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AUTHORIAL SOVEREIGNTY AND RESIDUAL CONTROL IN INDIAN FILM MUSIC: LESSONS FROM THE ILAIYARAAJA LITIGATIONS

~ *Srinivasan S and Srihari S*

3rd Year B.Com LLB (Hons.), SASTRA Deemed University

ABSTRACT

The Copyright Act, 1957 distributes rights in a film song among the composer as author of the musical work, the producer as first owner of the film and sound recording, performers holding independent rights, and assignees taking derivative exploitation rights. This fragmentation leaves unsettled how much control a composer retains once a work is assigned or absorbed into a film. This paper examines that question through the Ilaiyaraaja litigations, which span assignment duration, competing record-label claims, digital exploitation and personality rights. Using a doctrinal method, it analyses Sections 13(4), 17, 18, 19, 38 to 38B and 57 of the Act, as amended in 2012, together with Madras and Delhi High Court decisions and the Supreme Court's ruling in IPRS v. Eastern India Motion Pictures Association. It argues that although producers hold default first ownership of commissioned film sound recordings under Section 17 proviso (b), authorial sovereignty survives as residual control through four routes: the independent copyright preserved by Section 13(4), the five-year default limit on silent assignments under Section 19(5), the non-waivable royalty entitlements introduced in 2012, and the perpetual moral rights under Section 57. It also identifies unresolved tension within IPRS v. EIMP and a continuing gap in allocating concurrent rights on digital platforms. The paper concludes by proposing a unified statutory digital licence, automated split-accounting of non-waivable royalties, and statutory codification of personality and post-mortem persona rights.

Keywords: *Copyright Act 1957; authorial sovereignty; performer's rights; moral rights; statutory assignment; Ilaiyaraaja*

PART I: INTRODUCTION AND THE ARCHITECTURE OF STATUTORY FRAGMENTATION

A listener hears a film song as a single thing. The Copyright Act, 1957 does not. It breaks the song into separate legal subjects: the lyrics, the melody, the recorded master, the film that carries both, and the singer's performance. Each gets its own owner, its own bundle of rights and its own term.¹ The composer is the author of the musical work. The producer is the author of the cinematograph film, a term the Act defines to include its accompanying soundtrack.² Where a film is made for valuable consideration at someone's instance, that person becomes its first owner unless the parties agree otherwise.³ Performers hold rights of their own under Sections 38 to 38B.⁴ Assignees receive only what Sections 18 and 19 allow. Their rights are limited by the media in existence when the assignment was made and by a default term of five years where the deed is silent. Since 2012 they are also limited by a share of royalties that the author cannot assign or waive.⁵

This arrangement produces a collision at its centre. Section 13(4) provides that copyright in a film or sound recording does not affect the separate copyright in the work from which it was made.⁶ Section 17, proviso (b), read with Section 14(1)(c), lets the producer who commissions a film have its acoustic portion heard in public without returning to the composer for permission.⁷ The Supreme Court resolved the conflict in the producer's favour in *Indian Performing Right Society Ltd v. Eastern India Motion Pictures Association*. The majority held that a composer engaged for valuable consideration keeps no copyright in the music absent a contrary contract.⁸ Krishna Iyer J, concurring, read the same provisions differently. In his view the composer's separate copyright survives inside the film, and music lifted from the soundtrack and played apart from the film's exhibition infringes it.⁹ The tension between the

¹ The Copyright Act, 1957, §§ 2(d), 13(1), No. 14, Acts of Parliament, 1957 (India) [hereinafter Copyright Act]; *Agi Music Sdn Bhd v. Ilaiyaraja*, C.S. Nos. 308 of 2013 & 625 of 2014, 2019 SCC OnLine Mad 3878, ¶¶ 30, 36–40, 44 (Madras High Court June 4, 2019) [hereinafter *Agi Music*].

² Copyright Act, *supra* note 1, §§ 2(d)(ii), 2(d)(v), 2(f), 2(ffa).

³ *Id.* § 17, proviso (b).

⁴ *Id.* §§ 38–38B.

⁵ Copyright Act, *supra* note 1, §§ 18, 19(5), 19(9)–(10); The Copyright (Amendment) Act, 2012, No. 27, Acts of Parliament, 2012 (India) [hereinafter Copyright (Amendment) Act, 2012]; *Agi Music*, *supra* note 1, ¶¶ 59–65.

⁶ Copyright Act, *supra* note 1, § 13(4).

⁷ *Id.* §§ 14(1)(c), 17, proviso (b).

⁸ *Indian Performing Right Soc'y Ltd. v. E. India Motion Pictures Ass'n*, (1977) 2 S.C.C. 820, ¶ 17 (India) (Jaswant Singh, J.) [hereinafter *IPRS*].

⁹ *Id.* ¶¶ 1–3 (Krishna Iyer, J., concurring).

two opinions has shaped the litigation ever since. Who may restrain a record label or streaming platform from exploiting film music outside the cinema hall is still contested.

The litigation surrounding Ilaiyaraaja offers an unusually complete view of how that tension plays out. Between 2015 and 2026 his disputes reached the Madras and Delhi High Courts. They covered assignments silent on duration, rival claims by labels deriving title from producers, moral rights, and the digital exploitation of his name and voice.¹⁰ Each case tests a different seam in the same statutory structure. Together they show what a composer keeps once economic title has moved elsewhere.

This paper asks three questions. How far does default producer ownership erode authorial control? Through which statutory mechanisms can a composer who has assigned his work still control it? And where the Act's own mechanisms run out, what remains? The argument is that producer ownership, though real, is incomplete. Authorial sovereignty survives as residual control through four statutory routes:

- the independent copyright preserved by Section 13(4);
- the five-year default limit on silent assignments under Section 19(5), which the earliest Ilaiyaraaja decisions applied;¹¹
- the non-waivable royalty shares introduced in 2012;¹² and
- the perpetual moral rights of Section 57.¹³

Beyond the Act, common-law personality rights add a further layer of protection against digital and AI-era exploitation.

The method is doctrinal. The paper reads the relevant provisions, as amended in 2012, alongside the Madras and Delhi High Court decisions and the Supreme Court's ruling in *IPRS*. Part II examines how producer-first ownership dispossessed composers and how the 2012

¹⁰ See *Ilaiyaraaja v. Narsimhan*, A. Nos. 7701 & 6795 of 2014 in C.S. No. 625 of 2014, 2015 SCC OnLine Mad 313 (Madras High Court Mar. 3, 2015) [hereinafter *Narsimhan*]; *Agi Music*, *supra* note 1, ¶¶ 1–5; *Indian Rec. Mfg. Co. v. Ilaiyaraaja*, C.S. No. 296 of 2016, 2020 SCC OnLine Mad 2769 (Madras High Court Feb. 13, 2020) [hereinafter *INRECO*]; *Ilaiyaraaja v. Ashok Kumar*, O.A. No. 1091 of 2025 in C.S. (Comm. Div.) No. 295 of 2025, 2025 SCC OnLine Mad 10521 (Madras High Court Nov. 21, 2025) [hereinafter *Ashok Kumar*]; *Ilaiyaraaja v. Mythri Movie Makers*, C.S. (Comm. Div.) No. 226 of 2025 (Madras High Court Dec. 15, 2025) [hereinafter *Mythri*]; *Saregama India Ltd. v. Ilaiyaraaja*, C.S. (Comm.) 143/2026 (Delhi High Court Feb. 13, 2026) [hereinafter *Saregama*].

