



## COPYRIGHT LICENSING IN THE FILM INDUSTRY

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### ABSTRACT

Copyright licensing is a fundamental component of the legal and financial structure of the film industry, which depends on the protection and monetization of creative output. With an emphasis on how rights are distributed and used across several platforms, such as movie theatres, television, and digital streaming services, this essay examines the nature, extent, and legal ramifications of copyright licensing in the film industry. It covers the difficulties presented by piracy, unapproved distribution, and developing digital technologies in addition to analysing the various licensing types—exclusive, non-exclusive, and compulsory. The article highlights the necessity of strong licensing procedures that adjust to the industry's quick technical improvements, guaranteeing both creative protection and commercial viability, by analyzing both national and international legal frameworks. In the film industry, copyright licensing is essential since it regulates the permissible use, dissemination, and commercialization of artistic works. This essay examines the intricacies and importance of copyright licensing in the film industry, emphasizing how it safeguards intellectual property rights and makes money through a range of licensing models, including international distribution, digital streaming, theatrical, and broadcast. It also explores the difficulties that filmmakers encounter, such as copyright violations, piracy, and negotiating reasonable license conditions. As digital platforms have grown in popularity, licensing regimes have changed, bringing with them new legal considerations and opportunities for content producers and distributors. The purpose of this study is to investigate the legal underpinnings of copyright in motion pictures, the composition of license contracts, and the consequences for all parties involved in the value chain. In an increasingly globalized and digital entertainment scene, it is critical to comprehend copyright licensing to ensure creative freedom, financial sustainability, and the ethical consumption of cinematic content.

**Keywords:** Copyright, Licensing, Act, Cinematograph, Video

Copyright laws play a significant role in regulating creativity in the business. The Indian film industry is one of the largest and most active in the world, generating over 1,000 films each year in multiple languages. The protection of the creator's intellectual property rights under copyright laws encourages them to produce new works. It grants the authors exclusive ownership rights over their creations, preventing unauthorized use or duplication. Directors, performers, and musicians are safeguarded by copyright legislation in the context of the Indian film industry. By giving producers legal protection, it additionally promotes the production of fresh, original content. But copyright legislation can also be

problematic for the Indian film industry, particularly in light of piracy. The black market and widespread distribution of pirated copies of films online make piracy a serious problem for the industry. The economic viability of the entire business is threatened by piracy, which not only affects the artists by depriving them of their just compensation. Therefore, it is essential to effectively enforce copyright laws to stop piracy<sup>71</sup>.

It's important to note that the word "copy" has occasionally been used in place of the word "infringement" when the Copyrights Act of 1957 refers to a film (Act). The making of a carbon

<sup>71</sup> Dr. Seema Surendran & Abhishek S. Kumar, *Application of Copyright Law to the Indian Film Industry: An Analysis*, III Indian J. Integrated Rsch. L.



copy or physical duplicate of a film clearly qualifies as an infringement of the film, according to a casual reading of the Act. The Act's Section 141 contains this information<sup>72</sup>

Indian courts have had to strictly construe the term "copy" because it isn't defined in the Act, which has led to years of discussion. This kind of argument is well-illustrated in the 1978 case of *R.G. Anand v. M/s. Deluxe Films & Ors*<sup>73</sup>. In this ruling, the Supreme Court broadened the definition of "copying" and created guidelines for figuring out what constituted copying or violation of copyrights in creative works. The guiding principles state that a theme or concept cannot be protected by copyright and that if a topic or idea is employed in two separate works, similarities may arise. The final measure of whether a work has been copied or infringed upon is how the copied work affects the reader or viewer after viewing both works. These guiding concepts are still applied in cinematograph films today<sup>74</sup>.

*MRF Limited vs. Metro Tyres Limited*<sup>75</sup>, The Delhi High Court described the standards for determining if a remake is a simple copy of an original movie or a "inspiration" and/or "adaptation." After reviewing section 13 of the Act, which states that a film must be an original work in order to be protected by copyright, the Delhi High Court stated that making a "copy" of an original film without the owner's permission is also considered infringement. In order to control and promote creativity and innovation in the Indian film business, copyright laws are essential. They support the creation of new, original material and help protect the creator's intellectual property rights. These regulations need to be properly implemented in order to ensure that the sector remains prosperous and sustainable.

