



2026:DHC:3001



* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% *Judgment delivered on: 10.04.2026*

+ **CS(COMM) 700/2024**

GURBAAZ PRATAP SINGH MANN.Plaintiff

Versus

KUNWAR RAGHAV BHANDARI AND ORS.Defendants

Advocates who appeared in this case

For the Plaintiff : Ms. Malvika Trivedi, Senior Advocate with Mr. Nikhil Chawla, Mr. Nikhil Palli, Ms. Niyati Razdan, Mr. Shailendra Slaria and Ms. Mansha Mehta, Advocates.

For the Defendants : Mr. Chander M. Lall, Senior Advocate with Mr. Abhishek Singh, Mr. J. Amal Anand, Mr. Elvin Joshy, Ms. Shivani Kalra, Mr. K.V. Vibu Prasad, Mr. Ayush Soni and Ms. Annanya Mehan, Advocates.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

JUDGMENT

TEJAS KARIA, J

I.A. No. 36773/2024

1. This is an Application under Order XXXIX Rules 1 and 2 read with Section 151 of the Code of Civil Procedure, 1908 (“CPC”) on behalf of the Plaintiff seeking interim injunction as under:



- “a. A Decree for permanent injunction restraining the Defendants, its directors, executives, partners or proprietors, subsidiaries, sister concerns as the case may be, their officers, servants and agents or any other persons acting for and on their behalf from misappropriating, performing, publishing, disseminating, offering for use/sale, offering for download, using, advertising, operating, marketing, selling, dealing in any manner, directly or indirectly, the Impugned Game ‘IGPL FLASH GOLF/SMASH FORMAT’ which is a reproduction and/or substantial reproduction and copy of the Plaintiffs’ original expression ‘SHOT SQUAD LEAGUE’/‘THE SMASH LEAGUE’ so as to infringe Plaintiff’s Copyright in the Game ‘SHOT SQUAD LEAGUE’/‘THE SMASH LEAGUE’, including but not limited to the Game Mechanics/Game Play, format, other features as mentioned herein etc, by reproducing the same in any material form or using the same or any colourable imitation thereof or otherwise howsoever, amounting to infringement of Copyright;
- b. A Decree for permanent injunction restraining the Defendants, its directors, executives, partners or proprietors, subsidiaries, sister concerns as the case may be, their officers, servants and agents or any other advertising, marketing, publishing, disseminating, offering for use/sale, and/or dealing in any manner, directly or indirectly, any brochure/sheet/literary text, which is reproduction and/or substantial reproduction of so as to infringe the Plaintiff’s Copyright in the original Literary Work titled ‘SHOT SQUAD LEAGUE’ bearing Registration No. L- 87301/2019”, amounting to infringement of Copyright;
- c. A Decree for permanent injunction restraining the Defendants, its directors, executives, partners or proprietors, subsidiaries, sister concerns as the case may be, their officers, servants and agents or any other persons acting for and on their behalf from using, advertising, marketing, operating, offering for use, and/or in any manner using directly or indirectly in relation to any golf purposes and/or such allied and



cognate goods and/or services, under the Impugned Mark ‘SMASH’ or any other identical and/or deceptively similar mark to the Plaintiff’s Mark ‘THE



SMASH LEAGUE’ /

- d. A Decree for permanent injunction restraining the Defendants, its directors, executives, partners or proprietors, subsidiaries, sister concerns as the case may be, their officers, servants and agents or any other persons acting for and on their behalf from using, advertising, marketing, operating, offering for use, and/or in any manner using directly or indirectly in relation to any golf purpose and/or such allied and cognate goods and/or services, under the Impugned Mark ‘SMASH’ or any other identical and/or deceptively similar mark to the Plaintiff’s Mark ‘SMASH/THE SMASH LEAGUE’ /*



’, or doing any other thing which will lead to Passing off of the goods and services of the Defendant as those of the Plaintiff;

- e. A Decree for permanent injunction restraining the Defendants, its directors, executives, partners or proprietors, subsidiaries, sister concerns as the case may be, their officers, servants and agents or any other persons acting for and on their behalf from using, advertising, marketing, operating, offering for use, and/or in any manner using directly or indirectly in relation to any golf purpose and/or such allied and cognate goods and/or services, under the Impugned Mark ‘SMASH’ or any other identical and/or deceptively similar mark to the Plaintiff’s Marks*



‘SMASH/THE SMASH LEAGUE’ /
, or doing any other thing which will lead to dilution of the Plaintiff’s Trade Marks mentioned in the Plaint;”



2026:DHC:3001



FACTUAL BACKGROUND:

2. The Plaintiff has filed the present Suit seeking, *inter alia*, permanent injunction restraining the Defendants from infringing the Plaintiff's exclusive copyright in respect of literary work containing the novel and original expression being "SHOT SQUAD LEAGUE" / "THE SMASH LEAGUE" by exploitation/utilization of the said work in any mode and manner, without valid license or authorization from the Plaintiff in any manner whatsoever and also infringement of trademark, passing off, rendition of accounts, damages etc.

3. The Plaintiff, Mr. Gurbaaz Pratap Singh Mann, is a professional golfer having over twenty years of experience. The Plaintiff claims to be an acclaimed and renowned player in the sport of golf and related solutions in technology, teaching solutions and industrial applications.

4. The Plaintiff has contended that in order to make the sport of golf more viable for players and viewers and to boost the golf industry, the Plaintiff created an original and unique expression of the game of golf named "SHOT SQUAD LEAGUE" / "THE SMASH LEAGUE". According to the Plaintiff, the original expression of the Plaintiff's Work has a unique game format, rules, penalties, point system, team structure etc., which is commonly referred to as "Smash/Fast paced Format", significantly deviating from the traditional game of golf.

5. The Plaintiff claims that the Plaintiff first conceptualized "SHOT SQUAD LEAGUE" / "THE SMASH LEAGUE" in August, 2019 and conducted trial, in which 30 players took part until the expression was streamlined as a complete solution. The Plaintiff has stated that substantial time and resources were spent by the Plaintiff on this work.



6. It is the case of the Plaintiff that Plaintiff applied for a copyright as a Literary Work on 14.10.2019 and subsequently, the Plaintiff obtained the copyright registration on 27.11.2019 for the original Literary Work titled “SHOT SQUAD LEAGUE” bearing registration No.L-87301/2019. The Plaintiff claims that the features which make “SHOT SQUAD LEAGUE” / “THE SMASH LEAGUE” a one-of-a-kind unique and original expression of the traditional game of golf are as under:

- a. **Team Game:** “SHOT SQUAD LEAGUE” / “THE SMASH LEAGUE” is a team game where each team has 4-5 players and is inherently distinguishable from the traditional game of golf which is a predominantly a single player game. In the Team Game, all teams shall designate one member amongst themselves as a Captain/Team Representative to be a point of contact with the League.
- b. **Specialization in any one discipline:** In the traditional game of golf, a player has to play all four specializations / broad disciplines i.e. driving and tee shot, fairway woods, hybrids and irons, wedges and short game and putting. Whereas in “SHOT SQUAD LEAGUE” / “THE SMASH LEAGUE”, players chose one of the four specializations / disciplines by declaring their specialization before teeing off on a hole.
- c. **Limited number of clubs allowed:** In the traditional game of golf, 14 clubs are allowed to an individual player, however, in “SHOT SQUAD LEAGUE” / “THE SMASH LEAGUE”, the Tee Specialist is allowed 3 clubs, Fairway Specialist is allowed 6 clubs, Shot Game Specialist is allowed 4 clubs and Putting Specialist is allowed only Putter and the same must be declared before teeing off a hole.



- d. **Nominated Player depending on PAR in Golf:** In the traditional game of golf, single player will play all types of PAR, whereas in “SHOT SQUAD LEAGUE” / “THE SMASH LEAGUE”, the number of players for each PAR shall be nominated equal to the number of strokes required to be played for that particular hole.
- e. **Introducing Limited Holes in Play:** In “SHOT SQUAD LEAGUE” / “THE SMASH LEAGUE”, there shall be a specified hole in play between 2 to 6 as opposed to 9 or 18 holes in the traditional game of golf. Each team shall play each hole a specified number of times consecutively as determined for that event.
- f. **Introduction of Designated Drop Zones:** In “SHOT SQUAD LEAGUE” / “THE SMASH LEAGUE”, there shall be a designated DROP ZONE marked in the Fairway and if the tee shot is hit out of bounds, the Tee Specialist shall not play a provisional ball and the Iron Specialist shall drop a ball in the DROP ZONE and play the fourth shot.
- g. **Specific Designations only for Putting:** In “SHOT SQUAD LEAGUE” / “THE SMASH LEAGUE”, only the Putting Specialist is allowed to Putt, however, the Shot Games Specialist is allowed on the green to assist the Putting Specialist and the putting is allowed from off the green.
- h. **Penalties:** In case of unplayable lie, the players take a “Penalty Drop” 2 club lengths from nearest point of relief no closer to the hole and repeat if necessary. Unrepaired bunkers and pitch marks shall incur a 1-shot penalty for the team responsible.