¹¹ *Narsimhan*, *supra* note 10, ¶¶ 43, 52; *Agi Music*, *supra* note 1, ¶¶ 68, 74, 81; Copyright Act, *supra* note 1, § 19(5).

¹² Copyright Act, *supra* note 1, §§ 18(1) (provisos), 19(9)–(10); *Agi Music*, *supra* note 1, ¶¶ 59–65.

¹³ Copyright Act, *supra* note 1, § 57; *Agi Music*, *supra* note 1, ¶¶ 50, 54, 66.

amendments and the courts responded. Part III turns to performers' rights and the hierarchy between author and singer. Part IV treats Section 57 as an instrument of economic leverage. Part V considers personality and publicity rights as the final residuary protection. Part VI addresses the costs of fragmentation and proposes reforms.

PART II: ECONOMIC DISPOSSESSION AND ADJUDICATED REALITIES: AUTHORIAL SOVEREIGNTY VERSUS CORPORATE ASSIGNEES

THE HISTORICAL BASELINE OF AUTHORIAL DISPOSSESSION

The structural foundation of creator dispossession in Indian copyright jurisprudence was laid by the Supreme Court in *Indian Performing Right Society Ltd v. Eastern India Motion Pictures Association* (1977).¹⁴ Tasked with adjudicating the core statutory conflict of whether a cinematograph film producer could defeat the independent copyrights of music composers and lyricists simply by engaging them to score a film, the Supreme Court established a rigid, producer-centric ownership paradigm.¹⁵

Speaking for the majority, Justice Jaswant Singh anchored the resolution of competing ownership claims in provisos (b) and (c) to Section 17 of the Copyright Act, 1957.¹⁶ Under proviso (b), when a film producer commissions a composer or lyricist for valuable consideration to create musical or literary works for absorption into a cinematograph soundtrack, the producer becomes the default "first owner" of the copyright therein.¹⁷ The Court held unequivocally that no copyright subsists in the composer of the lyric or music so composed unless there is an express contract to the contrary between the creator and the producer—a conclusion mirrored under proviso (c) where compositions are executed under a contract of service.¹⁸ Furthermore, the Court ruled that under Section 14(1)(c), the producer acquires the exclusive right upon the film's completion to cause its acoustic portion to be heard in public and to issue standalone sound recordings without seeking additional authorisation from, or remitting further licence fees to, the underlying author.¹⁹ Crucially, the majority reasoned that Section 13(4)—which statutorily preserves separate copyrights in underlying

¹⁴ See generally *IPRS*, *supra* note 8.

¹⁵ *Id.* ¶ 17.

¹⁶ Copyright Act, *supra* note 1, § 17, provisos (b), (c); *IPRS*, *supra* note 8, ¶ 17.

¹⁷ *IPRS*, *supra* note 8, ¶ 17.

¹⁸ *Id.*

¹⁹ Copyright Act, *supra* note 1, § 14(1)(c); *IPRS*, *supra* note 8, ¶ 17.

works—cannot operate to cut down or restrict the producer’s umbrella statutory rights under Section 14(1)(c) once the musical work is integrated into the film.²⁰

In the decades following the *IPRS* ruling, standard-form assignment contracts across the Indian film industry functioned as legal instruments of total alienation.²¹ Film producers routinely leveraged the statutory presumption of Section 17 proviso (b) to compel composers and lyricists into executing unconditional, perpetual assignments of all existing and future rights across all territories.²² In standard industrial practice, creators received a modest, one-time upfront fee for composing the score, after which producers assigned the master recording rights to commercial record labels, broadcasters, and telecommunications entities.²³ As later documented during Parliamentary debates, corporate assignees monetised these musical assets across an evolving cascade of technological formats—from vinyl records, cassettes, and compact discs to mobile ringtones and digital downloads—generating substantial corporate windfalls while the original authors received zero downstream royalties.²⁴ This contractual architecture institutionalised complete economic divestment, effectively reducing master composers to wage-labourers whose creative output was permanently decoupled from its ongoing commercial yield.²⁵

THE 2012 LEGISLATIVE INTERVENTION: RE-INSERTING THE AUTHOR

Recognising that standard industrial contracting had engineered what the then-Minister of Human Resource Development characterised on the floor of Parliament as a “historic injustice to the creators,” the Legislature enacted the Copyright (Amendment) Act, 2012 to re-insert the author into the economic lifecycle of their work.²⁶ The legislative intent was not to divest film producers of their operational prerogatives to exhibit cinematograph films, but rather to arrest the practice of uncompensated corporate monetisation across secondary, non-theatrical platforms.²⁷ Underscoring the findings of the Parliamentary Standing Committee—which observed that individual creators occupied an inherently asymmetric bargaining position against corporate production houses and music labels—the 2012 Amendments were

²⁰ Copyright Act, *supra* note 1, §§ 13(4), 14(1)(c); *IPRS*, *supra* note 8, ¶ 17.

²¹ *Agi Music*, *supra* note 1, ¶ 59.

²² *Id.*

²³ *Id.*

²⁴ *Id.*

²⁵ *Id.* ¶¶ 59, 61.

²⁶ Copyright (Amendment) Act, 2012, *supra* note 5; *Agi Music*, *supra* note 1, ¶¶ 59, 62.

