but *price is not a s.52 ground*, and the book is not shown to be unavailable for sale in India, so neither the fair-dealing nor the library exception applies.

Conclusion.

The library's act **is an infringement**. Had it made a single copy of a book genuinely unavailable for sale in India for bona fide research, s.52 might have saved it; six substitutional copies do not.

P1.3 — [Prob] 'A' writes a single word and claims copyright in it, pleading that the word is written in an artistic manner unique to himself. Can he claim copyright?

Asked: Mar 2024 (80), Aug 2024 (80), Jan 2025 (100), Jul 2025 (100) ·

Pattern: both · ★★ · Notes: Unit 1 → Topic 2 (Subject Matter & Idea-Expression Dichotomy)

ANSWER OUTLINE

1. Issue — *is there copyright in a single word?*
2. Rule — *copyright needs an original work; a single word is too trivial (Krishika Lulla).*
3. Apply — *separate the word from any artistic rendering.*
4. Verdict — *no copyright in the word.*

Issue.

Whether a single word can attract copyright merely because it is written in a distinctive artistic style.

Rule.

1. Copyright subsists only in an **original literary or artistic work** (s.13) that shows the author's own **skill and judgment** (*Eastern Book Company v D.B. Modak*, 2008).
2. A **single word or a title** is too trivial to be a "work" and carries no copyright — ***Krishika Lulla v Shyam Vithalrao Devkatta*** (2016).

Application.

1. A single word conveys no original literary expression; it is part of the common stock of language and cannot be monopolised, or no one else could ever use the word.
2. The decoy is the plea that the word is drawn "in an artistic manner". This requires separating two things: the **word itself** (not protected) from any **artistic rendering** of it. If A has genuinely produced a distinctive drawing or calligraphic design, that *drawing* may be an artistic work — but the word as such remains free.

Conclusion.

A **cannot claim copyright** in the single word. At most he may claim copyright in a particular artistic drawing of it, but anyone remains free to use the word.

P1.4 — [Prob] A paper-setter picks an extract from a popular novel and frames examination questions on it. The novelist threatens to sue. Is the paper-setter liable for infringement?

Asked: Jun 2016 (100), Dec 2016 (100), Oct 2021 (100), Mar 2023 (100), Oct 2023 (100) · Pattern: 100-only · ★★ · Notes: Unit 1 → Topic 12 (Fair Use & Acts Not Amounting to Infringement)

ANSWER OUTLINE

1. *Issue* — *is reproducing an extract to set exam questions infringement?*
2. *Rule* — *s.52(1)(i): reproduction as part of exam questions is not infringement.*
3. *Apply* — *the extract was used to set questions, not to republish the novel.*
4. *Verdict* — *no infringement.*

Issue.

Whether a paper-setter who reproduces an extract from a copyrighted novel to frame examination questions infringes the novelist's copyright.

Rule.

1. Reproduction of a work without licence is normally infringement (s.51), but s.52 lists exceptions.
2. **Section 52(1)(i)** provides that reproduction of a literary work **as part of the questions to be answered in an examination**, or in answers to such questions, is **not** an infringement.

Application.

1. The paper-setter reproduced the extract solely to **set examination questions** on it — squarely within the words of s.52(1)(i).
2. The decoy is that the novel is a protected literary work, so any reproduction seems actionable. But this is not a commercial republication of the novel; it is exam use, which the sub-clause expressly removes from infringement. The novelist's threat therefore has no legal basis.
3. The protection is not open-ended, but it comfortably covers this use: s.52(1)(i) shields reproduction both **as part of the questions** and in the **answers** to them, and the paper-setter neither sold the novel nor republished any substantial part of it for the public. Had he instead printed and marketed copies of the novel's chapters commercially, the exception would not apply and infringement would follow.

Conclusion.

The paper-setter is **not liable**; the reproduction is protected by **s.52(1)(i)**, and the novelist's suit would fail.

