



LAWSPECTIVE LEGAL

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Pravesh Sobhani
(Advocate)

B.A., LL.B (Hons.)

E-mail : praveshsobhani10@gmail.com

(By Speed Post/ RPAD/Email)

To,

Date: 08/12/2025

1. **ADVOCATE BALRAM TIWARI**
DURPA ROAD, KORBA,
P.O. AND DIST. KORBA, CHHATTISGARH
E-MAIL - tiwaribalram50@gmail.com
MOBILE NO. - 9826182485, 6261049941
2. **JASHN RESORT, KORBA**
BYPASS ROAD, BYPASS RATAKHAR,
KORBA, CHHATTISGARH-495677
EMAIL: JASHNRESORTKORBA@GMAIL.COM
3. **SATGURU HOSPITALITY**
BYPASS ROAD, BYPASS RATAKHAR,
KORBA, CHHATTISGARH-495677
4. **KARANDEEP SINGH DHOAT – PARTNER**
SATGURU HOSPITALITY
BYPASS ROAD, BYPASS RATAKHAR,
KORBA, CHHATTISGARH-495677
5. **MR. VIKAS SINGH THAKUR**
BYPASS ROAD, BYPASS RATAKHAR,
KORBA, CHHATTISGARH-495677
MOBILE NO. - 9827952333, 9827499998, 8319899989
6. **SNEH DEEP SINGH – PARTNER**
SATGURU HOSPITALITY

BYPASS ROAD, BYPASS RATAKHAR,
KORBA, CHHATISGARH-495677

Ref: Your Reply dated 21/11/2025 to our Apprehension Legal Notice dated 6/10/2025 and Second Legal Notice dated 10/11/2025 on behalf of Phonographic Performance Limited.

Sub: Rejoinder to your Reply for infringement of copyright under Section 51 r/w. 69 of the Copyright Act, 1957 for communication of sound recordings of Phonographic Performance Limited (PPL)

Dear Sir,

Under instructions and on behalf of my client, **Phonographic Performance Limited** (hereinafter referred to as "my Client"), having its registered office at Crescent Towers, 7th Floor, B-68, Veera Estate, Off New Link Road, Andheri (W), Mumbai – 400053, this rejoinder is issued to your reply notice dated **21.11.2025**, sent on behalf of Mr. Karandeep Singh Dhoat, partner of Satguru Hospitality (hereinafter referred to as "your Clients").

1. That my client is in receipt of your reply dated **21/11/2025** against to my client's two legal notices first is apprehension legal notice dated **6/10/2025** and second is final legal notice dated **10/11/2025**.
2. That, at the outset, save and except what is specifically admitted herein, my Client denies each and every allegation, contention, inference and averment contained in your reply notice, which is evasive, misleading and devoid of legal merit. Your reply is a transparent attempt to abdicate liability despite your Client's direct and unmistakable role in facilitating and permitting copyright infringement at the premises under his control and partnership.
3. That, your bald denial of paras 1 to 14 of my Client's legal notice dated 06.10.2025 is denied as untenable, your reply fails to deal with the specific factual matrix, the statutory provisions cited, and the judicial precedents already relied upon, and therefore amounts to a mere blanket denial carrying no evidentiary value.



4. That, the details of the repertoire, including lakhs of sound recordings and the assignor labels, are publicly available on my Client's official website and are supported by written assignment / licence agreements, your Clients' mere denial does not dislodge my Client's statutory rights under Sections 14 and 30 read with Section 51 of the Copyright Act, 1957.
5. That, your Client's assertion that he is "solely a venue owner" and bears no responsibility for the musical content played at his establishment is legally untenable and contradicted by settled jurisprudence under the Copyright Act, 1957, as well as the plain language of the Apprehension Notice.
6. That, it is well-established in law that a person who permits a place to be used for communication of sound recordings is jointly and severally liable for copyright infringement, regardless of whether he is the direct organizer. This principle is embedded in Section 51 of the Copyright Act, 1957, which expressly holds liable not only direct infringers but also persons who abet the infringement.
7. That, The Supreme Court and High Courts have consistently ruled that a venue owner who allows copyrighted content to be performed/communicated on his premises without ensuring compliance with licensing requirements is a necessary party to the infringement and cannot escape liability by claiming "no involvement" or by delegating responsibility entirely to the event organizer.
8. That, the Copyright Act does not recognize a blanket exemption for venue owners; rather, it imposes a positive obligation on any person who permits a place to be used for communication to procure necessary licenses or ensure that the user has obtained them. Your Client, as a partner in SATGURU HOSPITALITY and owner/operator of JASHN RESORT, bears this obligation.
9. That, your Client's assertion that he had "**no role**" in organizing the event is wholly inconsistent with the factual record. Your Client is the partner and operator of JASHN RESORT, the very venue where the event was scheduled