7. It is the case of the Plaintiff that the peculiar and distinguishing feature of the Plaintiff's game "SHOT SQUAD LEAGUE" / "THE SMASH LEAGUE", making it an original and unique expression of the Plaintiff in comparison to the traditional game of golf are as follows:

<i>"Feature"</i>	<i>Traditional Game of Golf</i>	<i>'Shot Squad League' / 'The Smash League' by the Plaintiff</i>
<i>No. of Players</i>	<i>Single Player Game</i>	<i>It is a team game. Each Team has 4-5 players.</i>
<i>Format</i>	<i>A player must play all 4 specializations/broad disciplines ("driving and tee Shot, Fairway-woods, hybrids and Irons, Wedges and Short Game and Putting").</i>	<i>Players may choose to specialize in just one of the 4 mentioned disciplines of the sport and yet compete as a team. This way, the slight nuances required within the change of these 4 disciplines are no longer hindrances in the competitiveness and enjoyment of the sport.</i>
<i>Holes</i>	<i>In a standard round, there are 18 holes or 9 holes.</i>	<i>There shall be specified holes in play (2-6), as opposed to 9 holes or 18 holes in a standard round of traditional game of golf. Each team shall play each hole a specified number of times consecutively as determined for that event.</i>
<i>Clubs Allowed</i>	<i>Players are allowed to use any of the 14 clubs.</i>	<i>The Tee Specialist is allowed any of the 3 clubs. Fairway Specialist is allowed any 6 clubs, Short Game Specialist is allowed any 4 clubs, and Putting Specialist is only allowed Putter.</i>
<i>Time</i>	<i>Takes 4 or more hours to play a full round of golf. (18 holes)</i>	<i>Takes 45 min or less to complete a full round. (1 to 6 holes)</i>
<i>Nomination of Players</i>	<i>A single player has to play all holes on the course.</i>	<i>Players are nominated by the team depending on PAR. On a PAR 3, 3 layers shall be</i>



		<p><i>nominated by the team to play the hole. On a PAR 4, 4 players shall be nominated by the team to play the hole. On a PAR 5, 5 players shall be nominated by the team to play the hole. On a PAR 5, there shall be 2 fairway specialists. Therefore the 6 allotted clubs shall be divided between the 2 players as the team decides and must be declared before the hole is played.</i></p>
<p><i>Introduction of Designated Drop and Safe Zones</i></p>	<p><i>SAFE ZONES are not provided during play</i></p>	<p><i>SAFE ZONES are provided during the course of the play. SAFE ZONES are marked at places on each hole and around the green. For their safety, players must be in the SAFE ZONE before their team member hits the preceding shot.</i></p> <p><i>There shall also be a designated DROP ZONE marked on the fairway. If the tee shot is hit OUT OF BOUNDS, the tee specialist shall NOT play a provisional ball. The Iron specialist shall drop a ball in the DROP ZONE and play the 4th shot. If the tee shot is hit into the rough, the Iron specialist has an option to declare the ball unplayable if need be. In that case, the Iron specialist shall drop a ball in the DROP ZONE and play the 4th shot.</i></p>
<p><i>Location</i></p>	<p><i>Not considered a Stadium Sport</i></p>	<p><i>Designed to be played in a STADIUM / Arena environment”</i></p>



2026:DHC:3001



8. According to the Plaintiff, the Game Mechanics / Game Play, which includes the strategy for choosing the club, players depending on specialization in disciplines of golf, unique and novel format, limited holes, etc., are the unique and original expression of the Plaintiff's game "SHOT SQUAD LEAGUE" / "THE SMASH LEAGUE", which is solely the creative result of the Plaintiff's hard work, knowledge, skill and labour.

9. The Plaintiff has also registered the Mark, "THE SMASH LEAGUE"



/ under the Trade Marks Act, 1999 in Class 41 for services being 'education, providing training and sporting activities relating to golf, educating the players regarding playing golf game, providing training to players, technical training of players to improve performance and technique of playing golf, provision and management of sporting events, management of events for sporting clubs' bearing trade mark number 4441624 dated 14.02.2020 on a 'proposed to be used' basis.

10. The Plaintiff claims that the Plaintiff has been continuously, uninterruptedly and extensively using the Trade Mark /



for all its marketing activities, social media handles and website since February, 2020 and therefore, the said trade mark has gained immense goodwill and reputation in the market, which makes the




user solely relate to the said Mark, to that of the Plaintiff's game and no one else.



2026:DHC:3001



11. The Plaintiff has stated that the Plaintiff launched and performed the literary work in “SHOT SQUAD LEAGUE” / “THE SMASH LEAGUE” by conducting a competitive tournament for the first time in Chandigarh on 02.03.2020 under banner of “THE SMASH LEAGUE”, in which Defendant No.1 also took part as a player and was a part of the WhatsApp group titled “THE SMASH LEAGUE” and, therefore, he got complete access to the Plaintiff’s original work.

12. The Plaintiff obtained the registration of the Trade Mark “THE SMASH LEAGUE” /  bearing Application No.4441624 in Class 41 on 14.10.2020.

13. In January, 2021, Defendant No. 7, Brandon Desouza approached the Plaintiff for collaboration and the Plaintiff disclosed the original expression of the game format / rules / features and proprietary information of the Plaintiff’s Work to Defendant No. 7 through e-mail dated 17.02.2021.

14. In November 2023, Defendant Nos. 1 and 6 approached the Plaintiff for collaboration. On 16.01.2024, Defendant No.6 filed a multi-class application for the Mark “IGPL” including Class 41. On 13.03.2024, Defendant Nos. 1 and 2 incorporated Defendant No. 4 company. On 08.04.2024, Defendant Nos. 1 and 2 incorporated Defendant No. 5 company. On 26.04.2024, Defendant No.6 circulated a private placement offer of Rs.10,00,00,000/- to invest in Defendant No.3 company.

15. The Plaintiff has stated that the Plaintiff was shocked to learn that Defendant No.3 conducted “IGPL Invitational Golf 2024 Tournament” at Jaypee Greens Golf Course, Greater Noida on 28.06.2024, wherein



Defendant No. 3 had launched “IGPL FLASH GOLF / SMASH FORMAT” (“**Impugned Work**”), which was an exact imitation and / or substantial reproduction of the Game Mechanics / Game Play of Plaintiff’s original expression “SHOT SQUAD LEAGUE” / “THE SMASH LEAGUE” and Plaintiff’s copyrighted literary work titled “SHOT SQUAD LEAGUE”.

16. Defendant No. 3 is operated by Defendant Nos. 4 and 5 companies, wherein Defendant No. 1 and Defendant No. 2 are the directors.

17. The Plaintiff claims that a bare perusal of the Information Sheet (“**Impugned Sheet**”) for the Impugned Work shows substantial reproduction of the Work of the Plaintiff including the registered Literary Work of the Plaintiff. Plaintiff has alleged that Defendant No. 3 has blatantly copied all the features such as conditions of play, team composition, format, penalties, scoring etc., of the Plaintiff’s work in a substantial manner.

18. The comparison of the Impugned Sheet and the Plaintiff’s Literary Work is as under:

<i>“Expression</i>	<i>Details of Impugned Work in the Defendant No. 3’ Impugned Brochure/Sheet</i>	<i>Plaintiff’s Literary Work</i>
<i>Provision of Team</i>	<i>“Professional will play the IGPL Flash Golf Format as a team”</i>	<i>“Each Team is a 2 or more-member team”</i>
<i>Announcing/Declaring the Role of a Player</i>	<i>“team members will pre-assign each player for specific shot taking...Teams detailing the players with shots assigned MUST be announced to the tournament committee before the start of the play.”</i>	<i>“Each Player must declare their ‘Specialization’ (Discipline) or multiple specializations (disciplines).”</i>



<p><i>Types of shots/Role of the Players based on the type of shots</i></p>	<p><i>“If player A has been pre-assigned for Tee Shot, player B for the second shot, player C for the 3rd shot and player D for the Putt”</i></p> <p><i>“Definite areas will be MARKED on the course for specific shots as Tee Shot (1st Shot), Approach (2nd Shot), Chipper (3rd Shot) and Putter (4th Shot).”</i></p>	<p><i>“Tee Specialist - as per event rules</i> <i>Fairway Specialist - as per event rules</i> <i>Wedge Specialist - as per event rules</i> <i>Putting Specialist - as per event rules”</i></p>
<p><i>Provision of Specified Time</i></p>	<p><i>“Time Limitation - Each hole will be granted 120 seconds to complete which will be the specified time limit.”</i></p>	<p><i>“‘Time Keeping’ is a new addition to the sport to ensure that everyone on the hole is able to maintain the pace of the play. The pace will be set the moment the tee ball is hit.</i> <i>Advantages: 1. Time saving...”</i></p>
<p><i>Provisional/Spare Ball to be with the players during the play</i></p>	<p><i>“Besides the Ball-in-play, Players are advised to keep a spare Golf Ball with them at all times during the IGPL Flash Golf Round”</i></p>	<p><i>“In case of out of bounds or probable ball lost, the provisional ball must be played immediately as the clock will not reset for the new ball-in-play on the hole.”</i></p>
<p><i>Similar no of holes</i></p>	<p><i>“IGPL Flash Golf Format played over 2 holes”</i></p>	<p><i>played over 1 to 6 holes</i></p>
<p><i>Ranking based on Team’s Performance</i></p>	<p><i>“The gross score by the team’s professional and the total score will lead to the leaderboard being decided. The team with the lowest score will the winner of the IGPL Invitational”</i></p>	<p><i>“Introduces a new Team ranking on a global scale.”</i></p> <p><i>“Worst score on the hole is defined by the event management”</i></p>
<p><i>Out of Play</i></p>	<p><i>“A ball with be considered out-of-play if the ball</i></p>	<p><i>“In case of Out of bounds...the provisional</i></p>



2026:DHC:3001



	<i>comes to rest outside the boundary of the runner...teams must use nearest drop zone and continue play.”</i>	<i>ball must be played immediately”</i>
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19. The Plaintiff has stated that the funds for launching and promoting the Impugned Work were raised from various channels including contributions from Defendant No.6, who is also the registered proprietor for the word Mark “IGPL”, which is an abbreviation of Defendant No.3, Indian Golf Premier League, and also the title of the Impugned Work.