P1.5 — [Prob] ‘A’, pleading research or personal use, borrows and reproduces a substantial part of another’s work — a two-and-a-half-minute clip from a three-hour film, or fifty pages from a book. Does his act amount to infringement?

Asked: 2014(100), Nov 2020 (100), 2023(100) · Pattern: 100-only · ★★ · Notes: Unit 1 → Topic 11 (Infringement of Copyright)

■ ANSWER OUTLINE

1. Issue — is reproducing a substantial part infringement despite a research plea?
2. Rule — s.51 + substantial-part test (quality); s.52 fairness limits.
3. Apply — the part taken is substantial; research does not license wholesale copying.
4. Verdict — infringement.

Issue.

Whether reproducing a substantial part of a protected work is infringement where the taker pleads research or personal use.

Rule.

1. Under **s.51**, doing any act in the s.14 bundle without licence is infringement, and taking a **substantial part** — judged by **quality, not merely quantity** (*R.G. Anand v Delux Films*, 1978) — is enough.
2. The **s.52(1)(a)** research/private-use exception protects only **fair, limited** dealing; it does **not** license the reproduction of a substantial or vital part, or copying that substitutes for the original.

Application.

1. A short clip that is a **vital** portion of a film, or fifty pages lifted from a book, is a **substantial part** in quality even if small in quantity; the reproduction therefore falls within s.51.
2. The planted decoy is the label “research” or “personal use”. Fairness is judged by the amount taken and the market effect, and copying a substantial, qualitatively important part is not fair dealing however it is labelled — the research plea does not convert a substantial taking into fair use.

Conclusion.

A’s act **amounts to infringement**. Reproducing a substantial part is caught by s.51, and the research or personal-use plea does not bring it within the fair-dealing exception.

P1.6 — [Prob] A teacher uses a copyrighted musical work to teach music in a college, without the copyright owner's permission. Has he infringed the copyright?

Asked: Jun 2016 (100), Dec 2016 (100), Sep 2021 (80) · Pattern: both · ★★ ·
Notes: Unit 1 → Topic 12 (Fair Use & Acts Not Amounting to Infringement)

▢ **ANSWER OUTLINE**

1. Issue — *is a teacher's classroom use of a musical work infringement?*
2. Rule — *s.52(1)(i): use by a teacher in the course of instruction is not infringement.*
3. Apply — *the use was for teaching, not commercial exploitation.*
4. Verdict — *no infringement.*

Issue.

Whether a teacher who uses a copyrighted musical work in the course of teaching music in a college infringes the owner's copyright.

Rule.

1. Using a work without licence is normally infringement (s.51).
2. **Section 52(1)(i)** permits the use of a work **by a teacher or a pupil in the course of instruction** — this is not an infringement.

Application.

1. The teacher used the musical work **in the course of instruction** — teaching music to students in a college — which is exactly the purpose s.52(1)(i) protects.
2. The decoy is that no permission was taken from the owner; but for a use in the course of instruction the section requires **no** permission, so the absence of a licence is irrelevant. There is no commercial exploitation or public exploitation beyond the teaching context.
3. The result would change only if the teacher stepped outside instruction — for example, by making and selling recordings of the work, or performing it commercially to a paying public audience. Within the classroom, teaching music with the work is exactly the instructional use s.52(1)(i) exists to permit, so no licence and no royalty are due.

Conclusion.

The teacher has **not infringed** the copyright; his classroom use is protected by **s.52(1)(i)** as use in the course of instruction.

P1.7 — [Prob] A biology teacher in a college collects articles written by researchers on cloning and circulates them among his students. Is he guilty of infringement?

Asked: Jun 2014 (100), Dec 2014 (100) · Pattern: 100-only · ★ · Notes: Unit 1 → Topic 12 (Fair Use & Acts Not Amounting to Infringement)

ANSWER OUTLINE

1. Issue — *is circulating researchers' articles to students infringement?*
2. Rule — *s.52(1)(i) instruction and s.52(1)(a) research fair dealing.*
3. Apply — *a genuine teaching purpose, kept limited, is protected.*
4. Verdict — *not infringement, if kept within instruction.*

Issue.