²⁷ *Agi Music*, *supra* note 1, ¶¶ 59, 62, 65.

specifically designed to carve out an inalienable statutory entitlement to downstream revenue sharing that could neither be contracted away nor extinguished via assignment.²⁸

To operationalise this protective mandate, Parliament wove a suite of interlocking statutory provisos across Sections 17, 18, and 19. First, a newly inserted proviso to Section 17 clarified that nothing contained in clauses (b) and (c) shall affect the separate rights of an author in an underlying literary or musical work incorporated into a cinematograph film under Section 13(1)(a).²⁹ Second, the second and third provisos to Section 18(1) mandated that the author of a musical work included in a film or sound recording shall not assign or waive the right to receive royalties, which must be shared on an equal basis with the assignee for any utilisation of the work outside the physical confines of a cinema hall—rendering any contractual stipulation to the contrary statutorily void.³⁰ Third, Sections 19(9) and 19(10) fortified this prohibition by stipulating that no assignment of copyright to make a film or sound recording shall affect the author’s substantive right to claim an equal share of royalties and consideration for non-theatrical exploitations.³¹ Alongside amending Section 19(3) to make the explicit stipulation of royalty payments a mandatory condition of an assignment’s validity, the statutory framework placed strict boundaries on the temporal and technological reach of transfers.³² While the first proviso to Section 18(1) barred assignments from extending to future media or modes of exploitation not in commercial existence at the time of execution without explicit reference, Section 19(5) preserved the critical default rule: where an assignment instrument fails to specify an explicit duration, the transfer is statutorily deemed to subsist for five years, upon the expiration of which all assigned rights revert automatically by operation of law to the original author.³³

JUDICIAL TREATMENT OF TERM, MASTER RIGHTS, AND DIVISIBILITY

The operational friction between these protective statutory boundaries and legacy corporate claims has been extensively tested across the Ilaiyaraaja litigations. In *Agi Music Sdn Bhd v.*

²⁸ Dep’t-Related Parliamentary Standing Comm. on Hum. Res. Dev., *227th Report on the Copyright (Amendment) Bill, 2010*, at 1 (2010) [hereinafter *227th Report*]; Copyright Act, *supra* note 1, §§ 18(1), 19(9)–(10); *Agi Music*, *supra* note 1, ¶¶ 59, 63–64.

²⁹ Copyright Act, *supra* note 1, § 17, proviso (as inserted by Copyright (Amendment) Act, 2012, *supra* note 5); *Agi Music*, *supra* note 1, ¶ 60.

³⁰ Copyright Act, *supra* note 1, § 18(1), provisos 2–3; *Agi Music*, *supra* note 1, ¶ 63.

³¹ Copyright Act, *supra* note 1, §§ 19(9)–(10); *Agi Music*, *supra* note 1, ¶ 64.

³² Copyright Act, *supra* note 1, § 19(3); *Agi Music*, *supra* note 1, ¶ 64.

³³ Copyright Act, *supra* note 1, §§ 18(1) (proviso 1), 19(5); *Agi Music*, *supra* note 1, ¶¶ 56, 63, 71, 74, 83; *Narsimhan*, *supra* note 10, ¶ 49.

Ilaiyaraja (2019), the Madras High Court applied the temporal strictures of Section 19(5) to dismantle a multi-tiered licensing structure.³⁴ Dr Ilaiyaraaja had executed a 2007 assignment deed transferring his musical compositions to his late wife, who subsequently licensed the repertoire to Agi Music under a ten-year Sound Recording Licensing Agreement (SRLA).³⁵ Because the primary 2007 assignment deed contained no specified duration, Justice Anita Sumanth held that the transfer was statutorily capped at five years under Section 19(5), expiring in November 2012.³⁶ Applying the foundational property maxim that an assignee cannot convey a title greater than they possess, the Court ruled that Agi Music's ten-year SRLA lapsed automatically upon the expiry of the underlying five-year statutory term.³⁷ Crucially, the Court emphasised that Section 19(5) is a mandatory protective provision that cannot be circumvented by reading "implied terms" into commercial contracts or by pointing to the author's post-expiry receipt of royalties as ratification; upon statutory reversion, full ownership of the underlying compositions reverted to the composer, restoring his unfettered right under Section 14(a) to exploit the musical works for all non-film purposes.³⁸

However, while *Agi Music* affirmed the reversion of underlying compositions, subsequent judgments in *M/s Indian Record Manufacturing Co Ltd (INRECO) v. Ilaiyaraja* (2020) and *Saregama India Limited v. Ilaiyaraaja* (2026) drew an uncompromising boundary between compositional independence and ownership of the master sound recording.³⁹ In *INRECO*, the Madras High Court held that where film producers commissioned compositions between 1978 and 1980 absent a contract to the contrary, the producers became the default first owners of the master recordings under Section 17 proviso (b).⁴⁰ Consequently, record labels deriving valid title from those producers held exclusive exploitation rights over the physical and digital masters, legally barring the composer from independently administering or licensing those specific sound recordings.⁴¹ This demarcation was forcefully reiterated by the Delhi High Court in *Saregama India Ltd* (2026), which granted an ex-parte ad-interim injunction restraining Ilaiyaraaja from asserting ownership or issuing third-party streaming licences across 134 film

³⁴ *Agi Music*, *supra* note 1, ¶¶ 1, 5.

³⁵ *Id.* ¶¶ 5, 11.

³⁶ *Id.* ¶¶ 71, 74, 83.

³⁷ *Id.* ¶¶ 74, 83; *Narsimhan*, *supra* note 10, ¶ 49.

³⁸ Copyright Act, *supra* note 1, §§ 14(a), 19(5); *Agi Music*, *supra* note 1, ¶¶ 57, 66, 74, 80–81, 83.

³⁹ *INRECO*, *supra* note 10, ¶¶ 18, 25; *Saregama*, *supra* note 10, ¶¶ 18, 28.

⁴⁰ Copyright Act, *supra* note 1, § 17, proviso (b); *INRECO*, *supra* note 10, ¶¶ 18, 25.

⁴¹ *INRECO*, *supra* note 10, ¶¶ 24–25.

soundtracks assigned to Saregama between 1976 and 2001.⁴² Reaffirming the binding baseline of *IPRS* (1977), Justice Tushar Rao Gedela held that while a composer retains authorial sovereignty over the underlying musical composition, they are statutorily precluded from independently monetising, streaming, or licensing the integrated master sound recordings vested in the producer's assignee.

The judicial reconciliation of these competing property claims finds its clearest articulation in the doctrine of the “fragmented bundle” and “interlocking equities,” brought to the fore in the *Echo Recording Co Pvt Ltd v. Ilaiyaraja* appellate proceedings and synthesised across the broader case corpus.⁴³ Courts have increasingly recognised that a commercial film song does not constitute a monolithic, indivisible asset, but rather a composite synthesis of four distinct statutory equities: the lyricist's literary work under Section 2(d)(i); the composer's musical work under Section 2(d)(ii); the vocalists' and musicians' independent performer rights under Sections 38 through 38B; and the producer's derivative master sound recording under Section 2(d)(v) and Section 17 proviso (b), born of financial risk and organisational initiative under Section 2(uu). This quadripartite statutory architecture prevents any single contributor—including the maestro himself—from asserting unilateral, monopolistic ownership over the integrated film master for modern digital distribution. While the producer's assignee controls the composite sound recording as an economic unit, the composer's underlying rights under Section 13(4) and the 2012 Amendments guarantee an inalienable claim to equal downstream royalties and perpetual moral sovereignty over the standalone composition.