20. According to the Plaintiff, there is a significant connection between the Defendants suggesting a deliberate conspiracy to misappropriate the Plaintiff’s original work with the sole object of earning easy profits by riding on the coat-tails of the Plaintiff’s creative efforts, goodwill and reputation without any independent investment by committing infringement of Copyright and Trade Mark of the Plaintiff’s Work and also passing off, dilution and unfair competition.

21. The Plaintiff has, accordingly, filed the present Suit along with the present Application.

22. *Vide* order dated 20.08.2024, Summons in the Suit and Notice in this Application were issued. After the pleadings were completed, the submissions on the present Application were heard on 09.12.2025. The order dated 09.12.2025 records as under:

“1. The learned Senior Counsel for the Parties have made their submissions.

2. Both the Parties shall file their respective Notes distinguishing the Judgments relied upon by the other side within a period of two days from date.



3. In relation to the interim relief sought in Paragraph No. 23(c) of this Application with regard to the infringement of the Mark, 'SMASH' or any other identical and / or deceptively similar mark to the Plaintiff's Mark 'THE SMASH LEAGUE' /



, the learned Senior Counsel for the Defendants, on instructions, submits that without prejudice to the rights and contentions of the Defendants that the Plaintiff cannot have exclusivity on the word 'SMASH', the Defendants have ceased using the word 'SMASH' and in place of the same, are using the word 'FLASH' even prior to filing of the present Suit, which will continue till the final disposal of this Suit. The said Statement is taken on record and the Defendants are directed to be bound by the same.

4. As the Defendants have unilaterally decided to not use the word 'SMASH' in relation to any golf tournament or providing any other allied and cognate goods and / or services offered by them and have agreed to be bound by the said Statement during the pendency of the Suit, the relief sought in Paragraph No. 23(c) of this Application does not survive.

5. List for further directions on 12.12.2025 in the Supplementary List.”

23. Accordingly, on 12.12.2025, the Parties submitted their respective Notes distinguishing the judgments relied upon by the other side and the order was reserved.

SUBMISSIONS ON BEHALF OF THE PLAINTIFF:

24. Learned Senior Counsel for the Plaintiff submitted that:

24.1 The Plaintiff's original work being "SHOT SQUAD LEAGUE" is worthy of copyright protection as the gaming format / Game Play is original and has a unique format, rules, penalties, point system, team structure, details of which are evident from the table comparing the traditional game of golf and "SHOT SQUAD LEAGUE" / "THE SMASH LEAGUE".



2026:DHC:3001



24.2 The comparison also shows that there is a modicum of creativity in the Plaintiff's unique expression and the Plaintiff has put certain skill and creativity in the expression of his idea, which is protectable as held in *Eastern Book Company & Ors. v. D.B. Modak & Anr.*, 2007 SCC OnLine SC 1513.

24.3 The Plaintiff has a registered copyright over the Literary Work highlighting the original expression of Plaintiff's Work. Therefore, the Defendants cannot infringe the copyright in the Literary Work in the Plaintiff's Work.

24.4 It is settled law that reproduction or adoption of the registered copyright in literary work in any material form or any substantial part thereof, would amount to infringement of copyright. When an idea allows for various expressions, each unique expression can be protected. An infringement is not confined to an exact repletion or reproduction, but also includes various modes in which the matter of any work may be adopted, imitated, transferred or reproduced with colourable alterations to disguise the piracy. Further, infringement of a literary work need not necessarily be through a literary work alone, rather any adoption of literary work in any form or manner or reproduction of work in any material form is enough to establish such an infringement. The test is whether the accused work is so similar to the plaintiff's work that an ordinary reasonable person would conclude that defendant unlawfully appropriated the plaintiff's protectable expression by taking material of substance and value as held in *Atari Inc. & Anr. v. North American Phillips Consumer Electronics Corp.*, 672 F. 2d 607-1982 (United States-Court of Appeals for Seventh Circuit).



2026:DHC:3001



24.5 It is held by the Courts that if the idea is worked out in some detail and the expression of that idea is reproduced, then the same amounts to infringement. In the present case, it is not the idea but the detail expression of the idea that has been copied by the Defendants. The form of expression of a literary work does not mean only the text in which that work is written, however, it may also include the selection and arrangement in a particular order of incidents, whether factual or fictional as held in *Urmi Juvekar Chiang v. Global Broadcast News Ltd. & Anr.*, 2007 SCC OnLine Bom 471.

24.6 The Impugned Work has infringed the Plaintiff's copyrighted Work by use of Impugned Sheet during the tournament "IGPL FLASH GOLF / SMASH FORMAT" held on 28.06.2024 at Chandigarh.

24.7 The Defendants have committed breach of confidence as the Plaintiff shared the details of his Work, including the format and rules over e-mail dated 17.02.2021 with Defendant No. 6 under confidence. Defendant No. 6 had complete access to all details of the Plaintiff's Work which was leaked to all the other Defendants in complete breach of confidence.

24.8 It is settled law that breach of confidence in a concept or idea entitles grant of injunction as held in *Anil Gupta & Anr. v. Kunal Dasgupta*, 2002 SCC OnLine Del 250, *Urmi Juvekar Chiang (supra)* and *Zee Telefilms Ltd. v. Sundial Communications Pvt. Ltd. & Ors.*, 2003 SCC OnLine Bom 344.

24.9 Accordingly, the Plaintiff is entitled to interim injunction restraining the Defendants from infringing the Plaintiff's exclusive copyright in respect of the Literary Work without any valid license from the Plaintiff.



SUBMISSIONS ON BEHALF OF THE DEFENDANTS:

25. Learned Senior Counsel for the Defendants submitted that:

25.1 It is a settled position of law and an essential element of Copyright Law that it does not grant the author of a literary work protection on ‘ideas’ and ‘facts’. It is only the creative expression of such ideas and facts that is rewarded by law by conferring privilege to exclusively exploit such expression for a limited time.

25.2 In the present case, the alleged ‘artistic work’ on which the Plaintiff claims proprietary right over a particular format / rules of the popular game of Golf is barred by law and is in teeth of the ‘doctrine of merger’, which postulates that where the idea and expression are inextricably connected, it would not be possible to distinguish between the two.

25.3 In ***R.G. Anand v. Delux Films*** (1978) 4 SCC 118, it is held that:

“45. Thus, the position appears to be that an idea, principle, theme, or subject-matter or historical or legendary facts being common property cannot be the subject-matter of copyright of a particular person. It is always open to any person to choose an idea as a subject-matter and develop it in his own manner and give expression to the idea by treating it differently from others. Where two writers write on the same subject similarities are bound to occur because the central idea of both are the same but the similarities or coincidences by themselves cannot lead to an irresistible inference of plagiarism or piracy. Take for instance the great poet and dramatist Shakespeare most of whose plays are based on Greek-Roman and British mythology or legendary stories like Merchant of Venice, Hamlet, Romeo and Juliet, Julius Ceasar etc. But the treatment of the subject by Shakespeare in each of his dramas is so fresh, so different, so full of poetic exuberance elegance and erudition and so novel in character as a result of which the end product becomes an original in itself. In fact, the power and passion



of his expression, the uniqueness, eloquence and excellence of his style and pathos and bathos of the dramas become peculiar to Shakespeare and leaves precious little of the original theme adopted by him. It will thus be preposterous to level a charge of plagiarism against the great playwright. In fact, throughout his original thinking, ability and incessant labour Shakespeare has converted an old idea into a new one, so that each of his dramas constitute a masterpiece of English literature. It has been rightly said that “every drama of Shakespeare is an extended metaphor”. Thus, the fundamental fact which has to be determined where a charge of violation of the copyright is made by the plaintiff against the defendant is to determine whether or not the defendant not only adopted the idea of the copyrighted work but has also adopted the manner, arrangement, situation to situation, scene to scene with minor changes or super additions or embellishment here and there. Indeed, if on a perusal of the copyrighted work the defendant's work appears to be a transparent rephrasing or a copy of a substantial and material part of the original, the charge of plagiarism must stand proved. Care however must be taken to see whether the defendant has merely disguised piracy or has actually reproduced the original in different form, different tone, different tenor so as to infuse a new life into the idea of the copyrighted work adapted by him. In the latter case there is no violation of the copyright.