Whether a teacher who collects and circulates copyrighted research articles among his students in the course of teaching commits infringement.

Rule.

1. **Section 52(1)(i)** permits reproduction of a work **by a teacher in the course of instruction**, and **s.52(1)(a)** protects fair dealing for **research and private study**.
2. The exceptions protect a **fair and limited** teaching use; they do not license large-scale, substitutional or commercial copying.

Application.

1. The teacher's purpose is educational — supplying students with current research articles on cloning **in the course of instruction** — which falls within s.52(1)(i) and the research limb of s.52(1)(a).
2. The point to watch is fairness: circulation confined to his own class as a teaching aid is protected, but if it amounted to mass reproduction substituting for purchase it would step outside fair dealing. On the facts the purpose is genuine classroom instruction, so it is protected — consistent with the course-pack reasoning in *University of Oxford v Rameshwari Photocopy Service* (2016).

Conclusion.

The teacher is **not guilty of infringement**, provided the circulation is confined to his students as part of instruction; the use is protected by **s.52(1)(i)** read with s.52(1)(a).

P1.8 — [Prob] 'A' writes a book. Can he be compelled to obtain copyright (registration) over it?

Asked: 2022(100) · Pattern: 100-only · ★ · Notes: Unit 1 → Topic 1 (Introduction, History, Nature & Salient Features)

ANSWER OUTLINE

1. Issue — must an author register to obtain copyright?
2. Rule — copyright is automatic on creation; registration optional (ss.44–45).
3. Apply — A's copyright arose the moment he wrote the book.
4. Verdict — he cannot be compelled to register.

Issue.

Whether an author can be compelled to obtain copyright registration over a book he has written.

Rule.

1. Copyright is **automatic on creation** — it arises the moment an original work is fixed in a material form (s.13 read with s.16).
2. **Registration under ss.44–45 is optional** and only **evidentiary**; it is never a condition of the right.

Application.

1. A's copyright in the book was **born the instant he wrote it**; no formality was required to bring it into existence.
2. The decoy is the assumption that “obtaining copyright” means registering — but the two are different. Non-registration does not weaken A's right; it only makes ownership marginally harder to prove in court. No one has the power to compel him to register.
3. Registration under ss.44–45 does have a use — a certified entry in the Register of Copyrights is **prima facie evidence** of ownership, which can help A in a later dispute. But that is a benefit A may choose to take, not a duty imposed on him; the existence and validity of his copyright do not depend on it, and neither a private party nor any authority can force him to register a work the law already protects.

Conclusion.

A **cannot be compelled** to obtain registration. He already owns the copyright automatically; registration remains his own optional choice.

P1.9 — [Prob] Several photographers photograph the same public monument or statue from different angles. Can each of them claim a separate copyright in his own photograph?

Asked: Jun 2015 (100), 2017(100), 2019(100), 2024(100) · Pattern: 100-only · ★★
· Notes: Unit 1 → Topic 3 (Literary, Dramatic, Musical & Artistic Works)

ANSWER OUTLINE

1. Issue — does each photographer of a common subject own a copyright?
2. Rule — a photograph is an artistic work (s.2(c)); original if it shows skill and judgment.
3. Apply — the monument is unprotected; each photo is independent.
4. Verdict — each owns a distinct copyright.

Issue.

Whether each of several photographers who independently photograph the same public monument owns a separate copyright in his own photograph.

Rule.

1. A **photograph is an artistic work** (s.2(c)) and is **original** if it reflects the photographer's own **skill and judgment** — his choice of angle, light, framing and moment (s.13; *Eastern Book Company v D.B. Modak*, 2008).
2. There is no copyright in the underlying **idea or common subject**; the monument itself is not a protected work (*R.G. Anand v Delux Films*, 1978).

Application.