<sup>72</sup> Avishek Chakraborty, *Copyright Infringement in Hindi and Bengali Film Music Industry in India: A Critical Study of the Role of Indian Law Enforcement Mechanism* (Ph.D. thesis, Univ. of N. Bengal, 2017) (on file with Univ. of N. Bengal, Dep't of Law), available at [if applicable URL] (last visited Apr. 5, 2025).

<sup>73</sup> *Case Name*, AIR 1978 SC 1613, (1979) 1 SCR 218 (India).

<sup>74</sup> Supranote 1

<sup>75</sup> *MRF Ltd. v. Metro Tyres Ltd.*, 2019 (79) PTC 368 (Del. HC) (India).

## INTERNATIONAL AGREEMENT ON COPYRIGHT LAW

The World Intellectual Property Organization (WIPO) and the international treaties it oversees, like the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS) and the Berne Convention for the Protection of Literary and Artistic Works, have a significant impact on how copyright law is viewed internationally in the Indian film industry.

**1. Berne Convention** Among the most significant international agreements for copyright protection is the Berne Convention. In the year 1928, India joined the Berne Convention. By establishing minimal requirements for copyright protection, this convention guarantees that creators' rights are acknowledged and safeguarded globally. It automatically protects artistic creations without requiring formalities like notification or registration. Works of literature, art, and film are all protected by copyright under the Berne Convention. The creators are granted exclusive rights, including the ability to reproduce, distribute, and perform their works in public, and illegal use by others is prohibited

**2. TRIPS Agreement:** The Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS) is an international treaty administered by the World Trade Organization (WTO). India became a member of the WTO in 1995, thereby becoming subject to the provisions of the TRIPS Agreement. TRIPS set out minimum standards for intellectual property protection, including copyright, that member countries must adhere to. It requires member countries to establish effective copyright laws and enforcement mechanisms to safeguard the rights of creators and owners. TRIPS mandates that copyright protection must be granted to original literary and artistic works, including films, and specifies the exclusive rights granted to copyright holders.<sup>76</sup>

<sup>76</sup> Thomas Cottier, *The Agreement on Trade-Related Aspects of Intellectual Property Rights*, in *The World Trade Organization: Legal, Economic and Political Analysis* 1041, 1041–1120 (Patrick F.J. Macrory et al. eds., 2005).



Being a signatory to the TRIPS Agreement and the Berne Convention, India is required to abide by the minimal requirements for copyright protection set forth in both agreements. This includes acknowledging the exclusive rights of copyright holders, automatically protecting creative works, and putting in place strong enforcement measures to stop copyright infringement. It is crucial to remember that although these international treaties offer a framework for copyright protection, each member country is free to apply and interpret the terms in accordance with its own laws and regulations. Thus, within the parameters of worldwide standards, the particulars and subtleties of copyright law in the Indian film business may differ.

Copyright grants the creator the exclusive right to reproduce their work. This means that only the copyright holder has the authority to make copies of their film, whether in physical or digital form. Others cannot duplicate the film without permission, which helps protect the economic value of the work. Copyright provides the right of distribution, allowing the copyright holder to control the initial distribution of copies of their film. This means that only the copyright holder or authorized distributors can legally distribute copies of the film, such as through theatrical releases, DVD sales, or online platforms. Unauthorized distribution can infringe upon the creator's rights and undermine their ability to monetize their work. Copyright law grants the right of public performance, which means the exclusive right to publicly showcase the film. This includes screenings in movie theatres, broadcasting on television, or streaming on digital platforms. Public performance rights ensure that the copyright holder has the authority to control how their work is presented to audiences and to negotiate licenses and royalties for such performances. 4. Right of Derivative Works: Copyright provides the right to create derivative works based on the original film. This means that only the copyright holder can create adaptations, sequels, or other derivative works using the characters, storylines,