46. Thus, on a careful consideration and elucidation of the various authorities and the case law on the subject discussed above, the following propositions emerge:

1. *There can be no copyright in an idea, subject-matter, themes, plots or historical or legendary facts and violation of the copyright in such cases is confined to the form, manner and arrangement and expression of the idea by the author of the copyrighted work.*
2. *Where the same idea is being developed in a different manner, it is manifest that the source being common, similarities are bound to occur. In such a case the courts should determine whether or not the similarities are on fundamental or substantial aspects of the mode of expression adopted in the copyrighted work. If the defendant's work is nothing but a literal imitation of the copyrighted work with some variations here and there it would amount to violation of the copyright. In other words, in order to be actionable the copy must be a substantial and material one which at once*



2026:DHC:3001



leads to the conclusion that the defendant is guilty of an act of piracy.

3. One of the surest and the safest test to determine whether or not there has been a violation of copyright is to see if the reader, spectator or the viewer after having read or seen both the works is clearly of the opinion and gets an unmistakable impression that the subsequent work appears to be a copy of the original.

4. Where the theme is the same but is presented and treated differently so that the subsequent work becomes a completely new work, no question of violation of copyright arises.

5. Where however apart from the similarities appearing in the two works there are also material and broad dissimilarities which negate the intention to copy the original and the coincidences appearing in the two works are clearly incidental no infringement of the copyright comes into existence.

6. As a violation of copyright amounts to an act of piracy it must be proved by clear and cogent evidence after applying the various tests laid down by the case-law discussed above.

7. Where however the question is of the violation of the copyright of stage play by a film producer or a director the task of the plaintiff becomes more difficult to prove piracy. It is manifest that unlike a stage play a film has a much broader prospective, wider field and a bigger background where the defendants can by introducing a variety of incidents give a colour and complexion different from the manner in which the copyrighted work has expressed the idea. Even so, if the viewer after seeing the film gets a totality of impression that the film is by and large a copy of the original play, violation of the copyright may be said to be proved.”

25.4 In ***Sanjay Kumar Gupta & Anr. v. Sony Pictures Networks India Pvt. Ltd.***, (2018) SCC OnLine Del 10476, it is held that a concept cannot be a subject matter of copyright because a concept has to be brought into the form of a literary work or dramatic work or musical work or artistic work or cinematographic work or sound recording or a



performance / performer's right or live show only where-after there will exist a copyright in the work.

- 25.5 In view of the above, an idea, principle, theme or subject matter or historical or legendary fact being common property cannot be subject matter of copyright of a particular person. It is always open to any person to choose an idea as subject matter and develop it in his own manner and give expression to the idea by treating it differently from others.
- 25.6 The Courts have applied the 'Doctrine of Merger' to the facts and circumstances where a party has claimed copyright over 'abstracts rules and play ideas' of an already existing sport / game and have refused to grant protection to the same.
- 25.7 In *Mattel, Inc. & Ors. v. Mr. Jayant Agarwalla & Ors.*, ILR (2009) II Delhi 193, it is held that:

"21. An essential element of copyright law is that it does not grant the author of a literary work protection on ideas and facts. (Baker v. Seldon, 101 US 99 [1879], Nichols v. Universal Pictures Corp., 45 F.2d (2d Cir. 1930), RG Anand v. Delux Films, (1978) 4 SCC 118) It is only the creative expression of such ideas and facts that is rewarded by law, by conferring a privilege to exclusively exploit such expression for a limited time. Law does not protect every such expression. The issue in Baker was whether the defendant's publication of a book on 'book-keeping' articulating a similar manner of book keeping as was done in the plaintiff's book amounted to infringement. Severing the expression of the idea of book keeping from the very science of book keeping the Court held as follows:

"On the other hand, the teachings of science and the rules and methods of useful art have their final end in application and use; and this application and use are what the public derive from the publication of a book



which teaches them. But as embodied and taught in a literary composition or book, their essence consists only in their statement. This alone is what is secured by the copyright. The use by another of the same methods of statement, whether in words or illustrations, in a book published for teaching the art, would undoubtedly be an infringement of the copyright.

The description of the art in a book, though entitled to the benefit of copyright, lays no foundation for an exclusive claim to the art itself. The object of the one is explanation; the object of the other is use. The former may be secured by copyright. The latter can only be secured, if it can be secured at all, by letters-patent.

The novelty of the art or thing described or explained has nothing to do with the validity of the copyright. To give to the author of the book an exclusive property in the art described therein, when no examination of its novelty has ever been officially made, would be a surprise and a fraud upon the public. That is the province of letters-patent, not of copyright.”

22. *In the realm of copyright law the doctrine of merger postulates that were the idea and expression are inextricably connected, it would not possible to distinguish between two. In other words, the expression should be such that it is the idea, and vice-versa, resulting in an inseparable “merger” of the two. Applying this doctrine courts have refused to protect (through copyright) the expression of an idea, which can be expressed only in a very limited manner, because doing so would confer monopoly on the idea itself. The decision in *Herbert Rosenthal Jewelry Corporation v. Kalpakian*, 446 F.2d 738 (1971) is illustrative in this regard. The plaintiffs there sued the defendants asking them to refrain from manufacturing bee shaped jewel pins. The Court held that the jewel shaped bee pin was an idea that anyone was free to copy, the expression of which could be possible only in a few ways; therefore, no copyright could subsist in it. In *Nichols*, Judge Learned Hand spoke about the famous “abstractions” test which the courts must follow, when confronted with the idea/expression dichotomy:*

“Upon any work, and especially upon a play, a great number of patterns of increasing generality will fit



equally well, as more and more of the incident is left out. The last may perhaps be no more than the most general statement of what the play is about, and at times might consist only of its title; but there is a point in this series of abstractions where they are no longer protected, since otherwise the playwright could prevent the use of his "ideas," to which, apart from their expression, his property is never extended. Holmes v. Hurst, 174 U.S. 82, 86, 19 S. Ct. 606, 43 L. Ed. 904; Guthrie v. Curlett, 36 F.(2d) 694 (CCA. 2)."

23. *The case of **Allen v. Academic Games League of Am.**, 89 F.3d 614 (9th Cir. 1996) is worth noticing at this stage. The plaintiff in that case contended that the rule books published by the defendants to play the games developed by the him, violated his copyright over the tournament rulebooks developed by him. The court rejected the plaintiffs claim and held that:*

*"A copyright only protects a particular expression of an idea and not the idea itself **Mazer v. Stein**, 347 U.S. 201, 218 (1954). Thus, ideas contained in a copyrighted work may be freely used so long as the copyrighted expression is not wholly appropriated. This is often the case with factual works where an idea contained in an expression cannot be communicated in a wide variety of ways. **Landsberg v. Scrabble Crossword Game Players, Inc.**, 736 F.2d 485, 488 (9th Cir. 1984), cert. denied, 469 U.S. 1037 (1984). Consequently, the notions of idea and expression may merge from such "stock" concepts that even verbatim reproduction of a factual work may not constitute infringement. **Accord See v. Durang**, 711 F.2d 141, 143 (9th Cir. 1983); **Sid & Marty Krofft Television Productions, Inc. v. McDonald's Corp.**, 562 F.2d 1157, 1163 (9th Cir. 1977); **Aliotti v. R. Dakin & Co.**, 831 F.2d 898, 901 (9th Cir. 1987).*

*This doctrine of merger is particularly applicable with respect to games "since they consist of abstract rules and play ideas." **Midway Mfg. Co. v. Bandai-America, Inc.**, 546 F.Supp. 125, 148 (D.N.J. 1982); see also **Anti-Monopoly, Inc. v. General Mills Fun Group**, 611 F.2d 296, 300 n.l. (9th Cir. 1979). A*



*similar logic has been applied to rules of a contest where most subsequent expressions of an idea of a rule are likely to appear similar to the words of a related rule. See **Morrissev v. Proctor & Gamble Co.**, 379 F.2d 675, 678-79 (1st Cir. 1967); **Affiliated Hospital Products, Inc. v. Merdel Game Mfg. Co.**, 513 F.2d 1183, 1188-89 (2nd Cir. 1975). Here, Allen has not shown that it is possible to distinguish the expression of the rules of his game manuals from the idea of the rules themselves. Thus, the doctrine of merger applies and although Allen may be entitled to copyright protection for the physical form of his games, he is not afforded protection for the premises or ideas underlying those games. To hold otherwise would give Allen a monopoly on such commonplace ideas as a simple rule on how youngsters should play their games.”* (emphasis supplied)

24. *The doctrine of merger was also applied in **Atari Inc v. North American Philips Consumer Electronics Corp**, 672 F.2d 607, (1982 US App. LEXIS 21341) to deny wider protection to elements in the video games. The US Court of Appeals (Seventh Circuit), speaking through a panel of three judges, said:*

*“...copyright protection does not extend to games as such. **Chamberlin v. Uris Sales Corp**, 150 F.2d. 512 (2d. Cir. 1945); see also **Anti-Monopoly, Inc. v. General Mills Fun Group**, 611 F. 2d. 296, 300 n. 1 (9th Cir. 1979)...”*

The above formulation is not meant to foreclose copyright protection to all games; indeed, there can be certain distinctive elements, or patterns, innovated or created by its author, which, though intrinsic to the game, can claim independent copyright protection.