1. The monument is a common subject that no one owns. Each photographer **independently exercised his own skill and judgment** in choosing his angle and composition, so each photograph is a **separate original artistic work**.
2. The decoy is that the photographs share the same subject and look alike; but none copied another — each copied only the (unprotected) monument, so there is no infringement between them. (Were the subject itself a *protected* artistic work, such as a living artist's painting, reproducing it would be a different matter and could infringe that work.)

Conclusion.

Each photographer owns a distinct copyright in his own photograph, and none infringes the others.

P1.10 — [Prob] ‘A’, the author and producer of a play, narrates the idea of filming it to ‘B’. ‘B’ then makes a film based on that broad theme. Can A claim that B infringed his copyright?

Asked: Jun 2014 (100) · Pattern: 100-only · ★ · Notes: Unit 1 → Topic 2 (Subject Matter & Idea-Expression Dichotomy)

▢ **ANSWER OUTLINE**

1. Issue — is using a narrated idea/theme for a film infringement?
2. Rule — no copyright in an idea/theme; only in expression (R.G. Anand).
3. Apply — B took only the theme, not A's expression.
4. Verdict — no infringement (unless expression copied).

Issue.

Whether B infringes A's copyright by making a film based on the broad idea or theme of A's play, which A had narrated to him.

Rule.

1. Copyright protects the **expression**, never the **idea, theme or plot** — the idea-expression dichotomy (*R.G. Anand v Delux Films*, 1978).
2. Infringement requires copying of a substantial part of the **expression**, such that a viewer gets the **unmistakable impression** that the later work is a copy of the earlier.

Application.

1. What A narrated to B was the **idea** of filming the play — a theme, which is free to all. B built his own film on that theme.
2. The decoy is that A shared his work with B and B then profited from a similar subject; but unless B copied the **particular expression** of A's play — its dialogue, scenes and arrangement — so that the film is an unmistakable copy, taking the theme alone is not infringement. On the facts B used only the theme.

Conclusion.

A **cannot succeed**. B took only the unprotected **idea/theme**; there is no infringement unless A proves that B copied the substantial **expression** of his play.

P1.11 — [Prob] A private company publishing a daily newspaper engages 'B' to write an article every week for ₹1,000 per article. Who is the first owner of the copyright in the articles?

Asked: Mar 2023 (100) · Pattern: 100-only · ★ · Notes: Unit 1 → Topic 7 (Author, Ownership & Moral Rights)

▢ **ANSWER OUTLINE**

1. Issue — who is first owner of a newspaper article?
2. Rule — s.17 proviso (a): proprietor first owner for publication.
3. Apply — turns on contract of service vs contract for service.
4. Verdict — proprietor for publication; author keeps the rest.

Issue.

Whether the newspaper proprietor or the writer B is the first owner of the copyright in weekly articles written for the newspaper.

Rule.

1. The general rule is that the **author is the first owner** (s.17).
2. **Proviso (a) to s.17** provides that where a work is made by an author for the proprietor of a newspaper or magazine **under a contract of service** and for the purpose of publication, the **proprietor is first owner for the purpose of publication**; the author retains the other rights.

Application.

1. The answer turns on B's capacity. If B writes **under a contract of service** (as an employee), proviso (a) applies and the **newspaper is first owner for publication in the paper**, while B keeps residual rights — for example, to publish the collected articles as a book.
2. The decoy is the modest per-article payment, which suggests a freelance arrangement. If B is in truth an **independent contributor** (a contract *for* service), proviso (a) does not apply and **B remains the first owner**. On the given facts of a regular weekly engagement by the company, a contract of service is indicated.

Conclusion.

The **proprietor is first owner for the purpose of publication** in the newspaper (proviso (a)), with B retaining his residual rights; had B been a mere independent contributor, B would have owned the copyright.

P1.12 — [Prob] A producer of a film asks a composer, a singer and a writer to prepare and record six songs for his film. Who owns the copyright in the songs?

Asked: Mar 2023 (100) · Pattern: 100-only · ★ · Notes: Unit 1 → Topic 7 (Author, Ownership & Moral Rights)

ANSWER OUTLINE

1. Issue — who owns songs commissioned for a film?
2. Rule — s.17 proviso; producer as first owner of film works; 2012 royalty.
3. Apply — commissioned for the film for consideration.
4. Verdict — producer is first owner; authors keep royalty share.

