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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 1141/2024 & I.A. 48675/2024, I.A. 48676/2024, I.A.
48677/2024, I.A. 48678/2024, I.A. 48679/2024, I.A. 48680/2024, I.A.
48681/2024, I.A. 49248/2024

ENTERTAINMENT NETWORK INDIA LIMITEDPlaintiff

Through: Mr. Abhishek Malhotra, Sr. Advocate
with Mr. Kartikay Dutta, Ms.
Anukriti Trivedi and Ms.Raghavi
Shukla, Advocates



versus

MISSMALINI ENTERTAINMENT PVT LTD AND OTHERS

.....Defendants

Through: Mr. Vedansh Anand, GP with Mr.
Sachin Saraswat, Adv. for UOI.



Mr. Aditya Gupta and Ms. Asavari
Jain, Advocates for D-3.

Mr. Nidhi Raman CGSC with Mr.
Akash Mishra, Advocate for D-4 and
5.



CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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20.12.2024

I.A. 48676/2024 (Exemption from filing original and clear copies of documents)



1. The present is an application under Section 151 of the Code of Civil Procedure, 1908 (“CPC”), on behalf of the plaintiff, seeking exemption from filing original/certified/legible/typed copies of dim annexures.
2. Exemption is granted, subject to all just exceptions.
3. Plaintiff shall file legible, clear, and translated copies of the documents, on which the plaintiffs may seek to place reliance, before the next date of hearing.
4. Accordingly, the present application is disposed of.

I.A. 48677/2024 (Exemption from instituting Pre-Institution Mediation)

5. The present is an application under Section 12A of the Commercial Courts Act, 2015, read with Section 151 of CPC, seeking exemption from undergoing Pre-Institution Mediation.
6. Having regard to the facts of the present case and in the light of the judgment of Supreme Court in the case of *Yamini Manohar Versus T.K.D. Keerthi, 2023 SCC OnLine SC 1382*, and Division Bench of this Court in *Chandra Kishore Chaurasia Versus RA Perfumery Works Private Ltd., 2022 SCC OnLine Del 3529*, exemption from attempting Pre-Institution Mediation, is granted.
7. Accordingly, the application stands disposed of.

I.A. 48678/2024 (Application seeking leave to file additional documents)

8. This is an application under Order XI Rule 1(4) read with Section 151 CPC, as amended by the Commercial Courts Act, 2015, seeking leave to file additional documents.
9. The plaintiff, if it wishes to file additional documents at a later stage, shall do so strictly as per the provisions of Commercial Courts Act, 2015 and the Delhi High Court (Original Side) Rules, 2018.



10. The application is disposed of, with the aforesaid directions.

I.A. 48679/2024 (seeking leave to file documents in Compact Disc(s)/ Pen Drive)

11. The present application has been filed on behalf of the plaintiff under Section 151 of CPC seeking leave to file documents in a CD/USB Flash Drive.

12. In terms of Rule 24 of Chapter-XI of the Delhi High Court (Original Side) Rules, 2018, it is made clear that electronic records can be received in CD/DVD/Medium, encrypted with a hash value. The said Rule is extracted as below:

“24. Reception of electronic evidence - A party seeking to tender any electronic record shall do so in a CD/ DVD/ Medium, encrypted with a hash value, the details of which shall be disclosed in a separate memorandum, signed by the party in the form of an affidavit. This will be tendered along with the encrypted CD/ DVD/ Medium in the Registry. The electronic record in the encrypted CD/ DVD/ Medium will be uploaded on the server of the Court by the Computer Section and kept in an electronic folder which shall be labeled with the cause title, case number and the date of document uploaded on the server. Thereafter, the encrypted CD/ DVD/ Medium will be returned to the party on the condition that it shall be produced at the time of admission/denial of the documents and as and when directed by the Court/ Registrar. The memorandum disclosing the hash value shall be separately kept by the Registry on the file. The compliance with this rule will not be construed as dispensing with the compliance with any other law for the time being in force including Section 65B of the Indian Evidence Act, 1872.”

13. Accordingly, Registry may receive electronic record in a Compact Disk (“CD”)/ DVD/ Medium, so long as it is encrypted with a hash value or in any other non-editable format. The CD/ DVD/ Medium containing the documents, be placed in the electronic record of the present suit.

14. Accordingly, the present application is allowed and the plaintiff is allowed to place the documents in a CD/ DVD/ Medium.



15. With the aforesaid directions, the present application is disposed of.

I.A. 48680/2024 (Exemption from prior service)

16. The present application has been filed on behalf of the plaintiff under Section 80 (2) read with Section 151 CPC, seeking exemption from prior service upon Ministry of Electronics and Information Technology and Department of Telecommunications, i.e., defendant nos. 4 and 5.