25. *In India, in relation to games, rules and schemes (for playing) are not protectable under the Patents Act, 1970; they are not deemed inventions under the Act. Section 3 of the Patents Act, provides as follows:*

“3. WHAT ARE NOT INVENTIONS.

The following are not inventions within the meaning of



this Act,—

xxxxxxx

xxxxxxx

xxxxxxx

(m) a mere scheme or rule or method of performing mental act or method of playing game;...”

An untenable patent claim-as rules of a game are-cannot transmigrate into a wider, longer lasting copyrightable expression. Such rules, in the absence of clear segregation of the expression from the idea, cannot be granted copyright protection. The expression, in this case is the idea itself.

26. *The plaintiffs' claim to copyright is in respect of the three game-boards, with the diagonal criss-cross design with placement of the double word, triple word, double and triple letter values, as well as rules of the game. Every literary or artistic work, to be afforded protection, should be “original” under the Act. The content of what is ‘original’ has undergone considerable change from the previously applicable “sweat of the brow’ doctrine spelt out in **University of London Press** (supra) to the ‘modicum of creativity’ standard put forth in **Fiest Publication Inc. v. Rural Telephone Service**, 199 US 340 (1991). Our Supreme Court has also signified a shift; in **Eastern Book Company v. DB Modak**, (2008) 1 SCC 1, following the approach of the Canadian Supreme Court in **CCH Canadian Ltd. v. Law Society of Upper Canada**, (2004) 9 SCC 13, it rejected the sweat of the brow doctrine, (which conferred copyright on works merely because time, energy, skill and labour was expended, that is, originality of skill and labour), and held that the work must be original “in the sense that by virtue of selection, co-ordination or arrangement of pre-existing data contained in the work, a work somewhat different in character is produced by the author”. Our Supreme Court noticed that the two positions i.e. the sweat of the brow on the one hand, and “modicum of creativity”-were extreme; it preferred a higher threshold than the doctrine of “sweat of the brow” yet, not as high as “modicum of creativity”. Thus, our law too has recognized the shift, and mandates that not every effort or industry, or expending of skill, results in copyrightable work, but only those which create works that are somewhat different in character, involve some intellectual effort, and involve a certain degree of creativity. This standard of originality, is now applicable in respect of the plaintiffs' claim to copyright in various aspects of the game.*

27. *So far as the collocation of lines on the game board are*



concerned; the diagonal colour scheme with values for words, and the combination thereof, the element of modicum of creativity has not been shown, to measure up to the test of “originality”, post Eastern Book Company. Even otherwise, the creative expression, if any is minimalistic not to warrant copyright protection. Furthermore, and most importantly, the application of the doctrine of merger would mean that the colour scheme on such a board can be expressed only in a limited number of ways; if the plaintiffs' arrangement were to be avoided, it is not known whether the idea of such a word game could be played at all. Similarly, the reasoning in Allen and Atari, as far as copyrightability of rules of a game are concerned apply squarely, in this case. This doctrine of merger is applicable with respect to games as (according to those decisions) “they consist of abstract rules and play ideas.” By way of illustration, the arrangement of colours, values on the board, the collocation of lines, value for individual alphabetical tiles, etc have no intrinsic meaning, but for the rules. If these rules-which form the only method of expressing the underlying idea are to be subject to copyright, the idea in the game would be given monopoly: a result not intended by the lawmakers, who only wanted expression of ideas to be protected. Thus, this court concludes, prima facie, that the copyright claim of the plaintiff cannot be granted.”

25.8 In ***Hulm Entertainment Pvt. Ltd. & Ors. v. Fantasy Sports Myfab11 Pvt. Ltd. & Ors.***, 2023 SCC OnLine Del 6591, this Court relying on ***Mattel, Inc.*** (supra) observed that where the idea and expression are inexplicably linked or connected, it would not be possible to distinguish between the two and the expression should be such that it is the idea and vice-a-versa, resulting in an inseparable merger of the two.

25.9 In ***Samir Kansal v. Prashant Mehta & Ors.***, 2022 SCC OnLine Del 184, this Court relying on ***R.G Anand*** (supra) held that no one can claim copyright on the ‘game of cricket’ or its evaluation into different formats. It was observed in the said decision that several permutations and combinations in the format of playing the ‘game of cricket’ have been evolved over a period of centuries, therefore, it is reasonable that there can



2026:DHC:3001



also be no copyright in the evolution of cricket over a period of time from a '5-Day Test Match Series' to 'T-20 Matches / One-Dayers'.

25.10 In view of the above settled position of law, the Plaintiff cannot claim any proprietary right over a Format/Rules of Play of the already existing and popular game of Golf. The sport of Golf is governed by the R&A group of companies and United States Golf Associations (USGA). The USGA exercises jurisdiction over United States and Mexico, whereas R&A exercises jurisdiction in the remaining part of the world.

25.11 Apart from the traditional manner in which the Golf is played with Single Player competing against the other Single Player(s) to get the best score, it is also played in various other well-recognized formats and with different Rules of Play. The Rules of Golf are published by R&A and Rule 22 of the R&A Rules provide for a popular format of Golf known as 'Alternate Shot', in which golfers compete in teams of two, using only one ball per team, and taking alternate shots until the hole is completed. The said format has been played in popular golf competitions such as Rider Cup, Solheim Cup and Presidents Cup. Since 2000, this format has been used with alternating rounds of Four-Ball by the world cup of Golf and since 2017, by Zurich Classic on the PGA Tour.

25.12 In the present case, the Defendants have adopted the format of 'Alternate Golf' with minor variations i.e. (i) it involves four players in one team rather than conventional two members team in case of 'Alternate Golf'; and, (ii) game is played on one hole using floating / mobile tee offs (starting point of a hole) and revolving leg positions (where the hole ends).



2026:DHC:3001



Thus, adoption of renowned format of ‘Alternate Golf’ by Defendants can in no manner be construed to be copyright infringement.

25.13 Even otherwise, the exact format over which the Plaintiff claims copyright has been played widely all over the world and many of such events / games have been held even prior to the alleged conceptualization of the Plaintiff’s original work.

25.14 The reliance on *Eastern Book Company (supra)* by the Plaintiff is misplaced as the Plaintiff cannot claim copyright over a non-copyrightable subject matter, i.e., sports formats. The said judgment exclusively deals with the copyrightability of editorial inputs added to judicial decisions. However, the Plaintiff asserts copyright over a sport format and game mechanics, which are rules of play emanating from the pre-existing game of Golf and such rules do not constitute literary expression and, therefore, fall squarely outside the scope of copyright protection.

25.15 The reliance placed on *Urmi Juvekar (supra)* is misplaced as the nature of the copyrightable work recognized in that case was different from the Plaintiff’s alleged work as the Plaintiff cannot claim copyright over scoring rules, game play mechanics of a Golf format, which are merely methods of play and excluded from protection under the idea / expression dichotomy and the ‘Doctrine of Merger’.

25.16 Further, the decision in *Atari (supra)* concerned copyright infringement of an audio-visual video game, its visual displays, graphical characters etc., whereas the Plaintiff has sought protection for the rules, mechanics and game play of a Golf format.



25.17 The allegation of the Plaintiff regarding breach of confidentiality, the Plaintiff himself had admittedly conducted “THE SMASH LEAGUE” tournament at Chandigarh in February 2020, wherein the game play mechanics were openly implemented, demonstrated and necessarily disclosed to all participants and spectators. Therefore, any claim by the Plaintiff that such rules constituted secret, protectable material is incompatible with the Plaintiff’s deliberate and voluntarily decision to publicly stage the tournament without any confidentiality agreement or obligations or restrictions being imposed. The Plaintiff’s own disclosures place the alleged format squarely in the public domain, eliminating any foundation for claims of confidentiality, originality or exclusive rights. Further, there was no confidential relationship or any confidentiality agreement between the Plaintiff and the Defendants. The Plaintiff voluntarily circulated his alleged Work to players, coaches and third parties without any confidentiality protections. Therefore, the Plaintiff’s reliance on *Zee Telefilms Ltd.* (*supra*) and *Anil Gupta* (*supra*) is misplaced.

25.18 In view of the above, the interim injunction sought by the Plaintiff be rejected as the Plaintiff is not entitled to copyright protection for the rules, mechanics and game play of a golf format since copyright cannot subsist in a sports format.