Issue.

Whether the producer or the composer, singer and writer own the copyright in songs specially prepared and recorded for the producer's film.

Rule.

1. Under **s.17** the author is first owner, but where a work is made for **valuable consideration at the instance of another** (proviso (b)) or under a **contract of service** (proviso (c)), the person who commissioned it or the employer is the first owner; the **producer** is the author and first owner of the film and its sound recording (s.2(d), s.2(f), s.2(xx)).
2. Under the **2012 amendment**, the underlying authors (composer and lyricist) retain a **non-assignable right to an equal share of royalties** when their works are used in a film or sound recording.

Application.

1. The producer **commissioned** the six songs for his film, for consideration and at his instance; by the s.17 provisos and his position as producer, he is the **first owner** of the songs as incorporated in the film and its recording, as recognised in *IPRS v Eastern India Motion Pictures Association* (1977).
2. The decoy is that the composer, singer and writer are the creators; they are the **authors** of the underlying works and retain their moral rights and the 2012 **royalty** share, but not first ownership of the film works.

Conclusion.

The **producer is the first owner** of the copyright in the songs as used in the film, while the composer and lyricist retain their moral rights and their statutory **equal share of royalties**.

P1.13 — [Prob] ‘Z’ has developed a new computer software programme and wants to protect it. He asks whether he should apply for a patent. Advise him.

Asked: Jun 2017 (100), Nov 2022 (100) · Pattern: 100-only · ★★ · Notes: Unit 1 → Topic 4 (Cinematograph Films, Sound Recordings & Computer Software)

▢ **ANSWER OUTLINE**

1. Issue — is software protected by copyright or patent?
2. Rule — computer programme is a literary work (s.2(o)/(ffc)); copyright automatic.
3. Apply — the code is copyright, not patentable per se.
4. Verdict — advise copyright, not a patent.

Issue.

Whether Z should protect his new software by patent, or whether it is protected by copyright.

Rule.

1. A **computer programme is a literary work** — s.2(o) expressly includes computer programmes, defined in s.2(ffc) — so software is protected **as a literary work** by copyright.
2. Copyright subsists **automatically** on creation of the code (s.13); registration under s. 45 is optional and only evidentiary. Software as such is **not patentable** in India.

Application.

1. Z already owns copyright in his code **from the moment he wrote it**; his expression in the code is a literary work, and *Microsoft Corporation v Yogesh Papat* (2005) confirms that software is protected by ordinary copyright.
2. The decoy is the instinct to seek a **patent** for a “new” technical creation. But the **code itself** is copyright, not patent subject-matter; only a genuinely new, non-obvious technical *invention* implemented through software could be separately patentable — not the code as such.

Conclusion.

Advise Z that his remedy is **copyright** — automatic on creation, optionally registered for evidence — **not a patent** over the code. He should not waste effort seeking to patent the programme itself.

P1.14 — [Prob] X and Y jointly own the copyright in a literary work. Y assigns the whole copyright to Z without X's consent. X challenges the assignment. Will he succeed?

Asked: Jun 2018 (100) · Pattern: 100-only · ★ · Notes: Unit 1 → Topic 9
(Assignment, Transmission & Licensing)

▢ **ANSWER OUTLINE**

1. Issue — can one co-owner assign the whole copyright alone?
2. Rule — joint owners hold in common; s.19 assignment cannot defeat a co-owner.
3. Apply — Y could assign only his own share.
4. Verdict — X succeeds; assignment ineffective as to his share.

Issue.

Whether one co-owner (Y) can validly assign the **entire** copyright to Z without the consent of the other co-owner (X).

Rule.

1. Joint owners hold the copyright **in common**; one co-owner cannot deal with the **whole** copyright without the other's consent.
2. An **assignment** must satisfy **s.19** (writing, signed, with particulars) and cannot defeat the other co-owner's undivided share.