17. In view of the averments made in the present application, the exemption as sought is granted.

18. Accordingly, the present application is disposed of.

I.A. 48681/2024 (for extension of time for filing requisite Court Fees)

19. The present application has been filed on behalf of the plaintiff under Section 149 read with Section 151 CPC, seeking extension of time for filing requisite court fees.

20. Learned counsel appearing for the plaintiff submits that the Court Fees has already been filed.

21. Noting the aforesaid, the present application is disposed of.

I.A. 49248/2024 (for Amendment of Plaintiff)

22. The present application has been filed on behalf of the plaintiff under Order VI Rule 17 read with Section 151 CPC seeking amendment of the plaintiff.

23. Considering the fact that the present is a fresh matter and summons are yet to be issued, the present application is allowed and the amended suit is directed to be taken on record.

24. With the aforesaid directions, the present application is disposed of.

CS(COMM) 1141/2024

25. Let the plaint be registered as suit.



26. Issue summons. Summons is accepted by learned counsel appearing for defendant nos. 3, 4 and 5. The said defendants shall file their written statements within thirty days from today.

27. Upon filing of the process fee, issue summons to the other defendants by all permissible modes. Summons shall state that the written statement be filed by the defendants within thirty days from the date of receipt of summons. Along with the written statement, the defendants shall also file affidavit of admission/denial of the plaintiff's documents, without which, the written statement shall not be taken on record.

28. Liberty is given to the plaintiff to file replication within thirty days from the date of receipt of the written statement. Further, along with the replication, if any, filed by the plaintiff, an affidavit of admission/denial of documents of the defendants, be filed by the plaintiff, without which, the replication shall not be taken on record. If any of the parties wish to seek inspection of the documents, the same shall be sought and given within the timelines.

29. List before the Joint Registrar (Judicial) for marking of exhibits, on 11th February, 2025.

30. List before the Court on 13th May, 2025.

I.A. 48675/2024 (Application under Order XXXIX Rules 1 and 2 read with Section 151 CPC)

31. The present suit has been filed seeking permanent, mandatory, dynamic injunction restraining infringement of plaintiff's copyright in cinematograph and dramatic works, including, but not limited to derivative works associated therewith and rendition of accounts.

32. The present suit is being filed seeking, *inter alia*, an order of



permanent injunction to restrain the defendants from infringing the plaintiff's intellectual property rights, including, the plaintiff's copyright in cinematograph and dramatic works, including, but not limited to the plaintiff's rights in the show 'What Women Want' (All Five Seasons) produced by the plaintiff (Show), as well as all future seasons and any derivative works associated therewith, for which the plaintiff shall retain sole and exclusive ownership unless such ownership rights are expressly conferred or assigned to another party by the plaintiff.

33. It is submitted that the plaintiff is one of India's largest and most reputed radio broadcasters. It is a subsidiary of Bennett, Coleman & Co. Ltd., a flagship company of one of the largest Indian media conglomerates, Times of India Group. Plaintiff owns and operates private FM radio stations in 63 cities in India and internationally. Plaintiff produces and broadcasts audio and audio-visual content under the popular brand names *inter alia* 'Mirchi®', 'Gaana®', 'Mirchi Plus®' and 'Radio Mirchi®', and is one of India's most popular and foremost radio and entertainment company with an unparalleled reputation and exceedingly high recognition. Plaintiff also owns a mobile-based App, 'Mirchi Plus®' and 'Gaana®', and produces various content for its digital platforms, including, but not limited to Mirchi Plus, Gaana, its YouTube Channels, its website, etc.

34. It is submitted that the plaintiff has exclusively conceptualized and produced the Show, having incurred substantial financial investments in its development and production.

35. It is submitted that as the first and exclusive owner of all intellectual property rights associated with the Show hosted by Mrs. Kareena Kapoor-Khan (Artist), plaintiff retains complete ownership and control over all



rights with respect to the Show. Initially conceptualized in December 2018, the Show debuted with Season 1 on Radio Mirchi and Ishq FM's YouTube page, airing from December 2018 to April 2019. Season 2 followed, running from December 2019 to March 2020 on Radio Mirchi and Ishq FM's YouTube channel, and both Seasons 1 and 2 were re-released as playlists on Filmy Mirchi (former name for Mirchi Plus) in September-October 2020. Season 3 aired from 26th November, 2020, to 11th February, 2021. Season 4 premiered on 8th March, 2023, and concluded in May 2023. The most recent, Season 5, was released from October 2024 to December 2024, further solidifying the Show's popularity due to its exceptional content quality, superior production values, and effective marketing efforts. As a result, plaintiff submits that it has successfully produced and distributed five seasons of the Show since its inception.

