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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 443/2024 with I.A. 30477/2024, I.A. 32525/2024, I.A. 43453/2024, I.A. 48726/2024, I.A. 48827/2024 & I.A. 4031/2025**
UNISYS INFOSOLUTIONS PVT LTD & ANR.Plaintiffs

Through: Ms. Swathi Sukumar, Senior Advocate
with Mr. Nikhil Chawla, Mr. Om Ram
and Mr. Ritik Raghuwanshi,
Advocates.

versus

TRANSSNET MUSIC LIMITED & ORS.Defendants

Through: Mr. Naveen Chaklan, Advocate for D-1.
Mr. Aditya Gupta and Ms. Aishwarya Kane, Advocates for D-2.
Mr. Ripudaman Bhardwaj, CGSC with Mr. Kushagra Kumar, Mr. Abhinav Bhardwaj and Mr. Amit Kumar Rana, Advocates.
Mr. Ashutosh Kumar, Amicus Curiae with Ms. Radhika Parek and Mr. Adithya B., Advocates.

CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL

ORDER
08.04.2025

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1. The learned *amicus curiae* has filed a written note of submissions in respect of the issues that were flagged in the order passed by this Court on 23rd December 2024.
2. In his written note/ report, the learned *amicus curiae* has highlighted various methods employed by the defendant no.1 for creating its musical repertoire/ contents. The relevant extracts from the report are set out below:



“Method 1: Record Label to Boomplay

A.6. In the first method, Boomplay generally, approaches various Musical Labels/musical companies and obtain a license from such labels/companies in respect of their musical/song repertoires for streaming the same from its own platform.

Method 2: Record Label and Artist via Distributor to Boomplay

A.8. In the second method, an online streaming platform like Boomplay engages services of a third party called as Music Aggregators/Distributors. As discussed earlier, such Music Distributors/Aggregators obtain necessary authorizations/access to musical contents from Record companies/Labels or individual artists and then they in-turn authorises Boomplay to stream musical contents through its platform. Similar to the arrangement between Boomplay and Record Labels, contracts between Boomplay and Music Distributors/Aggregators, are negotiated contracts clearly that clearly define the rights and obligations of each party. It seems that Boomplay has two separate categories of Music Distributors/Aggregators: one for Record Labels and another for individual artists...

Method 3: Direct Method: Artist to Boomplay

A.14. In the third method, the artist directly uploads their music to Boomplay without routing through any third party such as a Distributor/Aggregator. This method involves an artist agreeing to Boomplay's standard terms and conditions, which are non-negotiable and uniformly applied to all artists using Boomplay's service. Such standard agreement outlines the revenue-sharing model, the rights granted to Boomplay, and other relevant terms.”

3. Based on the aforesaid methods, the learned *amicus curiae* has stated that in respect of Method (I) and (II), there exists a close co-ordination between BOOMPLAY, labels of BOOMPLAY and the distributors/aggregators and, therefore, BOOMPLAY cannot be categorized as an ‘intermediary’ in terms of Section 2(1)(w) of the Information Technology Act, 2000.

4. The conclusion of the learned *amicus curiae* is set out below:

“D.27. A perusal of the criteria for each method for having music on the Boomplay app, it appears that in the arrangements that Boomplay has in Method (I) and (II), there is a close coordination between Boomplay and the Labels or Boomplay and the Distributors/Aggregators, in relation to procurement and release of contents through Boomplay's platforms. In light



of such active participation by Boomplay in handling of musical contents of Labels and Distributors/Aggregators it would be difficult to categorise Boomplay as an “Intermediary” under per Section 2(1)(w) of the Information Technology Act, 2000 as far as handling of contents provided to Boomplay as per Method-I&II inasmuch as:

- Boomplay actively manages, categorizes, promotes, and monetizes content beyond mere hosting.*
- It exercises editorial discretion over metadata correction and categorization.*
- Boomplay’s control over content distribution, DRM, and revenue-sharing mechanisms demonstrates an active role beyond that of a mere intermediary.*

D.28. Therefore, in the case of Labels and Distributors/Aggregator partnerships, the terms of agreement between Boomplay and providers of such contents, suggest that Boomplay engages in active management, promotion, and monetization of contents transferred to it from producers of such contents instead of merely acting as a facilitator i.e. a platform that’s simply provide access to a communication system.”

5. Ms. Swathi Sukumar, senior counsel appearing on behalf of the plaintiffs, has drawn attention of the Court to the interim order passed by this Court on 27th May 2024. Relevant extracts of which are set out below:

“21. The Court has considered the aforementioned facts and circumstances. The documents on record prima facie establish the Plaintiffs’ rights in the sound recordings/ audio clips which are subject matter of the present suit. Further, the Plaintiffs have demonstrated that their content has been uploaded on Defendant No. 1’s “Boomplay” and “Boomplay Lite” platforms without any license or authorisation. In view of the above, the Court finds that the Plaintiffs have made out a prima facie case in their favour and in case no ex parte ad-interim injunction is granted, the Plaintiffs will suffer an irreparable loss; balance of convenience also lies in favour of the Plaintiffs and against the Defendant No. 1.

22. Accordingly, till the next date of hearing, Defendant No. 1 and/or anybody acting on their behalf are restrained from reproducing, adapting, distributing, communicating, transmitting, releasing, launching, airing/ exhibiting, disseminating or displaying the sound recordings which form part of the Plaintiffs’ copyrighted works on the Defendant No. 1’s platforms, i.e. “Boomplay” and “Boomplay Lite”.

23. Further, Defendant No. 1 is directed to remove the said works from their website within a period of two weeks from the date of receipt of this order.



A complete list detailing Plaintiffs' works to be taken down shall be enclosed along with notice of compliance under Order XXXIX Rule 3 of Code of Civil Procedure, 1908 (CPC)."

6. She submits that despite the aforesaid order having been passed on 27th May 2024, the defendant no.1 continues to upload content on its application that infringes the plaintiffs' copyright works. In these circumstances, she submits that the defendant no.1 should either be directed to deposit a suitable amount in Court or an order should be passed directing blocking of the defendant no.1's application in India.
7. She has drawn attention of the Court to the email exchanged between the parties on 16th February 2022, in terms of which the defendant no.1 had offered USD 15,000 for a license of the plaintiffs' work in respect of Bangladesh and Pakistan.
8. She submits that suitable modifications in the aforesaid amount be made so as to include the territory of India as well. The plaintiffs, in I.A. 30477/2024, have calculated the annual value of the Indian license to approximately USD 37,000.
9. Mr. Naveen Chaklan, counsel appearing on behalf of the defendant no.1, seeks an adjournment to obtain instructions from his client.
10. At his request, list the matter on 21st May 2025.
11. It is made clear that no further adjournment shall be granted to the defendant no.1 on the next date of hearing and in the event, the instructions are not forthcoming, the Court shall be constrained to pass orders, as indicated above.

AMIT BANSAL, J

APRIL 8, 2025

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