Application.

1. Y owned only an **undivided share** of the copyright; he could lawfully assign only **his own share**, not X's.
2. The decoy is that Y executed a formally valid assignment to Z, which looks complete. But a valid assignment can transfer only what the assignor owns; purporting to assign the **entire** copyright, including X's share, without X's consent is **not binding on X**.
3. The consequence is practical: Z cannot exploit the whole copyright as if he were sole owner, and any dealing must respect X's undivided share. X's remedy is to have the purported assignment of his share declared ineffective, while Y remains answerable to X for having purported to deal with property that was not wholly his to give.

Conclusion.

X will succeed. The assignment is ineffective as to his share; Z takes at most Y's undivided share, subject to X's continuing rights as co-owner.

P1.15 — [Prob] A drama is staged in an auditorium; selected persons, including producers, attend on open tickets and record the performance intending to imitate it. Is the copyright infringed?

Asked: Nov 2022 (100) · Pattern: 100-only · ★ · Notes: Unit 1 → Topic 8 (Rights Conferred by Copyright — the Bundle of Rights)

■ **ANSWER OUTLINE**

1. Issue — is recording a public performance to imitate it infringement?
2. Rule — owner's exclusive rights to perform in public and to film/reproduce (s. 14(a)).
3. Apply — recording and imitating is unauthorised reproduction/adaptation.
4. Verdict — infringement; injunction and damages.

Issue.

Whether recording a staged drama and using it to imitate the work infringes the copyright owner's rights.

Rule.

1. Copyright subsists in the fixed **dramatic work**, and the owner has the exclusive right to **perform it in public**, to **communicate** it to the public, and to **make a film or reproduction** of it (s.14(a)).
2. Doing any of these acts without licence is infringement (s.51).

Application.

1. The staging is a **public performance** controlled by the owner; the invited audience recording it, meaning to imitate the drama, is an **unauthorised reproduction/adaptation** of the dramatic work.
2. The decoy is that the audience was "invited" on open tickets, suggesting consent to be present. But permission to *watch* is not permission to *record and imitate*; the owner never licensed reproduction or the making of a derivative work.
3. The recording made to imitate the drama is both an unauthorised **reproduction** and, if a film or adapted version is produced from it, an unauthorised **adaptation** — each an exclusive right of the owner under s.14(a). The producers who attended cannot rely on their tickets as consent to these acts, since a ticket licenses viewing only.

Conclusion.

The copyright **is infringed**. The owner's performance and reproduction rights under s. 14(a) have been violated, and he may seek an **injunction and damages** under s.55.

P1.16 — [Prob] A company obtains copyright over a pictorial representation of a deity in human form. A rival challenges it before the court on the ground that the representation lacks originality. Decide.

Asked: Mar 2021 (100), Oct 2021 (100) · Pattern: 100-only · ★ · Notes: Unit 1 → Topic 2 (Subject Matter & Idea-Expression Dichotomy)

■ **ANSWER OUTLINE**

1. Issue — can copyright be challenged for lack of originality?
2. Rule — an artistic work must be original (skill and judgment) (Modak).
3. Apply — a common subject rendered with skill can be original.
4. Verdict — copyright valid if skill and judgment shown; else challenge succeeds.

Issue.

Whether copyright in a pictorial representation of a deity is valid, or can be defeated for **lack of originality**.

Rule.

1. Copyright in an **artistic work** (s.2(c)) subsists only if the work is **original** — the product of the author's own **skill and judgment**, not copied and not trivial (*Eastern Book Company v D.B. Modak*, 2008).
2. There is no copyright in the underlying **subject/idea** (a deity is a common subject), only in its particular **expression**.

Application.

1. The deity itself, as a subject, is common property that no one owns; but a **particular pictorial rendering** — the artist's own composition, posture, lines and colours — can be an original artistic work if it reflects genuine skill and judgment.
2. The decoy is that the deity is a familiar religious figure depicted by many. That defeats any claim to the *subject*, but not to an **original depiction**. So the challenge succeeds only if the representation is shown to be **copied or trivial**; if it shows the artist's own skill and judgment, the copyright stands.