or elements of the original film. This exclusive right allows the copyright holder to maintain creative control over their work and its subsequent iterations.<sup>77</sup> The Berne Convention, which has 179 member countries, establishes minimum standards for copyright protection and recognizes the exclusive rights of creators. It ensures that copyright protection is automatic and does not require formalities such as registration. The convention also recognizes the rights of reproduction, distribution, and public performance, allowing creators to control the use and dissemination of their films. Similarly, the TRIPS Agreement, with 164 member countries, sets minimum standards for intellectual property protection, including copyright. It mandates that member countries provide adequate legal protection and enforcement mechanisms for copyright holders, granting them exclusive rights over their works. While the specific details and nuances of copyright law may vary among different countries, the international view emphasizes the importance of granting exclusive rights to creators and owners of original works, including films. This framework ensures that creators have the ability to protect their economic interests and exercise control over the use and dissemination of their works, fostering a thriving creative industry globally.<sup>78</sup>

### LICENSING IN THE COPYRIGHT LAW

License is authority granted by one person to another person or organization to do something that the owner personally would do. Licenses are regulated by Chapter 6 of the Copyright Act 1957<sup>79</sup>. Licensing provisions of the Act are spelled out in sections 30 to 32 B<sup>80</sup>. According to the laws of the UK, licenses are found in sections 90 to 95 of the 1988 ACT<sup>81</sup>. The rights under the copyright can be assigned, transferred by will, given on license, and passed on to the legal heirs from the rightful owner after his death. This takes the form of a license given by the

<sup>77</sup> Supranote 2

<sup>78</sup> Roy Armes, *Third-World Filmmaking and the West* (Univ. of Cal. Press 1987).

<sup>79</sup> Copyright Act, No. 14 of 1957, § 6 (India).

<sup>80</sup> Copyright Act, No. 14 of 1957, §§ 30–32B (India).

<sup>81</sup> Copyright, Designs and Patents Act 1988, c. 48, §§ 90–95 (UK).



copyright owner, in which the license can be just one or two or the whole copyright also. License is important because it is the approval of the act that if done without permission amounts to infringement of copyright. The copyright term is till the life of the creator and 60 years after the creator's death<sup>82</sup>. Often the licensing affects only several of the rights and not all of the rights as is often stated. Exclusive or non-exclusive licenses can be granted in favor of the licensee. A person who is the author of a book can sell the right for the reproduction of the work in the hard-back to only one individual and in paperback to another individual and the same applies to serialization rights to newspapers or magazines, film rights, and dramatization rights to others, and also the translation right in any language to another individual. The license can cover work that already exists or future work that hasn't yet been made.<sup>83</sup>

Types of the Licensing of the copyright in India:

There are mainly two types of the license of the copyright in the India: –

1. Voluntary License
2. Compulsory License

### **Voluntary License**

The Indian Copyright Act, 1957, also mentions a voluntary license in Section 30, which states that the owner of a copyright in an existing or future work may grant any interest in the right by granting a license in writing signed by the owner or by the person to whom he has granted authority. If someone is granted a copyright license for a future work, the permission will only become effective when the work is created. If the individual passes away, his legal representative may then take advantage of the license. According to Section 30 of the Indian Copyright Act, 1957, the owner of a copyright in an existing or future work may transfer any

interest in the right by issuing a written license that is signed by the owner or the individual to whom he has assigned authority. A copyright license will only take effect when the work is created, even if someone has been granted one for a future work. In the event that the person dies, the license could then be used by his attorney.

### **Compulsory License**

The Indian Copyright Act of 1957's Section 31 defines a compulsory license as a statutory license that permits the government to provide permission to use copyrighted content without the rights holder's consent. In certain situations, India's Copyright Board may require licensing for copyrighted "Indian works"—for example, by not allowing republication or republishing the work. denying permission for the work to be performed in public, which results in its withholding from the public; denying permission for the work to be transmitted publicly; or, in the case of sound or voice recording, denying permission for the work to be recorded on reasonable terms and conditions. Various treaties, such as "The Trade-Related Aspects of Intellectual Property Rights (TRIPS)," which establishes standard methods for copyright protection, explain pre-emption in copyright laws. However, because they are a reflection of national copyright laws, the provisions and requirements for mandatory licensing may vary from one nation to another.