to be held. An Apprehension Notice dated **06/10/2025** had already been served upon you prior to the event titled "SAPNA CHOUDHARY MUSICAL EVENT" proposed to be held on **12/10/2025** at JASHN RESORT, KORBA, wherein my Client's representative expressly and in written form informed your Client about the mandatory requirement of obtaining a license from my Client and specifically requested that the same be procured at the earliest. Even after the event, my Client again issued a Legal Notice dated **10/11/2025**, which your Client deliberately ignored. Despite explicit written notices, your Client neither obtained the required license nor ensured that the independent organizers complied with the licensing requirement.

10. That, your Client permitted the event to proceed at his venue without taking any steps to prevent copyright infringement. Such conduct directly attracts liability as a "permit-grantor" and "abettor" under Section 51 of the Copyright Act, 1957. The law does not exempt a venue owner who, despite receiving clear notice of potential infringement, allows the infringing activity to take place.
11. That, the Bombay High Court, in numerous orders (annexed to the Notices as **ANNEXURE-A**), has **restrained venue and event organizers** from communicating or lending places for communication of sound recordings without taking a prior license from my Client. These orders establish that venue owners cannot shelter behind the claim that they are "only renting space."
12. That, your Client's reference to "**industry practice** settled legal norms" is fallacious. The industry practice, as established by Bombay High Court orders and licensing protocols across India, is that all responsible venue owners ensure that either they or the organizers have obtained the necessary performance licenses before permitting any event involving music. Your Client has not complied with this standard.
13. That, your Client's reference to "**No involvement in selection of music or content**" is irrelevant. The Copyright Act does not require the venue owner to



actively select the music; it requires the venue owner to ensure that no unlicensed music is communicated at his venue. Your Client's passivity amounts to complicity.

14. That, your Client's reference to "**Event organizers rent the venue**" is understood. However, the rental arrangement does not transfer the venue owner's duty to safeguard against infringement occurring on his premises. Both the organizer and the venue owner bear concurrent liability under Section 51 and the doctrine of abetment.

15. That, your Client's accusation that the Apprehension Notice amounts to **defamation** is frivolous. The notice is based on factual circumstances—your Client's ownership/partnership of the venue, the scheduled event, and the absence of any license. Such notice is a lawful exercise of my Client's right to protect its copyright and to pre-emptively warn of potential infringement. Truth is a complete defence to defamation; moreover, the notice is privileged communication sent to prevent ongoing or future illegality.

16. That, your Client cannot claim non-involvement while simultaneously operating the premises and permitting the event to proceed without addressing the copyright concern raised with him directly.

17. That, In view of the above, your Client remain liable for unauthorised communication to the public of my Client's sound recordings during the event titled "SAPNA CHOUDHARY MUSICAL EVENT" on **12/10/2025** at JASHN RESORT, KORBA and your reply notice does not cure or dilute such liability in any manner. Your reply contains sweeping denials without any supporting material, evidence, or documents, and is therefore rejected.

18. Under the aforesaid circumstances, my client reiterates the demand in the legal notices dated 06/10/2025 and 10/11/2025. I hereby again call upon you:

- a) to Pay a sum of **Rs. 50,00,000 (Rupees Fifty Lakhs only)** towards damages and licence fee for past infringement; and



- b) Cease and desist forthwith from communicating or permitting communication of any sound recordings from my Client's repertoire without obtaining a prior requisite licence; and
- c) Furnish a written undertaking that no such act will be repeated in future.

19. That, if your clients fail to comply with the requisitions contained herein within a period of **7 (seven)** days from the date of receipt of this rejoinder, my client shall be constrained to initiate appropriate legal action, including but not limited to: (i) civil proceedings under Section 55 of the Copyright Act for injunction, damages, rendition of accounts and all consequential reliefs; and (ii) criminal complaints under Sections 63, 69 and other applicable provisions for infringement of copyright and allied offences. Such proceedings shall be undertaken entirely at the sole risk, cost and consequences of your clients, without any further reference, notice or opportunity being extended. This rejoinder serves as a final opportunity for compliance.

20. This rejoinder is issued without prejudice to all other rights, remedies and contentions of my Client in law and in equity, all of which are expressly reserved.



