

**IN THE COURT OF PRINCIPAL DISTRICT JUDGE
JAMMU**

CNR No.: JKJM020003372026

JioStar India Private Limited Star House, Urmi Estate, 95, Ganpatrao
Kadam marg, Lower Parel (W), Mumbai-400013

.....Plaintiff/applicant

Through: Mr. Vastav Sharma Advocate

Versus

1. M/S Take One JK Media Pvt. Ltd 1st and 2nd Floor, satyam Resore building near Marble Trikuta nagar City Jammu, district Jammu J&K-180011
2. Katoch Cable Network Sector 1, near Easy day, Trikuta Nagar, Jammu, Jammu and Kashmir-180020
3. Vijay Choudhary Ward 23, near Gurudwara, Rampura, Sanjay Nagar, jammu J&K-180004
4. Manmohan Singh Chunna street no. 7, C Block, Upper Shiv Nagar, Jammu-180005
5. M/S Ahuja Signage Resham Ghar Colony, Opposite Press Club, Jammu Jammu and Kashmir-180001
6. Trimurti Cable Network Court Road, near J&K Bank, Udampur, J&K-182101
7. M/S Site Entertainment (SEN Digital) Sutra Shahi, Karan Nagar, Behind Boys Higher Secondary School, Batamaloo Srinagar-190010, J&K
8. M/S Kashmir Cable Network Place Dhobiwan, Gulmarg Road, Town Tangmarg, District Baramulla, J&K-190012
9. M/S Mehnaz Cable Network, Ward no. 7, House no. 33, Mohalla Kama Khan, Poonch, J&K-185101
10. KDEN C/o KDEN, First Floor, M.R. Complex, Court Road, Diwan Bagh, Baramulla, J&K-193101
11. M/S J.K. Communication & Satellite Network K House, near BDO Office, Kallar Himti, Udampur J&K- 182141
12. M/S Mukhtyar Cable Network Humhama Chowk, Budgam, J&K-190021
13. M/S Hazarat Bal Cable Network Hazratbal, near the National Institute of Engineering, Srinagar, J&K-190006
14. M/S J.K. Media Zadibal Chowk, Alamgari Bazar, Srinagar, J&K-190011
15. M/S N Star Cable Network Shaukat Ahmad Dar Wontabowan, Opp Mosque, Awanta Bhawan Road, Shuru, Bachpora Post Office, Srinagar-190020
16. M/S Kashmir Beauty Bahar Nallahmar Road, Bohri Kadal Chowk, Srinagar-190002
17. M/S Aslan cable C/o Makdoomi Executie Cable Network, Contact person: Intiyaz Magdoomi, Contact number: 8803500650, Nowhatta, Srinagar, KMR-190003
18. M/S New Asian Cable Operator name: Shabbir Ahmad Gojri

Nawakadal Chowk, Srinagar, KMR-190002 Phone no. 7006818138
Email: shabirahmadgujri@gmail.com

19. John Doe.

.....Defendants/non-applicants

Through: Mr. Sunil Sethi, Sr. Advocate for defendant no. 1
Mr. Vikram Sharma Sr. Advocate for defendant no. 2 and 11

In the matter of: Civil Original Suit for Permanent Injunction restraining infringement of copyright, broadcast reproduction right and seeking damages, rendition of accounts of profits etc.

AND

In the matter of: Application for grant of interim relief.

Coram: R.N.Watal
J.O. Code: JK00047

ORDER

1. Mr. Sunil Sethi, Sr. Advocate has caused appearance on behalf of defendant No.1 caveator and therefore, caveat stands discharged. On behalf of defendant no. 2 and 11, Mr. Vikram Sharma, Sr. Advocate present.
2. Plaintiff/applicant herein filed suit for permanent injunction restraining defendants, its partners, licensees, assignees, proprietors, officers, agents, servants, employees or anyone claiming through , by, or under it from in any manner, retransmitting, rebroadcasting, disseminating, exhibiting and /or communicating the plaintiff content (TV Shows), plaintiff channels (Free to Air channels provided to DD Free Dish), sports content inter alia ongoing and upcoming sporting events notified as sporting event of national importance (in which rights vests in the plaintiff) through any channel or medium or frequency other than the channels of the plaintiff, in respect of their networks, to their subscribers, and in any manner whatsoever, thereby infringing the plaintiff's broadcast reproduction rights, decree of damages to the tune of Rs. 2,00,00,000/- and rendition of accounts on the grounds that the Plaintiff herein is a leading entertainment and media company in India engaged, inter alia, in the production of popular content broadcasted on its channels, plaintiff, along with its affiliates, is the owner of an extensive portfolio of more than 100

channels in over ten languages, by virtue of the necessary uplink and downlink permissions issued by the Ministry of Information & Broadcasting, Government of India ("MIB"), Plaintiff has the sole and exclusive right to broadcast and distribute JioStar Channels in India, the JioStar Channels broadcast various sporting events in the field of inter alia Cricket, Football, Formula1, Badminton, Tennis, Hockey etc. and the channels of the Plaintiff are extremely popular amongst the audience, the JioStar Channels have acquired tremendous goodwill and reputation in the entertainment industry and amongst the people, Rule 6(3) read with Rule 11D of the Cable Television Networks Rules, 1994, mandates that a cable operator may retransmit a channel only pursuant to a written agreement with the broadcaster and any transmission or distribution of the JioStar, Channels without such written authorization is ex facie illegal and violative of the Copyright Act, 1957, as well as the Cable Television Networks Act, 1995 and the rules framed thereunder, thereby warranting immediate ad-Interim restraint, the Plaintiff has been granted exclusive worldwide television broadcast rights pursuant to binding media rights agreements entered into by the BCCI, conferring upon the Plaintiff the sole and exclusive right to transmit, re-transmit, distribute, and communicate the live feed and coverage of the said events and plaintiff has paid substantial consideration for the acquisition of the aforesaid exclusive rights and alone is authorised to exploit or license the same, defendant no. 1 had entered into a Subscription Licence Agreement bearing No. FY25-AGR-RM-0250 dated 02nd April 2025 ("SLA") with the Plaintiff, owing to persistent non-payment of outstanding subscription fees in breach of the terms of the SLA, the network of defendant No. 1 was lawfully disconnected with effect from 1st December 2025, pursuant to a Disconnection Notice dated 06th November 2025 issued by the Plaintiff, defendant Nos. 2 to 18 are Local Cable Operators (LCOs) operating under and connected to the network of Defendant No. 1, through whom Defendant No. 1 retransmits, distributes and/or rebroadcasts television signals to home cable viewer, despite above disconnection notice and