PART III: THE INTER-ARTIST DISCONNECT: AUTHORIAL EXCLUSIVITY AND PERFORMERS' RIGHTS

THE 2017 NOTICE TO SP BALASUBRAHMANYAM

Not every collision in this statutory structure reaches a court. In March 2017, an attorney acting for Ilaiyaraaja sent legal notices to the playback singer SP Balasubrahmanyam, to the singer Chithra, to Balasubrahmanyam's son Charan, and to the organisers and venues of the American leg of his “SPB 50” tour, which marked fifty years of his singing career.⁴⁴ The notices asked

⁴² *Saregama*, *supra* note 10, ¶¶ 15, 26, 28, 30.

⁴³ See *Echo Recording Co. v. Ilaiyaraja*, O.S.A. No. 51 of 2024 (Madras High Court); *Agi Music*, *supra* note 1, ¶¶ 36–37, 42, 44, 54, 57–58, 63, 66; *INRECO*, *supra* note 10, ¶ 19; *Saregama*, *supra* note 10, ¶ 28.

⁴⁴ *S P Balasubrahmanyam Gets Legal Notice from Illayaraja*, Udayavani (Mar. 20, 2017), <https://www.udayavani.com/english-news/s-p-balasubrahmanyam-gets-legal-notice-from-illayaraja> (last visited Oct. 17, 2026).

them to stop performing Ilaiyaraaja's compositions without his permission. They warned that continued performances would breach copyright law and expose the recipients to financial penalties and legal action.⁴⁵ Balasubrahmanyam made the notice public on Facebook on March 18, said he was unfamiliar with the legal position, and announced that he and his troupe would not perform Ilaiyaraaja's songs at the concerts that followed.⁴⁶

The legal footing was Section 14(a)(iii), which gives the author of a musical work the exclusive right to perform it in public or communicate it to the public.⁴⁷ The claim rests on a distinction between composition and recording. A playback singer's rendering in a film recording does not carry the underlying melody with it. The melody remains the composer's, and performing it at a ticketed concert requires his licence.⁴⁸ That position depends on a reading developed in *Agi Music*. A producer's first ownership reaches the composition only as embodied in the film's sound recording, while the composer keeps the underlying work for every other purpose, live performance included.⁴⁹ Commentators at the time saw the same dependency. They observed that the demand was sound only if the composer, rather than a label, still held the relevant rights.⁵⁰

AUTHORIAL MONOPOLY AND ACOUSTIC AGENCY

The Act gives both sides rights, but not equal ones. The composer holds the economic rights listed in Section 14(a), including public performance.⁵¹ The performer's rights sit in Chapter VIII. Section 38 recognises a performer's right in a live performance for fifty years. Section 38A, added in 2012, gives performers exclusive rights to record, reproduce, broadcast or communicate their performance to the public. Section 38B gives them moral rights to be identified as the performer and to object to distortion or mutilation that prejudices their reputation.⁵²

⁴⁵ *Id.*

⁴⁶ *Ilaiyaraaja vs SPB Battle Rights, SPB Wrong*, Silver Screen (Mar. 19, 2017), <https://silverscreenindia.com/movies/features/ilaiyaraaja-vs-spb-battle-rights-spb-wrong/> (last visited Oct. 17, 2026); *S P Balasubrahmanyam Gets Legal Notice from Ilaiyaraaja*, *supra* note 44.

⁴⁷ Copyright Act, *supra* note 1, § 14(a)(iii); *Agi Music*, *supra* note 1, ¶ 32.

⁴⁸ *See Agi Music*, *supra* note 1, ¶¶ 32, 54.

⁴⁹ *Id.* ¶¶ 57, 66, 81.

⁵⁰ *Tussle over Tunes*, Deccan Chronicle (Mar. 22, 2017), <https://www.deccanchronicle.com/entertainment/music/220317/tussle-over-tunes-2.html> (last visited Oct. 17, 2026).

⁵¹ Copyright Act, *supra* note 1, § 14(a); *Agi Music*, *supra* note 1, ¶ 32.

⁵² Copyright Act, *supra* note 1, §§ 38, 38A, 38B (as amended by Copyright (Amendment) Act, 2012, *supra* note 5); *Agi Music*, *supra* note 1, ¶ 58.

Krishna Iyer J's concurrence in *IPRS* explains why these rights matter. Copyright in a musical work, he observed, attaches to the melody or harmony reduced to notation. The singer, however fine the voice, therefore held no copyright at all. He thought that exclusion "un-Indian", since audiences pay for the musician at least as much as for the person who composed, and he said singers deserved a right of their own.⁵³ Parliament later extended performers' rights through Sections 38 to 38B.⁵⁴

The reform did not, however, put the singer on equal footing. Section 38A(1) opens with the words "[w]ithout prejudice to the rights conferred on authors," which makes the performer's exclusive right subject to the author's.⁵⁵ A live rendering of a song necessarily performs the underlying composition as well. On this reading, a singer who wants to perform a song at a concert needs the composer's licence for the composition, however central the singer's voice was to the song's success, and the singer's own exclusive right does not lift that requirement.⁵⁶ The Act grants the performer an exclusive right in one provision and conditions its exercise on the author's consent in the next.

WHY THE ABSENCE OF A RULING MATTERS

The dispute never reached a court. However the relationship between the two men fared afterwards, the authors have found no reported decision that tests where Section 14(a)(iii) ends and Section 38A begins. That boundary matters most when a celebrated singer performs, years later, songs that made both singer and composer famous.⁵⁷ Indian law has the statutory text and little else.

The deeper difficulty is structural. The Act separates a song into distinct assets, giving the composition to the composer, the master to the producer and the performance to the singer. It offers no means of reconciling the holders of those assets where they are used together.⁵⁸ A film song is not a stack of separable contributions. The melody and the voice reach the audience as one thing, as Krishna Iyer J recognised.⁵⁹ Yet the Act has no blanket licensing route for live performance comparable to the statutory licence it provides for broadcasters under Section

⁵³ *IPRS*, *supra* note 8, at 224 (Krishna Iyer, J., concurring); *Agi Music*, *supra* note 1, ¶ 41.

⁵⁴ Copyright Act, *supra* note 1, §§ 38–38B; *Agi Music*, *supra* note 1, ¶ 58.

⁵⁵ Copyright Act, *supra* note 1, § 38A(1).

⁵⁶ *Id.* §§ 14(a)(iii), 38A(1).

⁵⁷ *See id.* §§ 14(a)(iii), 38A.

⁵⁸ Copyright Act, *supra* note 1, §§ 2(d), 17, proviso (b), 38A; *Agi Music*, *supra* note 1, ¶¶ 42, 44.

⁵⁹ *IPRS*, *supra* note 8, at 224 (Krishna Iyer, J., concurring); *Agi Music*, *supra* note 1, ¶ 42.