36. It is submitted that the Production Agreement executed between plaintiff and Seventeen Events Private Limited, dated 22nd August, 2024, for Season 5 and the Production Agreement executed between plaintiff and Dream Vaults Media Private Limited, dated 23rd February, 2023, stipulate that plaintiff shall be the sole and exclusive owner of all rights, titles and interests (including but not limited to copyrights, trademarks and derivative rights) holder for the Show.

37. It is submitted that as a further testament to the popularity and success of the plaintiff's show, it has been renewed for five consecutive seasons, each featuring participation from prominent celebrities, solidifying its reputation as a renowned name in the industry. The Show continues to enjoy a massive and ever-growing following, maintaining its relevance and appeal among viewers.



38. It is submitted that plaintiff previously published Sunday Suspense, which has been a unique and highly successful audio content initiative. To protect plaintiff's rights in Sunday Suspense, this Court, vide final order and decree dated 04th November, 2024 in *CS (Comm) 820 of 2022*, has awarded a permanent injunction in favour of the plaintiff against unknown defendants concerning the unauthorized broadcasting and transmission of audio content owned by the plaintiff. This order serves to protect the plaintiff's copyright and prevent future instances of infringement. Furthermore, this Court, vide order dated 22nd December, 2022, had issued an interim injunction directing intermediary platforms, including YouTube, to take down infringing URLs. He submits that this interim relief underscored the Court's recognition of the plaintiff's rights and the pressing need to prevent unauthorized dissemination of its copyrighted content. While passing the final order and decree dated 04th November, 2024, this Court also recognized the plaintiff's significant market presence and its pioneering contributions to the field of audio storytelling. The plaintiff had exclusively conceptualized and produced the show 'Sunday Suspense,' making substantial financial investments in its development and production to ensure its visibility and success.

39. It is submitted that since initially conceptualizing the Show in 2018, plaintiff has been actively engaged in its production, promotions, broadcasting, and transmission, which has garnered significant popularity owing to its exceptional content quality, high production values, and effective marketing strategies. Over time, plaintiff has successfully produced and distributed five seasons of the Show. The remarkable popularity of the Show, currently in its fifth season, has generated substantial revenue for



plaintiff through various streaming and transmission channels, amounting to a total of INR ₹ 58,92,717.10/-, across all five seasons.

40. It is submitted that as part of its comprehensive marketing and promotional strategies for the Show, plaintiff actively engages various companies and third parties to enhance the Show's visibility and outreach. This includes, but is not limited to, collaborating with entities to conduct interviews with the Artist. These engagements often involve coordinated efforts to ensure alignment with the plaintiffs branding and intellectual property requirements.

41. It is submitted that defendant no. 1, Miss Malini Entertainment Private Limited (MEPL), is engaged in the business of, *inter alia*, publishing and sharing online interactive information pertaining to entertainment, live events, interviews and social networking. It primarily operates an Instagram account under the handles 'missmalini', 'missmalinibollywood', 'Missmalinievents', 'Missmahnifashion' and 'Missmalinitrending' with a user following of more than two million (approximately) across both Instagram handles, as well as a YouTube channel 'MissMalini,' with a user subscription of approximately 6.8 Lakhs ("Platforms") through which it disseminates content relating to trends, developments, and news in the entertainment sector.

42. It is submitted that in September 2024, the Creative Entertainment Director of defendant no. 1, Mr. Shravan Shah, engaged in discussions with plaintiff and plaintiff's public relations agency, MSL Group, regarding the terms related to plaintiff's engagement of defendant no. 1 for the promotion of the Show. This engagement included the provision for defendant no. 1 to conduct an interview with the Artist as part of the Show ("Interview").



Under the mutual understanding between the parties, defendant no. 1 agreed to put up the Interview on its Platforms on an "as is" basis, inclusive of an ILU featuring plaintiffs Show name and its logo, which is to be regarded as essential and integral components of the ILU only after obtaining due authorization from the plaintiff.

43. It is submitted that furthermore, it was understood between the parties that prior to publishing the interview on its Platforms, defendant no. 1 would provide plaintiff with a copy of the proposed content for review and approval. Only upon receiving such approval would defendant no. 1 be authorized to post the interview on its Platforms. It was mutually understood between the parties that defendant no. 1's right to exploit the interview across its Platforms was contingent upon the integration of plaintiff's ILU. Furthermore, defendant no. 1 was never authorized to affix its own logo, 'MissMalini,' to the aforementioned interview.