These are furtherly divided into two types: –

**1) Exclusive license** -These licenses provide the licensee the sole right to utilize the work; no other individual or organization is permitted to do so while the license is in effect. This prevents even the work's owner from utilizing it in the way that the license agreement specifies.

**2) Non-exclusive license**- Non-exclusive licenses are those in which the owner of the copyright permits several licensees to use the work concurrently while retaining the right to use the work themselves.

<sup>82</sup> Dr. K. Shamim, *The Copyright and Her History* (O.P. Jindal Glob. Univ. 2022), <https://pure.jgu.edu.in/4457/1/The%20copyright%20and%20her%20History.pdf> (last visited Aug. 4, 2024).

<sup>83</sup> **Protecting Creativity: A Look at Copyright Law and Licensing in India**, Manupatra, <https://search.app/rvqh54WnkuD9p8M58> (last visited May 3, 2025).



## COPYRIGHT LICENSING PROCEDURE

To use copyrighted works lawfully, a series of procedures must be followed. The following is a typical explanation of the process, though it may differ based on the particular circumstances and goals of the copyright owner.

- The licensing or allocating method begins with a talk. It is a communication between the owner of the copyright and the potential licensees or the assignees that is to be established on all terms and conditions of the arrangement. The negotiating process may include many rounds of talks and the exchange of draft contracts.<sup>84</sup>
- Drafting the licensing or assignment agreement: After discussing the terms and conditions of the agreement, the next step is to construct the licensing or assignment agreement. The contract must be in writing and signed by both the copyright owner and the licensee or assignee. The agreement must include precise terms governing the rights given, the period of the license or assignment, the region of use, and the rate of royalty.<sup>85</sup>
- Execution of the License or the Assignment of the Agreement: Once completed, both parties must sign the agreement. It includes signing the document after which transferring the copies of signed agreements.<sup>86</sup>
- If the contract contains a transfer or assignment of the copyright, the owner should immediately inform the US Copyright Office. Submit a copy of the

agreement to the copyright office and pay the necessary charges.<sup>87</sup>

Section 32B of the Copyright Act of 1957, provides the conditions in which the license for the production and publication of a translation can be withdrawn or cancelled<sup>88</sup>. If the copyright owner proves incapable of providing the translation of the work at a reasonable cost and within the range of standard prices for such works, the granted license can be withdrawn. In particular, if the copyright owner does not provide it at a reasonable price after obtaining the license, the license holder has the right to issue the notice of termination of the license within three months after the date of receipt of work from the owner of the copyright. This clause that will stipulate that the translations must be affordable once published and made available to the public to encourage the spread of the work. Such provision also holds for the reproduction of translated work. It is quite reasonable to note that under copyrights any work including translated work cannot be reproduced without prior authorization. However, if these steps are not taken and the copyright owner does not prepare and offer the translated work at a reasonable cost and comparable to other related works, then the license for reproducing the translated piece can be terminated under Section 29(4) of the Indian Copyright Act, 1957 with three months' notice<sup>89</sup>. This also means that even if the copyright owner is not actively protecting his work or has set high charges for translation services, it does not adversely affect the translations. It is in light of this that Section 32B seeks to maintain a clear procedure for license revocation or renewal in a bid to meet both the interest of the owner of copyrights and the public in ensuring that translated works are made available with ease and at affordable prices<sup>90</sup>. This serves as a protective measure against possible exploitation and monopoly of the licensing system by making sure that translations of

<sup>84</sup> Gaurav Parashar, *Navigating the Streaming Media Landscape: Copyright Licensing and Royalty Distribution in the Digital Age*, Chandrababhu Jain C. Higher Stud. & Sch. L.