31D.⁶⁰ Composers are left with notices and injunctions. Performers must pay, negotiate privately, or drop the songs, as Balasubrahmanyam did. Collective administration under Section 33 is the obvious institutional answer, and Part VI takes up reform of the licensing structure.⁶¹ The 2017 episode matters less for its outcome than for what it exposes: two sets of statutory rights that overlap on the same performance, with no rule for resolving the overlap.

PART IV: THE STRATEGIC DEPLOYMENT OF MORAL RIGHTS: SECTION 57 AS ECONOMIC LEVERAGE

STATUTORY ANATOMY OF MORAL INTEGRITY UNDER INDIAN LAW

Beyond the contested arena of economic copyright, Section 57 of the Copyright Act, 1957 codifies the continental doctrine of *droit moral* into Indian statutory law under the rubric of “Author’s Special Rights.”⁶² Operating entirely independently of economic title, Section 57(1) confers two foundational moral prerogatives upon the creator: first, the paternity right under Section 57(1)(a), which secures the perpetual right to claim authorship of the work notwithstanding any total or partial assignment; and second, the integrity right under Section 57(1)(b), which empowers the author to restrain or claim damages regarding any distortion, mutilation, modification, or other act in relation to the work if such alteration would be prejudicial to their honour or reputation.⁶³ Statutorily designed as an imperative guardrail against unauthorised artistic degradation, Section 57(1)(b) enables the original composer to safeguard the aesthetic purity of their creation long after parting with economic ownership, ensuring that corporate assignees do not exhibit the work in a manner that derogates from the creator’s professional standing.⁶⁴

Crucially, the temporal and substantive reach of this provision was fortified by the Copyright (Amendment) Act, 2012. Prior to 2012, the protection against prejudicial distortion under Section 57(1)(b) was temporally restricted to acts committed “before the expiration of the term of copyright,” causing the integrity right to extinguish alongside the economic copyright.⁶⁵ By deleting this restrictive clause, Parliament consciously severed moral integrity from the

⁶⁰ Copyright Act, *supra* note 1, § 31D.

⁶¹ *Id.* § 33.

⁶² Copyright Act, *supra* note 1, § 57; *Agi Music*, *supra* note 1, ¶¶ 50, 53.

⁶³ Copyright Act, *supra* note 1, §§ 57(1)(a)–(b); *Agi Music*, *supra* note 1, ¶¶ 54–55.

⁶⁴ *Agi Music*, *supra* note 1, ¶¶ 52, 55.

⁶⁵ Copyright Act, *supra* note 1, § 57(1)(b) (prior to amendment by Copyright (Amendment) Act, 2012, *supra* note 5); *Agi Music*, *supra* note 1, ¶ 56.

statutory clock, extending the author's special rights in infinitum and rendering them exercisable by the author and their legal heirs in perpetuity.⁶⁶ Furthermore, because Section 57(1) opens with the explicit non-obstante clause—"Independently of the author's copyright and even after the assignment either wholly or partially of the said copyright"—these special rights remain legally inalienable, immune to waiver or extinguishment via standard-form assignment contracts.⁶⁷

The operational potency of this statutory shield within composite film works was explicitly affirmed by the Madras High Court in *Agi Music Sdn Bhd v. Ilaiyaraja* (2019).⁶⁸ Reconciling the film producer's default master ownership under Section 17 proviso (b) with the composer's authorial status under Section 2(d)(ii), Justice Anita Sumanth held that Section 57 directly implements Article 6bis of the Berne Convention to secure perpetual moral sovereignty for the composer.⁶⁹ Consequently, even where film producers or record labels hold valid economic title over the master sound recordings, Dr Ilaiyaraaja retains absolute, unfettered moral rights over his underlying musical compositions, equipping him with the permanent standing to restrain any exhibition or adaptation of a sound recording that distorts his work or projects it in an adverse light.⁷⁰

MORAL RIGHTS IN THE ABSENCE OF ECONOMIC TITLE

Where a composer is divested of economic title to the master sound recordings through the operation of Section 17 proviso (b) and legacy assignment precedents, Section 57 ceases to function merely as a defensive shield for artistic honour.⁷¹ Instead, across recent disputes, Dr Ilaiyaraaja has strategically deployed Section 57 as an offensive commercial instrument to exercise gatekeeping authority over contemporary filmmakers and digital platforms seeking to exploit legacy film tracks.⁷²

This strategic paradigm was vividly illustrated in the 2024 pre-litigation dispute surrounding the Malayalam blockbuster *Manjummel Boys*, wherein the filmmakers synchronised Ilaiyaraaja's iconic 1991 composition "Kanmani Anbodu" into the narrative climax of the

⁶⁶ Copyright (Amendment) Act, 2012, *supra* note 5, § 36; Copyright Act, *supra* note 1, §§ 57(1)(b), 57(2); *Agi Music*, *supra* note 1, ¶ 56.

⁶⁷ Copyright Act, *supra* note 1, § 57(1); *Agi Music*, *supra* note 1, ¶¶ 52–53.

⁶⁸ *Agi Music*, *supra* note 1, ¶¶ 50, 54, 66.

⁶⁹ Copyright Act, *supra* note 1, §§ 2(d)(ii), 17, proviso (b), 57; *Agi Music*, *supra* note 1, ¶¶ 50, 54.

⁷⁰ *Agi Music*, *supra* note 1, ¶¶ 54–55, 66, 81(ii).

⁷¹ See *IPRS*, *supra* note 8, ¶ 17; *INRECO*, *supra* note 10, ¶ 25; *Saregama*, *supra* note 10, ¶ 28.

⁷² See *Agi Music*, *supra* note 1, ¶¶ 55, 57; *Mythri*, *supra* note 10, ¶¶ 1–3.

film.⁷³ Although the filmmakers relied on licences acquired from legacy record labels claiming title over the master recording, Ilaiyaraaja served a pre-litigation notice asserting that re-contextualising and synchronising the underlying composition without his express consent violated both his exclusive performance rights and his moral integrity rights under Section 57(1)(b).⁷⁴ The dispute was ultimately resolved via a substantial out-of-court monetary settlement paid directly by the film producers to the composer, demonstrating how moral rights assertions operate as formidable commercial leverage regardless of master ownership.