Regards

Pravesh Sobhani
(Advocate)

Note: A copy of this Notice has been preserved in our office for record and future course of action.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
INTERIM APPLICATION (L) NO.2543 OF 2025
IN
COMMERCIAL IP SUIT (L) NO.2463 OF 2025

Phonographic Performance Limited ... Applicant / Plaintiff

Vs.

Eva Live LLP and others ... Respondents / Defendants

Mr. Amogh Singh a/w. Mr. Asmant Nimbalkar, Mr. Neeraj Nawar and Mr. Neeraj Nawar i/b. Mr. D. P. Singh for Applicant / Plaintiff.

CORAM : MANISH PITALE, J.

DATE : FEBRUARY 05, 2025

P.C. :

1. Heard Mr. Singh, learned counsel for the applicant / plaintiff and Mr. Parikh, learned counsel for the defendants.

2. This Court is informed that the defendants are served. The affidavit of service dated 24.01.2025 is tendered alongwith supporting documents. The same is perused. The affidavit indeed shows that the defendants have been served. The affidavit of service shall be e-filed within a week from today.

3. The plaintiff claims to own and control as owner / exclusive licensor, the public performance rights of around 450 music labels, with more than 70 lakhs of international and domestic sound recordings. It claims to be exclusively entitled to grant licences for communication to the public / public performance of its repertoire of sound recordings under Section 30 of the Copyright Act, 1957. It is stated that the details of such sound recordings are available on its website, as specifically mentioned in paragraph No.6 of the plaint.

4. The learned counsel appearing for the plaintiff submits that the plaintiff has been issuing event-specific or annual licences for broadcast of such sound recordings in which, the plaintiff holds copyrights and assignment deeds have been executed with various third parties in this context.

5. It is alleged that in the premises of the defendants, sound recordings in which the plaintiff holds copyrights, have been unauthorizedly broadcast, thereby infringing the rights. The plaintiff has placed on record affidavits of its representative, who claimed to have visited the premises of the defendants on 13.12.2024 and 16.12.2024, when some of the sound recordings, in which the plaintiff claims copyright, were allegedly played. A CD is also placed on record.

6. The plaintiff sent a legal notice to the defendants on 19.11.2024 as certain events were slated for 13.12.2024 and 16.12.2024. In response, an e-mail was received from the defendants on 21.11.2024, wherein it was stated that since the performances in the events were to be entirely live and no pre-recorded music was to be played, there was no risk of infringing upon the sound recordings in which the applicant claims copyright.

7. It is the case of the applicant that, despite such assurance having been given, when a representative of the applicant attended the events organized by the defendants on 13.12.2024 and 16.12.2024, some of the sound recordings, in which the applicant has copyright, were unauthorizedly played. An affidavit of the said representative is annexed at exhibit-J. Since such violations occurred at two events held on 13.12.2024 and 16.12.2024, another such affidavit of the applicant's representative is placed at exhibit-L. CDs are also placed on record to demonstrate the nature of violations committed by the defendants.

8. The applicant has urgently moved this Court as there are further events being organized by the defendants between 13.02.2025 and 16.02.2025 at various places in India. Reference is made to the *Instagram* page of the defendants to bring to the notice of this Court that unless urgent ad-interim relief is granted, there is every possibility of the rights of the applicant being violated by the defendants in the upcoming event. It is also indicated that there are further events to be organized by the defendants, wherein such violations are likely to take place.

9. This Court is of the opinion that in the light of the material placed on record, making out a strong *prima facie* case in favour of the applicant to claim that its copyright has been violated by the defendants, as also likelihood of such violations taking place in the upcoming events, a strong *prima facie* case is made out for granting ad-interim relief in favour of the applicant. In the absence of such ad-interim relief, the applicant is likely to suffer grave and irreparable loss, thereby demonstrating that the balance of convenience is in favour of the applicant.

10. In view of the above, there shall be ad-interim relief in terms of prayer clause (a), which reads as follows:-

“(a) That pending the hearing and final disposal of this Suit, this Hon'ble Court be pleased to issue an order of injunction against restraining Defendant, its office bearers, partners, directors, their servants, employees, agents, assignees, licensees, representatives, third party event management companies, or otherwise 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, without obtaining non-exclusive public performance rights in sound recordings from the Plaintiff, or otherwise infringing the copyright in any work owned and protected by the Plaintiff;”

11. List the application for further consideration on 20.03.2025.
12. The ad-interim order shall continue to operate till then.

(MANISH PITALE, J.)

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PARAB

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