REJOINDER SUBMISSIONS ON BEHALF OF THE PLAINTIFF

26. Learned Senior Counsel for the Plaintiff submitted that:

26.1 The Defendants have admitted that several permutations and combinations in format for playing the game of golf exist and have been evolved over a period of time. The Defendants have further admitted that the



2026:DHC:3001



Plaintiff's "SHOT SQUAD LEAGUE" and Defendants "IGPL Invitational Golf 2024 Tournament" are both expressions of the game of golf to be played in teams and there are numerous ways to structure golf competitions involving teams.

26.2 Even assuming that several permutations and combinations of the Rules / Formats offer playing the game of golf exists and having been evolved over a period of time, the Plaintiff's Work has significant distinguishing elements making it an original work, which can be protected by copyright. It is settled law that expression of an idea is a subject pattern worthy of copyright.

26.3 The Plaintiff's Work is not merely an idea or its expression is inextricably linked to the idea of golf. The Defendants have failed to show as to how Plaintiff's Work is merely an idea. The Plaintiff has obtained the copyright registration for the original literary work titled as "SHOT SQUAD LEAGUE" bearing registration No.L-87301/2019, which is valid and subsisting. Further, the Plaintiff has officially launched and performed the Literary Work by conducting a competitive tournament for the first time on 02.03.2020 at Chandigarh where Defendant No.1 was an active participant. Therefore, the "SHOT SQUAD LEAGUE"/ "THE SMASH LEAGUE" is an original expression with an original team format that allows the players to score and perform within the scope and governance of the sport.

26.4 The Defendants have not denied that the Impugned Sheet, which was provided / shared during the tournament "IGPL FLASH GOLF / SMASH FORMAT" at Jaypee Greens Golf Course, Greater Noida on 28.06.2024, was a substantial reproduction of the Plaintiff's registered Literary Work



2026:DHC:3001



being “SHOT SQUAD LEAGUE”. Consequently, the Defendants have effectively admitted to be engaged in copyright infringement insofar as the Impugned Sheet is concerned. As per the comparison chart between the Plaintiff’s Work and the Impugned Sheet, it is clearly demonstrated that the details of Impugned Work provided in the Impugned Sheet is nothing but a glaring reproduction of the Plaintiff’s Literary Work, amounting to copyright infringement.

26.5 Various similar Golf formats relied upon by the Defendants are irrelevant as none of the formats exhibit the unique combinations of Game Mechanics / Game Play embodied in the Plaintiff’s original work being “SHOT SQUAD LEAGUE”. Mere existence of team-based variations in the game of Golf do not undermine or negate the originality of Plaintiff’s structured format, which includes novel and distinctive features and elements such as specific roles, specialized clubs used, defined drop zones etc., amounting to original expression of the Plaintiff’s Work.

26.6 Accordingly, the present Application be allowed and the interim injunction as prayed be granted.

ANALYSIS AND FINDINGS:

27. In terms of the order dated 09.12.2025, the interim injunction sought in Paragraph 23(c) of this Application with regard to infringement of Mark



“THE SMASH LEAGUE” / does not survive and, accordingly, this judgment only deals with the prayers regarding infringement of copyright.



2026:DHC:3001



28. The Plaintiff has sought protection of his copyright in the Plaintiff's Work titled "SHOT SQUAD LEAGUE" having copyright registration dated 27.11.2019 bearing registration No. L-87301/2019. The copyrighted work of the Plaintiff is reproduced as under:

  **Extracts
from the Register
of Copyrights**

Copyright Office
Government of India

सत्यमेव जयते

219

 **Dated: 27/11/2019**

1. Registration Number	:	L-87301/2019
2. Name, address and nationality of the applicant	:	GURBAAZ PRATAP SINGH MANN, HOUSE NO. 1072, SECTOR - 27 - B, CHANDIGARH-160019 INDIAN
3. Nature of the applicant's interest in the copyright of the work	:	AUTHOR
4. Class and description of the work	:	LITERARY/ DRAMATIC WORK
5. Title of the work	:	SHOT SQUAD LEAGUE
6. Language of the work	:	ENGLISH
7. Name, address and nationality of the author and if the author is deceased, date of his decease	:	GURBAAZ PRATAP SINGH MANN, HOUSE NO. 1072, SECTOR - 27 - B, CHANDIGARH-160019 INDIAN
8. Whether the work is published or unpublished	:	UNPUBLISHED
9. Year and country of first publication and name, address and nationality of the publisher	:	N.A.
10. Years and countries of subsequent publications, if any, and names, addresses and nationalities of the publishers	:	N.A.
11. Names, addresses and nationalities of the owners of various rights comprising the copyright in the work and the extent of rights held by each, together with particulars of assignments and licences, if any	:	GURBAAZ PRATAP SINGH MANN, HOUSE NO. 1072, SECTOR - 27 - B, CHANDIGARH-160019 INDIAN
12. Names, addresses and nationalities of other persons, if any, authorised to assign or licence of rights comprising the copyright	:	GURBAAZ PRATAP SINGH MANN, HOUSE NO. 1072, SECTOR - 27 - B, CHANDIGARH-160019 INDIAN
13. If the work is an 'Artistic work', the location of the original work, including name, address and nationality of the person in possession of the work. (In the case of an architectural work, the year of completion of the work should also be shown).	:	N.A.
14. If the work is an 'Artistic work' which is used or capable of being used in relation to any goods or services, the application should include a certification from the Registrar of Trade Marks in terms of the provision to Sub-Section (i) of Section 45 of the Copyright Act, 1957.	:	N.A.
15. If the work is an 'Artistic work', whether it is registered under the Designs Act 2000 if yes give details.	:	N.A.
16. If the work is an 'Artistic work', capable of being registered as a design under the Designs Act 2000, whether it has been applied to an article through an industrial process and, if yes, the number of times it is reproduced.	:	N.A.
17. Remarks, if any	:	

Diary Number : 16097/2019-CO/L
Date of Application : 14/10/2019
Date of Receipt : 14/10/2019

 
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NEW DELHI
Reg. No. The-63804/2019
Date 27/11/2019

SHORT GAME GOLF TEAM FORMAT:

The Short Game Golf has 4 broad disciplines (also to be addressed as Specializations):

1. Driving and Tee Shot
2. Fairway- woods, hybrids and Irons
3. Wedges and Short Game
4. Putting

The Golf Format encourages individual players to focus completely on each of these 4 separate disciplines in a 2 or more member team format. This way the slight nuances required within the change of these 4 disciplines are no longer hindrances in the competitiveness and enjoyment of the sport. For players and potentially new players who face time restrictions to play the sport may now choose to specialize in just one of the above mentioned disciplines of the sport and yet compete as a team.

Rules:

1. Each Team is a 2 or more member team
2. Each Player must declare their "SPECIALIZATION" (Discipline) or multiple specializations (disciplines).
3. Only 14 clubs are allotted to the team just as an individual player would be for a round.
 - Tee Specialist – As per event rules
 - Fairway Specialist – As per event rules
 - Wedge Specialist – As per event rules
 - Putting Specialist – As per event rules
 - All in all the team must not exceed 14 clubs.
4. In the case of "PAR 3" Holes, the Fairway, Tee or Wedge Specialist may choose to hit the Tee shot depending on the preferred choice of club. However for Par 4's and Par 5's, only the Tee Specialist may hit from the Tee Box.



After the tee ball has been played, the players may choose the club of choice and responding specialist to play on.

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Reg. No. The 3301/2019
Date 27/11/2019

THE GOLF TEAM FORMAT:

The Golf Team Format has 4 broad disciplines (also to be addressed as Specializations):

1. Driving and Tee Shot
2. Fairway- woods, hybrids and Irons
3. Wedges and Short Game
4. Putting

The Golf Format encourages individual players to focus completely on each of these 4 separate disciplines in a 2 or more member team format. This way the slight nuances required within the change of these 4 disciplines are no longer hindrances in the competitiveness and enjoyment of the sport. For players and potentially new players who face time restrictions to play the sport may now choose to specialize in just one of the above mentioned disciplines of the sport and yet compete as a team.

Rules:

1. Each Team is a 2 or more member team
2. Each Player must declare their "SPECIALIZATION" (Discipline) or multiple specializations (disciplines).
3. Only 14 clubs are allotted to the team just as an individual player would be for a round.
 - Tee Specialist – As per event rules
 - Fairway Specialist – As per event rules
 - Wedge Specialist – As per event rules
 - Putting Specialist – As per event rules
 - All in all the team must not exceed 14 clubs.
4. In the case of "PAR 3" Holes, the Fairway, Tee or Wedge Specialist may choose to hit the Tee shot depending on the preferred choice of club. However for Par 4's and Par 5's, only the Tee Specialist may hit from the Tee Box.



For the tee ball has been played, the players may choose the club of choice and responding specialist to play on.

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6. Players are given time allowances

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Date 27/11/2019

"Time Keeping" is a new addition to the sport to ensure that everyone on the hole is able to maintain pace of play. The pace will be set the moment the tee ball is hit.

8. Worst score on the hole is defined by the event organization or concerned management.

9. In case of Out of bounds or probable ball lost, the provisional ball must be played immediately as the clock will not reset for the new ball in play on the hole.