44. It is submitted that in accordance with the aforementioned understanding, a representative of defendant no. 1 conducted the interview with the Artist on 26th August, 2024 at the sets of the Show. It was also expressly understood that the content recorded by defendant no. 1 on plaintiff's set featuring the Artist was intended solely for promotional purposes vis-à-vis the Show and shall not be utilized for any other commercial purposes and/or for promotion of defendant no. 1's channel.

45. It is submitted that however, plaintiff was taken aback upon discovering that, on 16th October, 2024, defendant no. 1 unilaterally posted a short-form video clip of the Interview on their Instagram account without any prior approval from plaintiff (available here:<https://www.instagram.com/reel/DBKlqhzSOAN/?igslr=cjJxZDRpMTI>



zMDBi). Defendant no. 1 evidently acted in disregard for the agreed upon permissions and blatant violation of the understanding governing the interview's usage. Specifically, defendant no. 1, on its own accord and without any authorization, added its own trademark and logo, 'missmalini' along with its ILU to the video, Furthermore, defendant no. 1's deliberate effort to obscure plaintiff's 'Mirchi' logo was also evident, as it had been edited out to the greatest extent possible in the video clip uploaded on the Instagram.

46. It is submitted that moreover, defendant no. 1 further willfully and intentionally omitted to credit 'Mirchi®' as the rightful owner of the show in the description accompanying the short-form video posted on its Instagram handles as well as YouTube in a deliberate effort to misrepresent the interview as their own exclusive content.

47. It is submitted that immediately thereafter, the plaintiff was compelled to issue a cease-and-desist notice to defendant no. 1, dated 16th October, 2024, wherein, defendant no. 1 was instructed to immediately cease-and-desist from using the interview on any platform featuring the 'MissMalini' logo in any form. Furthermore, defendant no. 1 was directed to halt all promotional and marketing activities related to the Show across all social media and multimedia platforms under their control.

48. It is submitted that despite receiving the cease-and-desist notice, defendant no. 1 uploaded a long-form video of the interview on YouTube on the same day, specifically 35 minutes after the issuance of the cease-and-desist notice, without obtaining prior approval from plaintiff and in violation of explicit instructions to refrain from posting the interview on any platform.

The video, available here:



<https://www.youtube.com/watch?v=xKimSyx7Z5I>, has garnered substantial views, exceeding 60,000 and counting. Additionally, it violated the terms and understandings by not prominently featuring the ‘Mirchi®’ logo consistently throughout its duration while unlawfully displaying defendant no. 1’s logo, ‘MissMalini’, in the upper right corner. Furthermore, the wrongful actions of defendant no. 1 are clearly demonstrated by the presence of ‘MissMalini’ Productions’ at the credit end of the video. This inclusion misrepresents the long-form video uploaded on YouTube as a product and/or creation of ‘MissMalini’ Productions, falsely implying ownership by defendant no. 1.

49. On 18th October, 2024, the plaintiff came across a similar link/video uploaded by defendant no. 1 on defendant no.2’s platform, i.e., Facebook, and accordingly reported the same on the said date. Defendant no.2 promptly recognized the plaintiffs’ rights and effectively took down the infringing content. However, shockingly, the Instagram reel/video uploaded by defendant no. 1 remains active despite the plaintiff reporting the same, highlighting a failure to address the infringement on Instagram.

50. It is submitted that as a result of the infringement, the plaintiff was compelled to initiate a copyright strike against the long-form interview posted on YouTube. As of 20th October, 2024, the video of the interview was also taken down by defendant no. 3 from YouTube. Subsequently, plaintiff, while carrying out their routine due diligence, discovered that the interview was back up on defendant no. 1’s YouTube channel.

51. It is submitted that subsequently, defendant no. 1, responded to plaintiffs’ cease-and-desist notice vide correspondence dated 22nd October, 2024. However, the reply was replete with baseless justifications designed to



excuse the infringement of the plaintiff's copyright. It is submitted that defendant no. 1, did not refute plaintiff's status as the original and exclusive owner of the Copyright associated with the Show. Defendant no. 1's correspondence further indicated an attempt to exploit plaintiff established goodwill and reputation.

52. It is submitted that in light of defendant no. 1's failure to adequately address the concerns raised by plaintiff, a rejoinder letter was issued by plaintiff on 23rd October, 2024, explicitly articulating that no permission—whether express or implied—was granted to defendant no. 1 for the use of 'MissMalini' logo in the Interview. Additionally, plaintiff emphasized the absence of any acquiescence on their part that would suggest consent for such usage. Consequently, plaintiff pressed on its demand for defendant no. 1 to adhere to the requirements outlined in the cease-and-desist notice.