deactivation of signals, the Defendants continued to rebroadcast and re-transmit JioStar Channels and plaintiff's content to its subscribers illegally, Defendant no. 1 without having any active SLA with the plaintiff, continues to illegally transmit the JioStar Channels and also continued to rebroadcast/retransmit the DD Channel carrying the shared live broadcasting signals of South Africa Tour of India 2025 and New Zealand Tour of India 2026, thereby violating the plaintiff's broadcast reproduction rights, after disconnection of JioStar Channels networks of the defendant no. 1, the defendants started rebroadcast star channels to its subscriber by illegally downlinking the channels from DD Free Dish DTH, in order to exploit the exclusive Broadcast Reproduction rights in relation to the JioStar Channels on which the various aforementioned television serials, sporting events including but not limited to the ongoing TATA WPL 2026 and New Zealand Tour of India 2026 are to be broadcast, it is submitted that the Plaintiff has granted licenses to, and entered into Subscription License Agreement with, various MSOs and LCOs across the length and breadth of India, however, it is specifically stated that the defendants are retransmitting / rebroadcasting plaintiff's content (without any agreement, or in any unauthorised and illegal manner in violation of the law of the land) which is not only in violation of the Cable Television Networks (Regulation) Act 1995, and MIB notifications but also in violation of the provisions of the Copyright Act, aggrieved by the illegal, wilful, and continuing infringing activities of the Defendants, the Plaintiff was constrained to issue multiple cease and desist notices dated 04 December 2025, 05 December 2025, 19 December 2025, and 31 December 2025 and despite having full knowledge of the infringing acts and being repeatedly put to notice, the Defendants have deliberately continued to infringe the Plaintiff's statutory and proprietary rights, since details of all the LCOS associated with Defendant No. 1 are not known to the Plaintiff and therefore are being impleaded as John Doe, if the defendants continued unauthorised retransmission of the TATA Women's Premier League 2026 and the New Zealand

Tour of India 2026, both being time-bound live sporting events, causes grave and irreparable harm to the Applicant, these events are confined to a narrow and non-repeatable broadcast window, and once concluded, the Applicant permanently loses the exclusive opportunity to monetise the live broadcasts through viewership, subscriptions, and advertising, such loss is inherently incapable of being adequately compensated in damages, quantification of lost revenue, market share, and goodwill is speculative and imprecise, and no substitute or replay can replicate the value of live transmission and finally a prayer has been made to pass an order of temporary injunction restraining the Defendant No. 1 to 18 (including all the unknown LCOs of the Defendant No.1), their partners, licensees, assignees, proprietors, officers, agents, servants, employees, local cable operators, and any persons claiming through, by or under them, from in any manner retransmitting, rebroadcasting, disseminating, exhibiting and/or communicating the Plaintiff's content, including TV shows, JioStar Channels, Free-to-Air Channels carried over DD Free Dish, or sports content including, inter alia, ongoing and upcoming sporting events of national importance, through any channel, medium, frequency or mode other than the authorised channels of the Plaintiff, thereby infringing the Plaintiff's exclusive copyright and Broadcast Reproduction Rights.

3. Along with the suit, an application for interim injunction has also been filed with the prayer that defendants/non applicants herein be restrained from retransmitting, rebroadcasting, disseminating, exhibiting and/ or communicating the plaintiff's content, including TV shows, JioStar Channels, Free -to-Air Channels carried over DD Free Dish or sports content including, inter-alia, ongoing and upcoming sporting events of national importance, through any channel, medium, frequency or mode other than the authorised channels of the plaintiff, thereby infringing the plaintiff's exclusive copyright and Broadcast Reproduction Rights. The application is supported by the documents in the guise of clips of TV shows and cricket match being displayed unauthorized by the non-applicants.

The application is supported by an affidavit duly sworn by the applicant.

4. Heard Ld. Counsel for the plaintiff, defendant no. 1, 2 and 11 and perused the plaint and documents annexed therewith.
5. Since application is supported by an affidavit duly sworn by the plaintiff, as such, the contents in the application cannot be disputed at this preliminary stage. After given my thoughtful consideration to submissions made at bar, subject to objections from other side and till next date of hearing, defendants are restrained from retransmitting, rebroadcasting, disseminating, exhibiting and/or communicating the plaintiff's content, including TV shows, JioStar Channels, Free -to-Air Channels carried over DD Free Dish or sports content including, inter-alia, ongoing and upcoming sporting events of national importance, through any channel, medium, frequency or mode other than the authorised channels of the plaintiff. List for objections in the interim application and written statement in the main suit on 12-03-2026.

**Announced:
24-02-2026**

*Nisha**

**(R.N. Watal)
Principal District Judge,
Jammu.**