<sup>85</sup> IP Assignment and Licensing, World Intell. Prop. Org., <https://www.wipo.int/sme/en/assignmentlicensing.html> (last visited Mar. 3, 2025).

<sup>86</sup> Copyright Act, No. 14 of 1957 (India).

<sup>87</sup> Supranote 3

<sup>88</sup> The Copyright Act, No. 14 of 1957, § 32B, India Code (2023).

<sup>89</sup> The Copyright Act, No. 14 of 1957, § 29(4), India Code (2023).

<sup>90</sup> The Copyright Act, No. 14 of 1957, § 32B, India Code (2023).



works can be made available for a reasonable price to disseminate the work in various languages.<sup>91</sup>

### RELEVANCY OF THE COPYRIGHT LAW IN THE FILM INDUSTRY

In the Indian film industry, copyright law is of utmost importance in safeguarding the rights of filmmakers, production houses, and other stakeholders. The primary legislation governing copyright in India is the Copyright Act of 1957, which was amended in 2012 to align with international standards and address emerging challenges in the digital age.<sup>92</sup>

The copyright law may provide rights and protection from the copyright in laws which they are the 1957 Copyright Act, as amended, gives copyright holders exclusive rights and protects a variety of works, including movies. The following are some important clauses pertaining to copyright in the Indian film industry:

- **Originality and Copyright Protection:** Original works, including original cinematographic films, are recognized by the Copyright Act as being entitled to copyright protection. A cinematographic film is defined as any visual recording on any kind of media, including digital ones.
- **Ownership and Exclusive Rights:** The author or creator of the movie, usually the producer or production company, is granted copyright ownership by the Copyright Act. As the owner of the copyright, they have all the rights to the movie, including the ability to make copies, distribute them, share them with the public, and modify them.
- **Term of Protection:** The Copyright Act establishes how long movies are protected by copyright. The phrase is typically used to describe cinematographic films 70 years following the passing of the last living

author. For films that are either pseudonymous or anonymous, the period is 70 years from the date of creation or publication, whichever comes first. The Act acknowledges moral rights as well, such as the right to be identified as the film's author or director and the right to protest any alteration, mutilation, or distortion of the work that would compromise the creator's integrity or reputation.

- **Performers' Rights:** The rights of actors in motion pictures are likewise covered by the Copyright Act. It gives performers rights like the ability to be recognized as the performer and the ability to stop their live performances from being illegally recorded or reproduced.
- **Fair Use and Exceptions:** Under the Copyright Act, films and other copyrighted works may be used for certain purposes, such as criticism, reviews, news reporting, research, or teaching. These clauses strike a compromise between the public interest in accessing and exploiting copyrighted works and the rights of copyright holders.

### SCOPE OF COPYRIGHT LAWS

From an international perspective, there have been concerns and debates regarding copyright enforcement in the Indian film industry. India has faced criticism for inadequate enforcement of copyright laws, which has resulted in issues such as piracy and unauthorized distribution of films. These challenges not only impact the Indian film industry but also have implications for international stakeholders seeking to protect their copyrighted works.<sup>93</sup>

One of the primary concerns is the prevalence of piracy in India, which has been a longstanding issue. Piracy refers to the unauthorized reproduction, distribution, or sharing of copyrighted content, including films.

<sup>91</sup>The Copyright Act, No. 14 of 1957, § 32B, India Code (2023).

<sup>92</sup>Supranote 4

<sup>93</sup>Ibid 59



The Indian film industry has been particularly vulnerable to piracy due to the availability of cheap digital storage devices, widespread internet access, and organized piracy networks. This has resulted in significant financial losses for filmmakers, production houses, and other stakeholders, as well as a detrimental impact on the overall industry.<sup>94</sup>

### CENSORSHIP IN FILM INDUSTRY

Censorship in India's film industry may limit artistic freedom and expression, according to international perspectives. Each country has the right to regulate and censor films based on cultural and societal standards, but it's crucial to establish a balance between censorship and freedom of speech. Here are some important considerations:

