



sound recordings or allowing their premises to be used for the said purposes.

4. Mr. Singh submits that the Respondents are aware that the Plaintiff has exclusive right to grant license in respect of copyrighted sound recordings and points out to the license which has been obtained by Respondent No. 1 in the past whenever the matches are arranged. He would further point out the undertaking dated 23<sup>rd</sup> December, 2023 given by Operation Manager of Respondent No. 1 undertaking that whenever the Plaintiff's sound recordings are used for the purpose of communication to the public at all the premises and events owned/controlled/conducted by it, license shall be procured and that the undertaking is valid in respect of any premises to be acquired by Respondent No. 1. He submits that before the matches commenced, as the license was not obtained, legal notice was addressed on 4<sup>th</sup> February, 2025 however, there is no response and there is apprehension that the Plaintiff's copyrighted sound recordings will be played during the matches. He submits the copy of the Fixture in respect of matches which are scheduled.

5. *Prima facie*, the procurement of license by Respondent No. 1 in the past would indicate the knowledge of the Respondents that for the purpose of communicating the Plaintiff's copyrighted sound recordings, it is necessary to obtain the license from the Plaintiff. The

undertaking of 23<sup>rd</sup> December, 2023 acknowledges the Plaintiff's right in sound recordings of which the Plaintiff is the owner/exclusive licensee. The copy of the Fixture of 2026 which has been placed on record shows that matches are scheduled on almost daily basis. The action in the present case is *quia timet* action and apprehension that the Plaintiff's copyrighted sound recordings will be played at the matches appears to be well-founded as in the past license was procured.

6. In light of the above, ad-interim relief is granted in terms of prayer clause (a).
7. Stand over to **8<sup>th</sup> April, 2026.**
8. Ad-interim relief granted earlier to continue till next date.

**[SHARMILA U. DESHMUKH, J.]**