

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

INTERIM APPLICATION (L) NO. 9744 OF 2026

IN

COMMERCIAL IP SUIT (L) NO. 9600 OF 2026

Novex Communications Private Limited

...Plaintiff

Versus

Gujarat Cricket Association

...Defendant

Mr. Rashmin Khandekar, a/w. Ms. Nirali Atha, Ms. Nikita Nangare i/b. Dua Associates, Advocate for the Plaintiff/Applicant.

CORAM : SHARMILA U. DESHMUKH, J.

DATE : APRIL 02, 2026

P. C. :

1. None appears on behalf of the Defendant though served. Mr. Khandekar, learned Counsel appearing for the Plaintiff submits that affidavit of service has been duly filed.
2. Mr. Khandekar submits that the Plaintiff is the owner of copy right in sound recordings in respect of which the Plaintiff has obtained assignments and is owner / exclusive licensee entitled to grant non

exclusive licensee under Section 30 of the Copy Right Act. He submits that the Plaintiff has entered into assignment agreement with various music labels and the details of assignment agreements are set out in their website. He submits that in the present plaint, assignment agreements and the C.Ds. containing of the assignments in favour of the Plaintiff are annexed.

3. He submits that on 8th March, 2026, an event namely “Finals of the ICC Men’s T20 World Cup, 2026” was held at the premises owned and operated by the Defendant in which the Plaintiff’s copyrighted sound recordings were communicated to the public without obtaining requisite licence from the Plaintiff. He relies on paragraph 22 of the plaint and submits that there were two representatives of the Plaintiff who recorded the same videos and converted the same into DVD and points out to the affidavits of two representatives which are appended to the plaint. He submits that copies of the DVD is annexed to the plaint. He submits that on 10th March, 2026 a legal notice was issued to the defendants to which there is no response.

4. He submits that the application has been moved urgently as there is another event which was scheduled to start from 28th March, 2026 to 31st May, 2026 and as there has been previous violation, there

is an apprehension that even in the subsequent matches, which are now scheduled, plaintiff's copyrighted sound recordings will be played.

5. The Plaintiff's copyright in sound recording is prima facie demonstrated from the assignment agreements placed on record. The Plaintiff has exclusive right to grant non exclusive licence under Section 30 of the Copy Right Act. There is specific pleading in the plaint that on 8th March, 2026, an event was held at the defendant's premises and there was infringement of the Plaintiffs' copyrighted sound recording by communicating the same to the public without Licence. There are affidavits of the representatives of the Plaintiff placed on record, which cannot be disputed at this stage. There is also basis for the apprehension that in the matches which are scheduled to be held subsequently, there is possibility of the sound recordings being infringed. In view thereof, prima facie case is made to grant ad-interim relief in terms of prayer clause (a) which read as under :

"a) that pending the hearing and final disposal of this Suit, this Hon'ble Court be pleased to issue a temporary order of injunction against restraining Defendant, its directors, their servants, employees, agents, assignees, licensees, representatives, and/or any person claiming through them or acting on their behalf, from publicly performing or in any manner communicating the sound recordings of the songs assigned and authorized to the Plaintiff or allowing their premises or any premises under their control to be used for the said purposes or otherwise infringing the copyright in any work owned and

protected by the Plaintiff;”

6. Stand over to 5th May, 2026. Ad-interim granted will continue till the next date.

7. Copy of the CD is handed over and taken on record.

[SHARMILA U. DESHMUKH, J.]