10. Rules of GOLF apply with any changes that local organizations or event may need to run the format successfully.

Advantages:

1. Time saving and can save more than half the time required to play 18 holes.
2. Team Format with more strategy and based on individual skill sets.
3. Equal Opportunity sport across gender age and disability.
4. Introduces a new Team ranking on a global scale.



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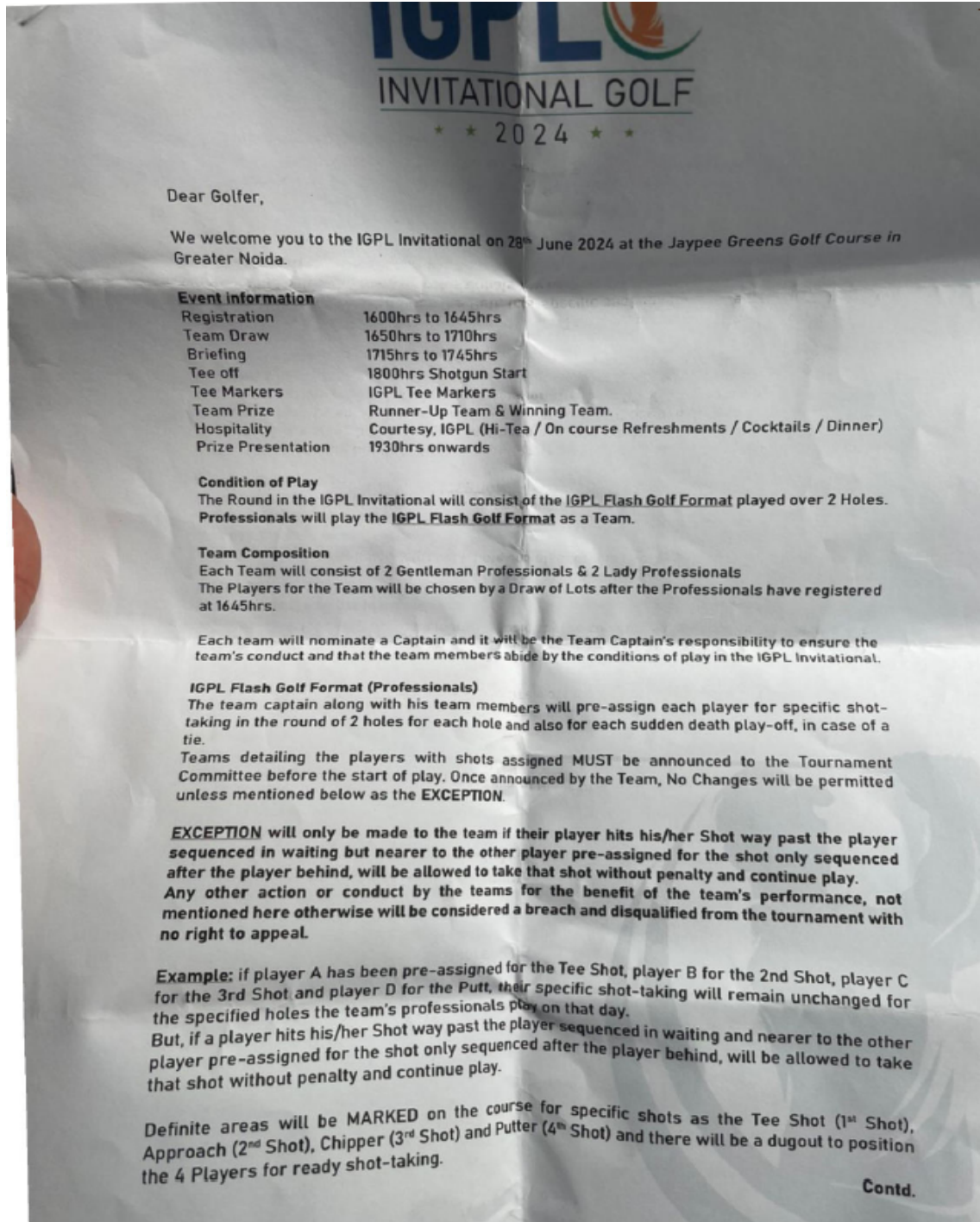
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29. The Plaintiff has claimed that by using the Impugned Sheet at Impugned Work, the Defendants have committed the infringement of the copyright in Plaintiff's Work. The Impugned Sheet is reproduced as under:





2026:DHC:3001



INVITATIONAL GOLF

★ ★ 2024 ★ ★

Penalty(s)

Out of Play

A ball will be considered out-of-play if the ball comes to rest outside the boundary of the runner boards which otherwise defines the layout of the hole as an arena or in the hazard. Teams MUST use the nearest drop zone with a penalty of 1 shot and continue play.

Ball in motion touched and altered by it's own team members

A ball will be considered out-of-play if the ball-in-motion is touched and altered by its own team members. Teams MUST use the nearest drop zone with a penalty of 1 shot and continue play.

SCORING

The Team score will consist of the team's professional score for the hole and will be based on gross scores which will contribute and combine as the team's total score in the IGPL Invitational.

Time Limitation

Each Hole will be granted 120 seconds to complete which will be the specified time limit. If a team finishes the Hole above 120 seconds, 1 stroke will be added to the team score.

Besides the Ball-in-play, Players are advised to keep a spare Golf Ball with them at all times during the IGPL Flash Golf Round.

RESULTS

The gross score by the team's professional and the total score will lead to the leaderboard being decided.

The team with the lowest score will be the winner of the IGPL Invitational.

Prize Money

Winning Team: INR.1,00,000/- (@ INR.25,000/- to each professional)

Runner-up Team: INR.60,000/- (@ INR.15,000/- to each professional)

SCORES/POINTS TIED

If scores are tied, a sudden-death playoff will be conducted to decide the winners of the IGPL Invitational in the exact sequence detailed below by the already announced pre-assigned players:

1. 1st play-off hole - Par 3
2. 2nd play-off hole - Bunker shot
3. 3rd play-off hole - Chip Shot
4. 4th play-off - 15 feet putt
5. 5th play-off - 10 feet putt
6. And, if still tied then prize money shared

Enjoy your round and make it memorable!

Tournament Committee



30. As per the comparison between the Plaintiff's Work and Impugned Sheet, the following expressions in the Impugned Sheet are claimed by the Plaintiff to be a copy of the Plaintiff's Literary Work:

30.1 **Provision of Team**: Impugned Sheet provides that the professional will play the IGPL Flash Golf Format as a 'team', whereas the Plaintiff's Work provides that each team is a two, or more, member team. This shows that both the Impugned Work and the Plaintiff's Work provide for team play. However, merely by providing a team play would not amount to infringement of copyright in Plaintiff's Work as team play in game of golf is not an original idea that is expressed in the Plaintiff's Work. In the Rules of R&A, the team play is provided in Rule 22 which is reproduced as under:

“22 Foursomes (Also Known as Alternate Shot)

22.1 Overview of Foursomes

Foursomes (also known as Alternate Shot) is a form of play involving partners (in either match play or stroke play) where two partners compete as a side by playing one ball in alternating order on each hole.

Rules 1-20 apply to this form of play (with the side playing one ball being treated in the same way as the individual player is treated), as modified by these specific Rules.

A variation of this is a form of match play known as Threesomes, where an individual player competes against a side of two partners who play alternating shots under these specific Rules.

22.2 Either Partner May Act for Side

As both partners compete as one side playing only one ball:

- Either partner may take any allowed action for the side before the stroke is made, such as to mark the spot of the ball and lift, replace, drop and place the ball, no matter which partner's turn it is to play next for the side.*
- A partner and their caddie may help the other partner in any way that the other partner's caddie is allowed to help (such as to give and be asked for advice and take the other actions*



allowed under Rule 10), but must not give any help that the other partner's caddie is not allowed to give under the Rules.

- *Any action taken or breach of the Rules by either partner or either caddie applies to the side.*

In stroke play, only one of the partners needs to certify the side's hole scores on the scorecard (see Rule 3.3b).

22.3 Side Must Alternate in Making Strokes

On each hole, the partners must make each stroke for the side in alternating order:

- *Partners must alternate the order in which they play first from the teeing area of each hole.*
- *After the side's first stroke from the teeing area of a hole, the partners must alternate strokes for the rest of the hole.*
- *If a stroke is cancelled, replayed or otherwise does not count under any Rule (except when a stroke is made in the wrong order in breach of this Rule), the same partner who made the stroke must make the next stroke for the side.*
- *If the side decides to play a provisional ball, it must be played by the partner whose turn it is to play the side's next stroke.*

Any penalty strokes for the side do not affect the partners' alternating order of play.

Penalty for Making a Stroke in the Wrong Order in Breach of Rule 22.3: General Penalty.

In stroke play, the side must correct the mistake:

- *The right partner must make a stroke from where the side made the first stroke in the wrong order (see Rule 14.6).*
- *The stroke made in the wrong order and any more strokes before the mistake is corrected (including strokes made and any penalty strokes solely from playing that ball) do not count.*
- *If the side does not correct the mistake before making a stroke to begin another hole or, for the last hole of the round, before returning its scorecard, the side is disqualified.*

22.4 Starting the Round

22.4a Partner to Play First



The side may choose which partner will play from the first teeing area in starting the round, unless the Terms of the Competition say which partner must play first. The side's round starts when that partner makes a stroke to start the side's first hole.

