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## Copyright Issues in Film Industry: Rift Between the Rights of Directors and Producers

The Copyright Act, 1957 is considered to be a vintage legislation in the field on Intellectual Property Laws in India. The central notion is to protect the originality of an idea once it is expressed via certain medium.

Cinematograph film is a homogeneous material with numerous other works within it which enjoys protection by operation of law or by contract or assignment when all these works are put together in the final form of a film over which the rights are vested in a producer or maker as per the Act. Though much of attempts have been made to update it as per the need of the hour, the Act still has loopholes especially with respect to cinematograph, digital technology, software etc.

An appeal (O.S Appeal No: 22 of 20170) was filed, dated September 8, 2016, before the Division Bench of Madras High Court comprising of Justice Ravi Shakhder and Justice Abdul Quddhose against the judgement and decree passed by the learned single judge wherein the plea made by plaintiff for injunction against the defendants was rejected. Disputes between the parties center around the rights annexed to the film 'Aaranya Kaandam'.

Appellant/Plaintiff wrote the script of the film "Aaranya Kaandam" and has complied with the formalities of registration before the Film Writers Association in Mumbai. In the due process of converting the script into a film he met the respondents around May-June, 2007 and the pre-production work for making of the film in Tamil commenced in July 2007. Film script in the form of a bound copy was handed over to respondents in February, 2008 and the shooting started in December, 2008. The entire work of production was completed on May 25, 2010. When the film started rolling it received umpteen appraisals and reviews and won 'Grand Jury Prize' at New York Film Festival however it did not gain much commercially due to poor publicity. In February, 2012, appellant came to know that the respondents were attempting to dub 'Aaranya Kaandam' in Telugu without prior consent of the appellant which led to the institution of this suit.

Summary of actions by lower courts show that the initial order of injunction passed by the learned single judge was vacated on the subsequent move made by the respondents. Appeal to the Division Bench also ended up with the same result. The matter was carried up to the Supreme Court where it was disposed with a direction to the High Court of Madras to dispose the pending suit as expeditiously as possible by providing 3 months duration for the same.

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Issues that emerged for consideration were:

- Whether dubbing into Telugu constitutes an infringement of the plaintiff's rights under section 14(a) of The Copyright Act, 1957?
- Whether remaking into Telugu constitutes an infringement of the plaintiff's rights under section 14(a) of The Copyright Act, 1957?
- Whether plaintiff has any right to stop the defendant from dubbing/ remaking/ doing any other activity in view of the admitted fact that the plaintiff has not entered into any agreement for making such a restrain?
- Is section 14(1) (d) the only relevant provision with respect to cinematograph films?
- Whether plaintiff is entitled to permanent injunction?
- What other reliefs can be claimed by the plaintiff?

Appellants contended that there is no assignment of rights in the script as per section 19(1) because for a valid assignment, there must be identification of the work, specifying the rights along with duration and territory. The budget sheet on which the respondents placed reliance does not advert to the script. In this case, there is no assignment either by conduct or acquiescence in favor of the respondents. If assignment is presumed, it could only be construed as having been confined to the making of Tamil film as the respondents cannot use the script unless the rights are assigned under section 19. Dubbing involves translation of the dialogues embedded in the film emanating from the literary work which primarily vests with the copyright holder in the literary work. Section 14(1) (d) does not give producers of the cinematograph film the right to translate the work by any means of dubbing even because the dubbed film will ultimately result in the creation of a separate film which is impermissible without license or assignment. Hence, the learned single judge has committed a gross error in deciding otherwise which deviated from the precedents set in PVR Pictures Ltd. v. Studio 18, 2009 (41) PTC 70; R.G.Anand v. Delux Films, (1978) 4 SCC 118 etc.

On the other hand, the respondents claimed that what were put on record before the court were a screenplay and not a script hence there was non-existence of copyright in the said work in appellant's favor. Respondents are producers under section 2(d) and would be very well coming under the ambit of authors. On and above this, the appellants were paid a valuable consideration for the script which was converted into a cinematograph film which vests in the respondents who are the owners, having rights not only to remake but also to dub it into a language apart from the original and communicate it to public in the language(s) of their choice. The appellants do not enjoy any special rights as the registration of the film with the Film Writers Association was made after it had been done.

Rights in the script very well vests with the appellant however rights in the subject cinematograph film lies in the hand of respondents. The appeal was partially allowed and the

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suit decreed, granting an injunction against the respondents from remaking /making different versions of the film based on the subject script and the parties were left to bear their own costs since the subject cinematograph film was based on the story narrated by the appellant with respect to the script and screenplay authored by him hence there is no doubt regarding the existence of the script or its authorship. The justices were in consonance while delivering this judgment.

This story has an ending with a moral that when multiple stakeholders are involved in a particular project, a lot of confusion exists especially with respect to the point that who needs to be rewarded and preferred. In that case, a contract with clear terms and conditions is quintessential which can necessarily avoid any confusion or conflicts so as to analyze the provisions relating to ownership and assignment/license of copyright and tackle the problems emerging therein.

Movies are meant for entertainment and are filled with a lot of complexities. Hence, the question of intellectual property is even more complex as the answer lies in the fact that every component of a movie requires protection. The central point which requires consideration here is who can claim ownership of a movie, whether the person who has directed the movie or the man who has financed it. It is indeed a paradoxical situation that a story cannot make a movie and without a story there cannot be a movie as well. An author under the Copyright Act merely means producer in the case of cinematograph films. In spite of Copyright Amendment Bill, 2011 aiming to give authorship not only to producers but also to directors so as to acknowledge both producer and director as the authors of a cinematograph film, it was however deleted by the Parliamentary Standing Committee when it introduced modifications to it and passed the Copyright Amendment Act in 2012. It would be better if there is a joint ownership in this domain taking into instance the matter of books where the copyright vests on owners, leaving the publishers contrary to films wherein the director is merely in the capacity of an employee of producer. It requires a lot more of efforts so as to recognize the laudable efforts of the creators behind the screen. At this point when there are no specific provisions, reliance can be held on certain agreements like director agreements, actor agreements, film chip and photography agreements, distribution agreements etc., as seen in other jurisdictions so that the situation do not turn out to be a hay way.

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