Conclusion.

The copyright is **valid if** the representation shows the author's own **skill and judgment**; the originality challenge succeeds only if the work is proved to be copied or a trivial, commonplace depiction.

P1.17 — [Prob] A musician's original songs (or a novelist's book, or a producer's films) are copied and communicated to the public online or over cable television without consent. Is this infringement, and what remedies are available?

Asked: Sep 2021 (100), Oct 2021 (100), Aug 2024 (100), Jan 2025 (100), Jul 2025 (100) · Pattern: 100-only · ★★ · Notes: Unit 1 → Topic 11 (Infringement of Copyright)

■ **ANSWER OUTLINE**

1. *Issue* — is unauthorised online/broadcast reproduction infringement?
2. *Rule* — communication to the public is the owner's exclusive right (s.14); s.51.
3. *Apply* — copying and communicating without licence infringes.
4. *Verdict* — infringement; s.55 and s.63 remedies.

Issue.

Whether reproducing and communicating a copyrighted work to the public online or over cable, without the owner's consent, is infringement, and what remedies lie.

Rule.

1. **Communicating a work to the public** — including online hosting and cable transmission — is the owner's **exclusive right** (s.14), and doing it without licence is infringement (s.51). The point was applied to online hosting in *Super Cassettes Industries v Myspace Inc.* (2011).
2. Remedies lie under **s.55** (civil) and **s.63** (criminal).

Application.

1. The infringer **copied and communicated** the owner's work — songs, a book or a film — to the public without any licence; cable transmission and online distribution are both communication to the public within s.14.
2. The decoy is the novelty of the medium (the internet or cable), which might suggest the old rights do not reach it. But the communication-to-the-public right is technology-neutral and covers new media, so the medium is no defence.

Conclusion.

The act **is an infringement**. The owner may obtain an **injunction** (including takedown), **damages or an account of profits** under s.55, and, if the infringement is knowing, may set the **criminal** process of s.63 in motion.

P1.18 — [Prob] ‘X’ writes a work of fiction. ‘Y’ reads it and writes a book of ten chapters that marginally paraphrase X’s chapters. Is this an infringement?

Asked: Nov 2020 (100), Sep 2021 (100), Oct 2021 (100), Jan 2025 (100), Jul 2025 (100) · Pattern: 100-only · ★★ · Notes: Unit 1 → Topic 11 (Infringement of Copyright)

ANSWER OUTLINE

1. Issue — is a marginal paraphrase of substantial content infringement?
2. Rule — substantial-part + colourable-imitation tests (*R.G. Anand*).
3. Apply — ten chapters lightly re-worded is substantial and a colourable copy.
4. Verdict — infringement.

Issue.

Whether Y’s book, which marginally paraphrases ten chapters of X’s novel, infringes X’s copyright.

Rule.

1. Under **s.51**, taking a **substantial part** of a work — judged by **quality** — without licence is infringement.
2. Cosmetic changes such as **paraphrasing** do not escape liability; a lightly disguised copy is a **colourable imitation** (*R.G. Anand v Delux Films*, 1978).

Application.

1. **Ten whole chapters**, changed only marginally, is a substantial part taken in both quality and quantity; an ordinary reader would get the unmistakable impression that Y’s book is a copy of X’s.
2. The decoy is the word “paraphrased”, which tempts one to treat Y’s book as independent writing. But paraphrasing another’s expression is exactly what **colourable imitation** means; re-wording the substance is not creating an original work.
3. Applying the *R.G. Anand* test, an ordinary reader comparing the two books would get the **unmistakable impression** that Y’s is a copy of X’s, since ten chapters correspond with only marginal changes. That impression, not a word-count, is what proves the taking of a substantial part.

Conclusion.

Y’s book **infringes** X’s copyright. It takes a substantial part and is a colourable imitation, so X may seek an injunction, damages and delivery-up under s.55.