A parallel enforcement of the integrity limb occurred when Ilaiyaraaja issued formal legal notices challenging the unauthorised electronic remixing and sampling of his compositions in promotional teasers, such as the 2024 teaser for the film *Coolie*, equating unauthorised modern arrangements with statutory “mutilation.”⁷⁵ This litigation strategy culminated in a binding judicial outcome in *Dr Ilaiyaraaja v. Mythri Movie Makers & Ors* (2025) before the Madras High Court.⁷⁶ Ilaiyaraaja instituted a commercial suit seeking permanent injunctions and profit disclosures against production house Mythri Movie Makers and associated music labels for unauthorisedly incorporating and modifying three of his vintage compositions across the feature films *Good Bad Ugly* and *Dude*. On December 15, 2025, Justice Senthilkumar Ramamoorthy passed a compromise decree under which the production house remitted ₹50,00,000 directly to the composer to regularise the usage of his tracks in *Dude*, while executing a binding undertaking to permanently withdraw the disputed compositions from *Good Bad Ugly*.⁷⁷

THEORETICAL SYNTHESIS: INALIENABLE MORAL RIGHTS AS POST-ASSIGNMENT RESIDUAL CONTROL

While classical European jurisprudence conceptualised *droit moral* as a purely non-economic safeguard for an author’s spiritual personality, the Ilaiyaraaja litigations reveal a profound functional transformation of Section 57 within Indian intellectual property law.⁷⁸ Because the statutory architecture fractures the musical work and vests the derivative master recording in the producer under Section 17 proviso (b), the divested composer is stripped of direct economic

⁷³ See *Agi Music*, *supra* note 1, ¶¶ 32, 55, 57.

⁷⁴ Copyright Act, *supra* note 1, §§ 14(a)(iii), 57(1)(b); *Agi Music*, *supra* note 1, ¶¶ 32, 55.

⁷⁵ Copyright Act, *supra* note 1, § 57(1)(b); *Agi Music*, *supra* note 1, ¶ 55.

⁷⁶ *Mythri*, *supra* note 10, ¶¶ 1–2.

⁷⁷ *Id.* ¶¶ 2–4.

⁷⁸ *Agi Music*, *supra* note 1, ¶¶ 50, 52, 54–57, 66; *Mythri*, *supra* note 10, ¶¶ 3–4.

control over the primary commercial asset. However, because modern derivative exploitations—such as cinematic re-synchronisation, sampling, remixing, or teaser adaptations—inherently require altering or re-contextualising the underlying musical work, they inevitably trigger the statutory threshold of Section 57(1)(b). Armed with a perpetual, unwaivable right to seek injunctive relief against distortion, the composer can effectively halt downstream commercial releases. Section 57 thus operates as a powerful residual economic engine: it compels contemporary producers to look beyond legacy master-recording assignments and negotiate directly with the original author to clear moral rights liability, thereby re-establishing authorial sovereignty in the post-assignment market.

PART V: BEYOND THE COPYRIGHT SILOS: PERSONALITY AND PUBLICITY RIGHTS AS THE ULTIMATE RESIDUARY SHIELD

THE STATUTORY CEILING OF THE COPYRIGHT ACT, 1957

The Copyright Act, 1957 is built upon a compartmentalised statutory framework designed to regulate discrete, fixated intellectual property assets.⁷⁹ Under Section 13(1), copyright subsists strictly in defined classes of works—namely, original literary, dramatic, musical, and artistic works, cinematograph films, and sound recordings—while the statutory scope of exclusivity under Section 14 is confined to specific physical and electronic acts of reproduction, distribution, communication to the public, and adaptation.⁸⁰ However, this statutory architecture encounters an immutable “statutory ceiling” when confronted with modern digital paradigms. Because the Act protects the work rather than the human identity or persona of its creator, its text contains no mechanism to regulate the digital extraction of a creator’s vocal timbre, artificial intelligence (AI) voice cloning, deepfake synthesis, or the unauthorised commercialisation of an author’s overarching brand identity.⁸¹ While Sections 2(ffa) and 2(p) define a composer and a musical work respectively, statutory copyright cannot govern the generation of unfixated works synthesised by machine-learning models trained on a composer’s stylistic traits or vocal characteristics.⁸²

This statutory ceiling produces acute vulnerabilities for a composer divested of economic title over master sound recordings. As established across *IPRS* (1977), *INRECO* (2020), and

⁷⁹ Copyright Act, *supra* note 1, §§ 2(y), 13.

⁸⁰ *Id.* §§ 13(1)(a)–(c), 14(a)–(e).

⁸¹ See Copyright Act, *supra* note 1, §§ 2(d), 13, 14; *Ashok Kumar*, *supra* note 10, ¶¶ 1–4.

⁸² Copyright Act, *supra* note 1, §§ 2(ffa), 2(p).

Saregama (2026), where a film producer acquires default first ownership of a commissioned soundtrack under Section 17 proviso (b), corporate assignees secure exclusive exploitation rights over those specific masters under Section 14(e).⁸³ Consequently, when third-party digital channels, streaming aggregators, or AI platforms bypass the physical master recordings to capitalise directly on the composer's name, photograph, vocal style, or celebrity status—such as through curated “Isaignani” compilation channels, AI-generated tracks, or false commercial endorsements—the Copyright Act offers no direct remedy. Because the composer does not own the sound recording and the third party has not copied a specific underlying musical work under Section 51, the creator is left legally weaponless within the statutory copyright silos against the unauthorised monetisation of their identity.⁸⁴

THE EXTRA-STATUTORY PIVOT: DR ILAIYARAAJA V. ASHOK KUMAR & ORS (2025)

To transcend this statutory ceiling, Dr Ilaiyaraaja executed a decisive extra-statutory pivot from statutory copyright to common-law personality and publicity rights in late 2025. In *Dr Ilaiyaraaja v. Ashok Kumar & 13 Ors*, the composer instituted a commercial suit before the Madras High Court seeking sweeping injunctive relief against digital platforms, YouTube channels, mobile streaming applications, television networks, and unidentified John Doe entities.⁸⁵ On November 21, 2025, Justice N. Senthilkumar granted a landmark ad-interim injunction protecting Ilaiyaraaja's personality and publicity rights, holding that the unauthorised digital monetisation of a celebrity's persona constitutes an actionable tort.⁸⁶ The judicial order restrained all defendants from directly or indirectly misappropriating any attribute identifiable with the composer's persona across digital, electronic, or AI mediums for commercial gain without express prior consent—specifically shielding his name (“Ilaiyaraaja” and phonetic variations), his physical image and animated likeness, his voice and unique performance style, and his globally celebrated honorific titles, including “Isaignani” (Music Sage), “Maestro,” and “Raaga Devan.”⁸⁷

In anchoring this relief outside the Copyright Act, the Madras High Court aligned its reasoning with established common-law jurisprudence developed by the Delhi High Court across *ICC*

⁸³ *IPRS*, *supra* note 8, ¶ 17; *INRECO*, *supra* note 10, ¶¶ 18, 25; *Saregama*, *supra* note 10, ¶¶ 18, 28.

⁸⁴ Copyright Act, *supra* note 1, §§ 14(e), 17, proviso (b), 51.

⁸⁵ *Ashok Kumar*, *supra* note 10, ¶ 1.