22.4b Starting Time and Starting Point

Rule 5.3a applies differently to each partner based on who will play first for the side:

The partner who will play first must be ready to play at the starting time and starting point, and must start at (and not before) that time.

The partner who will play second must be present at the starting time either at the starting point or on the hole near where the ball played from the teeing area is expected to come to rest.

If either partner is not present in this way, the side is in breach of Rule 5.3a.

22.5 Partners May Share Clubs

Rule 4.1b(2) is modified to allow partners to share clubs, so long as the total number of clubs they have together is not more than 14.

22.6 Restriction on Player Standing Behind Partner When Stroke Made

In addition to the limitations in Rule 10.2b(4), a player must not stand on or close to an extension of the line of play behind the ball while their partner is making a stroke to gain information for the side's next stroke.

Penalty for Breach of Rule 22.6: General Penalty"

In view of the above, the idea of team play in the game of golf is not original and, therefore, the Plaintiff cannot claim copyright in the expression of the said idea in the Plaintiff's Work.

30.2 **Announcing / Declaring the Role of a Player:** In the Impugned Sheet, it is stipulated that the team members will pre-assign each player for specific shot taking and the same must be announced before the start of the



play, whereas in the Plaintiff's Literary Work, it is provided that each player must declare their 'specialization' / 'discipline' or multiple 'specializations' / 'disciplines'. A comparison of this requirement in the Impugned Sheet as well as the Plaintiff's Work shows that the team members will assign a player for specific shots, however, there is no requirement to declare their specialization. In the Impugned Sheet, any player can be assigned for specific shot taking and there is no restriction for a particular player to declare their specialization / discipline. Accordingly, there is no copy of the Plaintiff's Work in the Impugned Sheet when it provides that the team members will pre-assign each player for specific shot taking.

30.3 Types of Shots / Role of Players based on the type of Shots: The Impugned Sheet provides that if 'A' player has been pre-assigned for Tee Shot, player 'B' for the second shot, player 'C' for the third shot and player 'D' for the putt, definite areas will be marked on the course for specific shots, whereas the Plaintiff's Work provide that there will be Tee Specialist, Fairway Specialist, Wedge Specialist and Putting Specialist as per the event rules. The comparison between the Impugned Sheet and the Plaintiff's Work shows that in the Impugned Work, different players can be pre-assigned for different shots and there will be specific marking on the course for specific shots. However, in the Plaintiff's Work, there will be specialist for each of the shots as per the event rules. Thus, the Impugned Work is not a copy of the Plaintiff's Work as there is no requirement in the Impugned Work to specify the specialists and any player can be pre-assigned for various shots, which can be taken from definite areas marked for specific shots. Although, there is similarity between the pre-assigned shots in Impugned Work and designating specialist for each shot in Plaintiff's Work, both are



2026:DHC:3001



substantively different and cannot be said to be a copy of the Plaintiff's Work.

30.4 **Provision of Specified Time:** The Impugned Sheet provides for time limitation and states that each hole will be granted 120 seconds to complete, whereas the Plaintiff's Literary Work provides that time keeping will be set the moment tee ball is hit. Therefore, the requirement of Time Limitation in the Impugned Work and Time Keeping in the Plaintiff's Work is entirely different as there is no restriction of time to complete each hole in the Plaintiff's Work, which only provides that Time Keeping will be introduced to maintain the pace of play, which will be set the moment the tee ball is hit. In view of the same, there is no copying of Plaintiff's Work in the Impugned Sheet for this particular aspect.

30.5 **Provisional / Spare Ball to be with Players during the Play:** Impugned Sheet provides that besides the ball-in-play, the players are advised to keep a spare ball with them at all times. The Plaintiff's Literary Work provides that in case of out of bound or probable ball loss, the provisional ball must be played immediately as the clock will not reset for the new ball-in-play on the hole. A comparative analysis of this requirement in both the Impugned Sheet as well as Plaintiff's Literary Work would show that there is no similarity between the respective provisions for provisional ball / spare ball. The Impugned Sheet only advises the player to keep a spare golf ball, whereas the Plaintiff's Work requires the player to immediately play the provisional ball in case of out of bounds or probable ball loss. Clearly, there is no copying of Plaintiff's Work by the Impugned Work in this aspect.



2026:DHC:3001



30.6 **Similar Number of Holes:** Impugned Sheet provides that “IGPL Flash Format” will be played over two holes, whereas the Plaintiff’s Literary Work provides that it will be played over 1 to 6 holes. Therefore, there is no copying by Impugned Work of Plaintiff’s Literary Work as regards the number of holes to be played.

30.7 **Ranking based on Team’s Performance:** Impugned Sheet provides that the gross score by the team’s professional and the total score will lead to the leaderboard being decided and the team with the lowest score will be the winner. The Plaintiff’s Literary Work provides that there will be a new team ranking on a global scale and the worst score on the hole is defined by the event management. The Impugned Work provides that the gross score of the team’s professional and the total score will be taken into consideration for declaring the winner. However, the Plaintiff’s Work only mentions about team ranking without providing how the score of the team will be decided as it is left to be defined by the event management. Hence, there is no copying by the Impugned Work of the team’s ranking as provided in the Plaintiff’s Impugned Work.

30.8 **Out of Play:** Impugned Sheet provides that a ball will be considered out-of-play if the ball comes to rest outside the boundary of the runner and the teams must use the nearest drop zone and continue to play, whereas the Plaintiff’s Literary Work provides that in case of out of bounds, the provisional ball must be played immediately. This requirement of out-of-play is not unique and original in the Impugned Work as well as the Plaintiff’s Literary Work. The same requirement is already stipulated in the traditional game of golf. Hence, the Plaintiff cannot claim copyright on this requirement.



2026:DHC:3001



31. The above analysis shows that the infringement alleged by the Plaintiff of his Literary Work is not borne out from the comparison between the Plaintiff's Literary Work for which the Plaintiff has obtained copyright registration, and the Defendants' Impugned Work. The analysis of the table provided by Plaintiff himself to establish infringement of copyright clearly shows that none of the elements of the Plaintiff's Work has been copied by the Defendants.

32. There is no cavil that the Plaintiff is owner of the copyright contained in Plaintiff's Literary Work for which the Plaintiff has obtained registration. Therefore, the Plaintiff enjoys copyright in the Literary Work titled as "SHOT SQUAD LEAGUE". Further, the Plaintiff has expressed his idea in form of the Literary Work which has been granted registration. Hence, the law laid down in *R.G Anand (supra)*, *Hulm Entertainment Pvt. Ltd. (supra)* and *Sanjay Kumar Gupta (supra)* is not relevant.

33. As the Plaintiff's expression of idea contained in the Literary Work titled as "SHOT SQUAD LEAGUE" contains game format, rules, penalties, team structure and club limitation for player, Plaintiff's Work satisfies the doctrine of 'Modicum of Creativity' and will not be hit by 'Doctrine of Merger' as held in *Mattel, Inc. (supra)*, which holds that when there are multiple ways to express the same idea, the Doctrine of Merger will not apply. The Plaintiff's Work is not abstract rules and play ideas and, therefore, the reliance placed by Defendants on *Samir Kansal (supra)* will not be relevant as the said decision involved a league that continued to play the same game of cricket using the same rules and format as the traditional sport. In the present case, the Plaintiff's Work involves a significant



2026:DHC:3001



distinction between the standard game of golf and the “SHOT SQUAD LEAGUE” / “THE SMASH LEAGUE” introduced by the Plaintiff.

34. With respect to the allegation of breach of confidentiality by the Defendants, the Plaintiff has not established any enforceable obligation of confidentiality on the part of the Defendants. The Plaintiff disclosed information regarding their work both to the Defendants and publicly during the tournament held in Chandigarh, thus precluding any claim of confidentiality over such work. Accordingly, there is no basis for granting an injunction based on the alleged breach of confidentiality by the Defendants.

35. Furthermore, the Plaintiff has failed to demonstrate a *prima facie* case of copying concerning the literary work titled “SHOT SQUAD LEAGUE” by the Defendants through their use of the Impugned Sheet for the Impugned Work. Comparative analysis indicates the absence of any unauthorized copying. Since the Defendants have not reproduced the Plaintiff’s work in the Impugned Sheet related to the Impugned Work, they cannot be restrained in the manner sought by the Plaintiff.

36. For these reasons, the balance of convenience favors the Defendants, as the Plaintiff is not likely to suffer irreparable harm during the pendency of the suit if the requested restraint is not imposed.

37. As a result, the present Application seeking interim injunction is dismissed. However, it is clarified that the undertaking given by the Defendants recorded *vide* order dated 09.12.2025 that the Defendants have voluntarily ceased using the word ‘SMASH’ and in place of the same, are



2026:DHC:3001



using the word 'FLASH' and that they will continue to do so during the pendency of this Suit, shall continue to operate.

TEJAS KARIA, J

APRIL 10, 2026

'gsr'