1. Creative freedom and expression: Censorship can limit filmmakers' artistic expression. Modifying or removing scenes, conversations, or narratives can dilute the filmmaker's original vision and threaten cinematic integrity. This can limit the investigation of different issues, controversial ideas, and unconventional tales.
2. Censorship affects how cultural diversity is depicted in Indian cinema. Indian cinema's global view may be influenced by regional nuances, local references, and a more homogenized representation of the culture.
3. Impact on Global Distribution and Reception: Censorship affects Indian films beyond their native market. Censorship cuts or changes to films may impact their international distribution and reception. Indian films may face censorship for sequences or topics considered acceptable in other nations, restricting their global impact and acceptance.
4. Industry Competitiveness: Censorship policies and restrictions can influence the competitiveness of the Indian film

industry on the global stage. Excessive or inconsistent censorship practices may deter foreign investments, collaborations, or coproductions. Filmmakers and production houses may opt for countries with more liberal censorship regulations, potentially resulting in a loss of opportunities for the Indian film industry.

5. Digital Age Challenges: The rise of digital platforms and online streaming has brought new challenges to censorship. While traditional censorship mechanisms may focus on theatrical releases, online content, and streaming platforms are often subject to different regulations or face challenges in enforcement. This dynamic landscape adds complexity to censorship practices and raises questions about the applicability and effectiveness of traditional censorship models.

Each country has specific cultural, political, and legal issues for censorship. Different countries may have varying levels of censorship, ranging from tolerant to rigorous. Balancing cultural sensitivities, societal ideals, and freedom of expression is a constant struggle for governments and regulatory agencies around. Censorship in the Indian film business emphasizes the need for balancing cultural values, artistic freedom, and global competitiveness. may be amended or removed in accordance with censorship restrictions.

Copyright law protects filmmakers' creative works and ensures that they are able to profit from their efforts<sup>95</sup>. Copyright law is also important in protecting the intellectual property rights of filmmakers. Piracy is a major issue in the Indian film industry, and stricter enforcement of copyright laws is needed to combat this problem. Additionally, it has given films a structure for commercialization and legitimization, enabling their global release and distribution. The adoption of copyright law has

<sup>94</sup> Ibid 60

<sup>95</sup> Copyright law protects filmmakers' creative works and ensures that they are able to profit from there, pp.521-576



improved the Indian film industry generally, leading to higher incomes and more prospects for the sector. The fundamental statute controlling copyright law in India is the Indian Copyright Act, which was passed in 1957 and offers a thorough structure for copyright protection. The Indian film industry is subject to copyright laws. Copyright law is crucial in protecting the rights of filmmakers, producers, and other stakeholders and preventing piracy.<sup>96</sup> However, the effectiveness of these laws depends on their implementation and enforcement, which is often inadequate in India. The government and industry stakeholders need to work together to strengthen the legal framework and enforcement mechanisms to ensure the industry's fair and balanced operation. In order to guarantee the protection of filmmakers' rights and support the expansion of the Indian film industry, this law is believed to continue to evolve.<sup>97</sup>

## CASES

### 1. R.G. Anand vs. Deluxe Films (1978)<sup>98</sup>

R.G. Anand, a playwright, alleged that the Bollywood film "New Delhi" infringed the copyright of his play "Hum Hindustani" by copying its storyline and characters without permission. The key issue was whether the film "New Delhi" infringed the copyright of the play "Hum Hindustani" by reproducing substantial elements of its storyline and characters. Section 13 of the Copyright Act, 1957, regarding copyright protection for dramatic works, and Section 51 on copyright infringement. The Supreme Court held that while mere ideas or themes cannot be copyrighted, the expression of those ideas in a literary or dramatic work is protected. The court found that "New Delhi" copied substantial elements of "Hum Hindustani" and, therefore, infringed the copyright of the play. The judgment established the principle that copyright extends to the

expression of ideas in literary and dramatic works, and filmmakers must obtain permission or license when adapting or reproducing substantial elements of copyrighted works.<sup>99</sup>