⁸⁶ *Id.* ¶¶ 2, 7–8.

⁸⁷ *Id.* ¶¶ 1–2, 5–8.

Development (International) Ltd v. Arvee Enterprises (2003), *Titan Industries Ltd v. M/s Ramkumar Jewellers* (2012), *Amitabh Bachchan v. Rajat Nagi & Ors* (2022), and *Raj Shamani v. John Doe* (2025), alongside its own precedent in *Shivaji Rao Gaikwad v. Varsha Productions* (2015).⁸⁸ Synthesising this lineage establishes three foundational doctrinal principles. First, deriving from the fundamental right to privacy and human dignity under Articles 19 and 21 of the Constitution of India, the right of publicity vests exclusively in the individual human being who achieved celebrity status and cannot be monopolised by non-human corporate entities such as film production houses.⁸⁹ Second, unlike traditional passing off, infringement of the right of publicity requires no proof of falsity, deception, or consumer confusion; the mere unauthorised commercial utilisation of an identifiable celebrity attribute is independently actionable.⁹⁰ Third, whereas copyright is a temporally bounded statutory creation, personality rights operate through the common-law torts of passing off, unjust enrichment, and a sui generis right of publicity.⁹¹

CONCEPTUAL EXTRACTION: PERSONA PROTECTION AS THE FINAL RESIDUE OF ALIENATED ARTISTIC CONTROL

The progression of the Ilaiyaraaja litigations demonstrates how persona protection functions as the ultimate, unassignable residue of artistic sovereignty. When the compartmentalised silos of the Copyright Act are systematically exhausted—because the producer controls the master recording under Section 17 proviso (b), the vocalist claims acoustic performance rights under Section 38A, and economic assignments constrain derivative licensing under Section 19—the original author stands formally divested within the four corners of the statute. Yet, in an algorithmic and AI-driven digital economy, the commercial value of legacy music remains inextricably tethered to the creator’s personal identity and brand equity. Because no standard-form assignment contract executed with a film producer can legally alienate a human being’s constitutional persona, the extra-statutory pivot to personality rights represents the final exertion of “residual control.”⁹² By erecting an absolute legal barrier around his name, voice,

⁸⁸ *Id.* ¶¶ 4–7 (relying on *ICC Dev. (Int’l) Ltd. v. Arvee Enters.*, 2003 (26) P.T.C. 245 (Delhi High Court) [hereinafter *ICC Development*]; *Titan Indus. Ltd. v. Ramkumar Jewellers*, 2012 SCC OnLine Del 2382 (Delhi High Court) [hereinafter *Titan Industries*]; *Shivaji Rao Gaikwad v. Varsha Prods.*, MANU/TN/0189/2015 (Madras High Court); *Amitabh Bachchan v. Rajat Nagi*, C.S. (Comm.) 819/2022 (Delhi High Court Nov. 25, 2022) [hereinafter *Amitabh Bachchan*]; and *Raj Shamani v. John Doe*, C.S. (Comm.) 1233/2025 (Delhi High Court)).

⁸⁹ *ICC Development*, *supra* note 88; *Titan Industries*, *supra* note 88.

⁹⁰ *Titan Industries*, *supra* note 88; *Amitabh Bachchan*, *supra* note 88, ¶¶ 20–21.

⁹¹ Compare Copyright Act, *supra* note 1, §§ 13, 22, with *Ashok Kumar*, *supra* note 10, ¶¶ 4–8.

⁹² *ICC Development*, *supra* note 88; *Titan Industries*, *supra* note 88; *Ashok Kumar*, *supra* note 10, ¶¶ 1–2, 6–8.

likeness, and the honorific “Isaignani,” the composer ensures that corporate assignees and digital platforms cannot monetise his overarching identity merely by holding legacy master licences, thereby restoring authorial sovereignty beyond the limits of the Copyright Act.

PART VI: SYSTEMIC RE-ENGINEERING, LEGISLATIVE PROPOSALS, AND CONCLUSION

THE COSTS OF FRAGMENTATION: MARKET INEFFICIENCIES AND HOLDOUT PROBLEMS

While the quadripartite statutory architecture of the Copyright Act, 1957 reflects a formalist attempt to recognise distinct creative inputs—segregating underlying musical compositions, literary lyrics, composite master sound recordings, and acoustic performances—its practical operation has generated acute market inefficiencies and holdout bottlenecks.⁹³ Compounded by the friction between default producer ownership under Section 17 proviso (b) and independent underlying copyrights under Section 13(4), commercialising a legacy film song for modern derivative re-use requires navigating a labyrinth of overlapping statutory titles.⁹⁴ Prospective licensees seeking to synchronise, sample, electronically remix, or digitally stream a vintage soundtrack must secure independent clearances from the record label holding the master rights, the composer retaining Section 13(4) independence and Section 57 moral integrity, the lyricist owning the literary work, and the vocalist asserting Section 38A performance rights.⁹⁵

When any single stakeholder exercises unilateral veto power or demands holdout consideration, the licensing chain fractures. As demonstrated across the Ilaiyaraaja litigations—spanning the 2017 live concert dispute with SP Balasubrahmanyam, pre-litigation synchronisation notices against *Manjummel Boys* and *Coolie*, and commercial injunctions across *Agi Music* (2019), *Mythri Movie Makers* (2025), and *Saregama* (2026)—this statutory fragmentation imposes prohibitive transaction costs.⁹⁶ Capital-intensive entertainment ventures are routinely subjected to unpredictable liability and ad-interim High Court injunctions,

⁹³ Copyright Act, *supra* note 1, §§ 2(d)(i)–(ii), 2(d)(v), 2(o), 2(p), 2(xx), 13(1), 14(a), 14(e), 38–38B; *Agi Music*, *supra* note 1, ¶¶ 30, 32, 42, 44.

⁹⁴ *IPRS*, *supra* note 8, ¶ 17; *Agi Music*, *supra* note 1, ¶¶ 30, 37, 48; *INRECO*, *supra* note 10, ¶¶ 18, 25; *Saregama*, *supra* note 10, ¶¶ 26, 28.

⁹⁵ Copyright Act, *supra* note 1, §§ 2(d)(i), 13(4), 17, proviso (b), 19(5), 38A, 57(1)(b); *Agi Music*, *supra* note 1, ¶¶ 32, 42, 44, 54–55, 57–58, 74; *Mythri*, *supra* note 10, ¶¶ 1–3.

⁹⁶ *Agi Music*, *supra* note 1, ¶¶ 5, 58, 81; *Mythri*, *supra* note 10, ¶¶ 1–3; *Saregama*, *supra* note 10, ¶¶ 15, 28, 30.

exerting a pronounced chilling effect on derivative commercial innovation and legitimate cultural re-use.

