

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

INTERIM APPLICATION (L) NO.36412 OF 2025
IN
COMMERCIAL IP SUIT (L) NO.36307 OF 2025

Novex Communications Private Limited ...Applicant/
Plaintiff

IN THE MATTER OF :

Novex Communications Private Limited ... Plaintiff

Versus

Bayview Lawns ...Defendant

*Mr. Cyrus Ardeshir, Senior Advocate a/w Mr. Rashmin Khandekar and
Mr. Durgaprasad Poojari i/b PDS Legal for the Applicant/Plaintiff*

CORAM : SHARMILA U. DESHMUKH, J.

DATE : MARCH 26, 2026

P. C. :

1. Mr. Ardeshir, learned Senior Advocate appearing for the Plaintiff submits that the Plaintiff had attempted to serve the papers and proceedings upon the Defendant, and the service was refused on 20th March 2026. He submits that notice of today's hearing was also attempted to be served upon the Defendant, which service has also been refused. He tenders the affidavit of service, which is taken on record.

2. Mr. Ardeshir submits that the present proceedings were filed seeking to restrain the Defendant from publicly performing or in any manner communicating the Plaintiffs' copyrighted sound recordings, or allowing its premises for the said purpose. He submits that initially the Suit was filed as a *quia timet* action. He further tenders an additional affidavit dated 16th March 2026 and submits that, on 3rd March 2026, the Defendant had organized a **holi** event at its premises during which the Plaintiffs' sound recordings were played by the Defendant. He points out to the ticket which is annexed at page 28 of the additional affidavit, the CD containing the Plaintiffs' copyrighted sound recordings which were played at the event, and the affidavit of the Plaintiffs' representative specifically stating about the Plaintiffs' sound recordings being played at the event held on 3rd March 2026. He submits that there is now an actual instance of violation of the Plaintiff's copyright in the sound recordings which requires immediate restraint, as there is a possibility of the Defendant holding events in their premises.

3. The affidavit of service evidences that though the Defendant has been attempted to be served by the Plaintiff, there has been a refusal of service. The Plaintiff is the owner/exclusive licensee of the sound recordings by virtue of assignments by various music labels, which are

detailed on the Plaintiff's website as well as set out in a pen drive which is annexed to the plaint, by reason of the documents being voluminous. The Plaintiff's ownership/exclusive license in the sound recordings is *prima facie* evidenced from the material which is placed on record. The Plaintiff, therefore, *prima facie* has an exclusive right to grant a license in respect of its copyrighted sound recordings under Section 30 of the Copyright Act.

4. The additional affidavit which has been tendered by the Plaintiff specifically states about an event which was held on 3rd March 2026 at the Defendant's premises, in which, the Plaintiff's copyrighted sound recordings were publicly communicated. The photocopy of the tickets to the event as well as the CD, and the affidavit of the representative cannot be disbelieved at this stage.

5. In light of the material which has been placed on record, *prima facie* case has been made out for grant of ad-interim relief in terms of prayer clause (a), which reads thus:

"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 authorised 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 **23rd April 2026**.
7. The ad-interim relief granted to continue till the next date.

[SHARMILA U. DESHMUKH, J.]