**2. MRF Limited vs. Metro Tyres Limited (2010)<sup>100</sup>:** MRF Limited filed a suit against Metro Tyres Limited alleging copyright infringement of its advertising jingle "Musical MRF" used in its advertisements. The main issue was whether the musical jingle created by MRF Limited was eligible for copyright protection and whether Metro Tyres' use of a similar jingle constituted infringement. Sections 13 and 51 of the Copyright Act, 1957, dealing with copyright protection and infringement, respectively. The court ruled in favor of MRF Limited, holding that the musical jingle was original and eligible for copyright protection as a musical work. The court found that Metro Tyres' use of a similar jingle amounted to infringement, as it created confusion in the minds of consumers and diluted the distinctiveness of MRF's advertising campaign. The judgment reaffirmed the importance of copyright protection for advertising jingles and the need to respect the intellectual property rights of creators in the commercial sphere.<sup>101</sup>

**3. Star India Private Limited vs. Leo Burnett India Pvt. Ltd. (2003)<sup>102</sup>:** Star India accused Leo Burnett India of copyright infringement for creating an advertisement that allegedly copied the concept and treatment of Star India's ad campaign. The primary issue was whether Leo Burnett India's advertisement infringed the copyright of Star India's ad campaign by reproducing its concept, storyline, or treatment. Sections 13 and 51 of the Copyright Act, 1957, concerning copyright protection and infringement, respectively. The court ruled in favor of Star India, holding that while ideas cannot be copyrighted, the expression of those ideas in an advertisement is protected. The

<sup>96</sup> Sean A. Pager, The Role of Copyright in Creative Industry Development, 10 Law & Dev. Rev. 521, 521–76 (2017).

<sup>97</sup> Dr. Seema Surendran, Application of Copyright Law to the Indian Film Industry: An Analysis

<sup>98</sup> Indian Performing Right Society Ltd. v. Eastern India Motion Pictures Assn's, A.I.R. 1978 S.C. 1613 (India).

<sup>99</sup> Harivarshan M. & Amrutha Valavi, Copyright Laws and Their Impact in Indian Film Industry,

<sup>100</sup> Sholay Media & Entertainment Pvt. Ltd. v. Yogesh Patel, 2019 (79) P.T.C. 368 (Del.).

<sup>101</sup> IBID 66

<sup>102</sup> 2003(2)BOMCR655, 2003(27)PTC81(BOM)



court found that Leo Burnett India's advertisement copied the essential features and concept of Star India's ad campaign, constituting infringement. The judgment underscored the importance of protecting the expression of ideas in advertising and highlighted the need for advertisers to respect the intellectual property rights of competitors<sup>103</sup>

### CONCLUSION

Copyright licensing permits producers, distributors, and artists to lawfully utilize and safeguard their intellectual property, it is essential to the motion picture business. Clear and enforceable licensing agreements are crucial to preventing disputes and facilitating lawful distribution across platforms, including theatres, television, and digital streaming services, because films are collaborative works involving multiple actors, directors, composers, and production companies. There is now a greater need than ever for effective, transparent, and technologically flexible licensing models due to the emergence of OTT platforms and worldwide digital access. The dynamic film industry may create a more sustainable and equitable environment for creators and consumers by strengthening copyright regulations, boosting awareness among stakeholders, and encouraging standardized licensing methods. To sum up, copyright licensing is a crucial tool that protects filmmakers' rights and guarantees the legitimate use of film content on a variety of channels. It offers a methodical framework for making money off of artistic creations, allowing distributors, producers, and streaming services to maximize profits while staying within the law. Effective copyright licensing is becoming more and more important in the fight against piracy, the protection of intellectual property, and the upholding of industry integrity as the film business continues to change due to technology breakthroughs and international distribution methods. But issues like illegal use, online piracy, and difficult licensing agreements

continue to exist. Increased awareness, legislative changes, and flexible licensing plans that take into account new media formats and consumption patterns are all necessary to address these problems. In addition to encouraging innovation and creativity, strengthening copyright regulations guarantees that everyone involved—from producers to viewers—benefits equitably in the ever-changing global film business.

<sup>103</sup> IBID 68