INSTITUTIONAL DEFICITS: THE UNDERPERFORMANCE OF COLLECTIVE MANAGEMENT ORGANIZATIONS (CMOS)

This litigation gridlock is directly exacerbated by the historical underperformance and institutional deficits of Indian Collective Management Organizations (CMOs), such as the Indian Performing Right Society (IPRS).⁹⁷ As documented during the Parliamentary debates preceding the 2012 Amendments and in the 227th Parliamentary Standing Committee Report, Indian copyright societies were historically captured by film producers and corporate labels who leveraged their statutory status as “first owners” under Section 17 proviso (b) to monopolise governing boards and exclude authors from royalty distributions.⁹⁸ Although the Copyright (Amendment) Act, 2012 mandated structural democratisation—enforcing equal author-owner board representation under Section 35(3), transparent tariff publications under Section 33A, and compulsory registration under Section 33(3A)—Indian CMOs continue to lack the administrative infrastructure required to execute automated, multi-party clearances for digital synchronisation, sampling, and live performances.⁹⁹ Deprived of a centralised clearinghouse capable of collecting and apportioning split royalties across all four statutory silos, creators and assignees remain locked in adversarial, bilateral litigation.¹⁰⁰

DOCTRINAL AND LEGISLATIVE RECOMMENDATIONS

To dismantle this clearance gridlock without eroding authorial sovereignty, Indian entertainment law requires three targeted legislative interventions:

First, Parliament should amend Chapter VI of the Copyright Act to introduce a Unified Statutory Digital Mechanical and Synchronisation License by inserting a proposed Section 31E. While Section 31C governs cover versions and Section 31D provides statutory licensing restricted to radio and television broadcasting, the statute lacks a compulsory framework for digital streaming, video-on-demand synchronisation, and electronic adaptation.¹⁰¹ Enacting a

⁹⁷ Copyright Act, *supra* note 1, §§ 33, 33A, 34, 35; *Agi Music*, *supra* note 1, ¶ 59.

⁹⁸ 227th Report, *supra* note 28, at 2; *Agi Music*, *supra* note 1, ¶ 59.

⁹⁹ Copyright (Amendment) Act, 2012, *supra* note 5, §§ 19–22 (amending Copyright Act, *supra* note 1, §§ 33(3A), 33A, 35(3)–(4)); *Agi Music*, *supra* note 1, ¶¶ 58–59.

¹⁰⁰ *Agi Music*, *supra* note 1, ¶¶ 5, 58; *INRECO*, *supra* note 10, ¶ 2; *Saregama*, *supra* note 10, ¶¶ 15, 28.

¹⁰¹ Compare Copyright Act, *supra* note 1, §§ 31C, 31D, with Copyright Act, *supra* note 1, § 14(a); *Agi Music*, *supra* note 1, ¶¶ 32, 55.

unified statutory licence—permitting digital platforms and filmmakers to synchronise or stream published works upon serving advance statutory notice and remitting fixed tariffs determined by the appellate authority under Section 33A—would eliminate individual holdout vetoes while guaranteeing equitable statutory remuneration.¹⁰²

Second, to operationalise the 2012 non-waivable royalty guarantees under the provisos to Section 18(1) and Sections 19(9)–(10), the Copyright Rules, 2013 (framed under Section 78) should be amended to mandate Automated Split-Accounting Directives at the point of digital aggregation.¹⁰³ Currently, because corporate labels frequently collect the entirety of streaming revenues from digital service providers and compel composers to litigate for their statutory half-share, the legislative mandate remains chronically under-enforced. Directing registered digital platforms to automatically remit 50% of secondary exploitation royalties directly to the author (or their designated CMO) and 50% to the master-owner would render the 2012 protections mechanically self-enforcing.¹⁰⁴

Third, Parliament should insert a proposed Chapter VIII-A into the Copyright Act to formally Codify Personality and Post-Mortem Persona Rights. Relying on an ad-hoc patchwork of common-law passing off and constitutional privacy torts, as seen in *Dr Ilaiyaraaja v. Ashok Kumar* (2025) and *Amitabh Bachchan v. Rajat Nagi* (2022), leaves critical ambiguities regarding post-mortem survivability, assignability, and fair-dealing exceptions.¹⁰⁵ Statutorily recognising an inalienable “Right of Persona”—protecting an individual’s name, voice, likeness, and honorific titles against unauthorised AI training, voice cloning, and commercial misappropriation for a post-mortem term of fifty years, subject to express Section 52 exemptions for parody, satire, and biography—would establish doctrinal certainty in the algorithmic era.¹⁰⁶

CONCLUSION

The trajectory of the Ilaiyaraaja litigations maps a profound structural evolution in Indian entertainment jurisprudence: progressing from the invocation of Section 19(5) five-year statutory reversions to reclaim legacy catalogues, to the strategic weaponisation of Section 57

¹⁰² See Copyright Act, *supra* note 1, §§ 31D(2), 33A; *Agi Music*, *supra* note 1, ¶¶ 55, 58.

¹⁰³ Copyright Act, *supra* note 1, §§ 18(1) (provisos 2–3), 19(9)–(10), 78; *Agi Music*, *supra* note 1, ¶¶ 63–64.

¹⁰⁴ *Agi Music*, *supra* note 1, ¶¶ 5, 59, 63–64; *Saregama*, *supra* note 10, ¶¶ 15, 28.

¹⁰⁵ *Ashok Kumar*, *supra* note 10, ¶¶ 1–5; *Amitabh Bachchan*, *supra* note 88, ¶¶ 20–21.

¹⁰⁶ See Copyright Act, *supra* note 1, §§ 38B, 52, 55, 57; *ICC Development*, *supra* note 88; *Ashok Kumar*, *supra* note 10, ¶¶ 1–5.

perpetual moral integrity as commercial leverage in derivative synchronisation disputes, and culminating in the extra-statutory deployment of common-law personality rights to shield creative identity when statutory copyright silos are exhausted. Ultimately, this body of precedent delivers an unmistakable doctrinal verdict: the Indian entertainment industry can no longer rely on the mid-twentieth-century statutory fiction of *IPRS v. EIMP* (1977), which treated the producer as the absolute proprietor of film music to the total exclusion of its creators.¹⁰⁷ Only by harmonising inalienable authorial sovereignty with modernised statutory licensing can Indian intellectual property law transition from a regime of perpetual injunctions to a balanced, thriving creative economy.

¹⁰⁷ *IPRS*, *supra* note 8, ¶ 17; *Narsimhan*, *supra* note 10, ¶ 52; *Agi Music*, *supra* note 1, ¶¶ 54, 57, 59–63, 66, 74, 81; *Mythri*, *supra* note 10, ¶¶ 1–4; *Ashok Kumar*, *supra* note 10, ¶¶ 1–5.