53. It is submitted that it was only after the aforementioned rejoinder letter that plaintiff received an email from defendant no. 1 on 23rd October, 2024, wherein defendant no. 1 indicated that, following an internal discussion, they were amenable to remove the short-form video uploaded on Instagram. Notwithstanding the aforesaid acknowledgement of their infringement, defendant no. 1 issued an utterly unconscionable demand that plaintiff retract the copyright strike against defendant no. 1's, long-term video of the interview on YouTube as a precondition for removal of the short-form video from Instagram.

54. It is submitted that plaintiff objected to the aforementioned precondition in an email dated 14th November, 2024. Furthermore, plaintiff expressed dissatisfaction with the continued availability of the short-form video of the interview on Instagram. Despite these concerns, plaintiff did not



receive a meaningful or constructive response from defendant no. 1.

55. It is submitted that defendant no. 1 is using its platforms to communicate and transmit plaintiff's Show and interview, of which plaintiff is the first and exclusive owner. This unauthorized use undermines plaintiff's exclusive rights, as defendant no. 1's deliberate actions in affixing its logo and obscuring plaintiff's branding create a misleading impression that it is the rightful creator. These actions have effectively misappropriated plaintiff's intellectual property and caused irreparable harm to its commercial interests and reputation. The videos transmitted by defendant no. 1 do not substantiate plaintiff's ownership; instead, they continue to capitalize on plaintiff's cinematograph and dramatic work. It is a well-established principle that even partial reproduction or usage, where it constitutes a substantial and recognizable element of the original work, infringes upon the plaintiff's exclusive rights as the copyright owner.

56. It is submitted that due to the immense popularity and success of the Show, numerous rogue infringing links have already surfaced on platforms such as Facebook, Instagram, and YouTube, which, despite being reported, remain active or have been reinstated. These links have unlawfully disseminated the plaintiff's content/works without any authorization, for commercial gain or to garner popularity, thereby constituting an infringement of the plaintiff's copyright. Accordingly, plaintiff apprehends that due to the growing ease of creating and operating unauthorized online platforms, it will likely lead to the emergence of more rogue links, websites, and Flagrantly Infringing Online Locations ("FIOLs") dedicated to unlawfully exploiting the plaintiff's copyright. These rogue websites may host, stream, or distribute the Show, its future seasons, and its derivative



works without authorization, thereby causing significant financial losses and irreparable harm to the plaintiff. The plaintiff anticipates that such infringement will not only extend to the unauthorized dissemination of the Show but also the use of its promotional materials, which could create widespread confusion among the public and dilute the plaintiff's reputation and goodwill. It is further submitted that such rogue websites may mislead the public into believing in the legitimacy of these websites and/or the content posted on social media platforms.

57. In view of the above circumstances, the plaintiff has demonstrated a *prima facie* case for grant of injunction and in case no *ex-parte ad-interim* injunction is granted, the plaintiff will suffer an irreparable loss. Further, the balance of convenience also lies in favour of the plaintiff and against the defendants.

58. Accordingly, till the next date of hearing, the defendant no. 1, its promoters, employees, associates, affiliates agents, etc., are restrained from using and exploiting plaintiff's copyright by transmitting or otherwise hosting, uploading and enabling for and on their behalf, plaintiff's cinematograph and dramatic works, i.e., the Show, What Women Want and the Interview dated 26th August, 2024, shot on the sets of the Show, on any platform, social media or multi-media owned and controlled by defendant no. 1.

59. Defendant no. 1 is directed to take down the short-form and long-form of the Interview from their website, including, the link, i.e., <https://www.youtube.com/watch?v=xKjmSyx7Z51>, <https://www.instagram.com/reel/DBKlqhzS0AN/?igsh=cjJxZDRpMTlzMDBi>, within 48 hours of passing of the present order.



60. In case, the defendant no. 1 does not take down the aforesaid links, then defendant no. 2 and 3 shall take down the aforesaid links uploaded by defendant no. 1.
61. Issue notice to the defendants. Notice is accepted by learned counsel appearing for defendant nos. 3, 4, and 5.
62. Issue notice to the other defendants by all permissible modes, upon filing of process fees, returnable on the next date of hearing.
63. Reply be filed within a period of four weeks, from the date of service.
64. Rejoinder thereto, if any, be filed within a period of two weeks, thereafter.
65. Compliance of Order XXXIX Rule 3 CPC, be done, within a period of one week, from today.
66. List before the Court on 13th May, 2025.

MINI PUSHKARNA, J

DECEMBER 20, 2024

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