

24/09/2026

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
R/CRIMINAL MISC.APPLICATION (FOR QUASHING & SET ASIDE
FIR/ORDER) NO. 21985 of 2014

FOR APPROVAL AND SIGNATURE:

HONOURABLE MR.JUSTICE P. M. RAVAL

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Approved for Reporting	Yes	No
		No
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BHUPATBHAI MANJIBHAI SINDHAV & ANR.
Versus
STATE OF GUJARAT & ANR.

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Appearance:
MS. KRUTI M SHAH(2428) for the Applicant(s) No. 1,2
ADVOCATE NOTICE SERVED for the Respondent(s) No. 2
MR ROHAN SHAH APP for the Respondent(s) No. 1

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CORAM:HONOURABLE MR.JUSTICE P. M. RAVAL

Date : 24/09/2026

ORAL JUDGMENT

1. The applicants before this Court, have invoked inherent powers of this Court conferred under Section 482 of the Code of Criminal Procedure, 1973 ('Cr.P.C.', for short) seeking prayer to quash and set aside the FIR being II-C.R.No. 454 of 2014 lodged before Kamrej Police Station, Dist. Surat Rural for offences punishable under Sections 63, 65, 69 of the Copy Right Act, 1957 against the applicant dated 27.12.2014.
2. The facts narrated in the FIR are as follow:

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"I, Mohammad Akil Mohammad Yakub Murghe, an Indian citizen, aged 50 years, residing at A-103, opposite Baitul Aman / Baitul Nasar Colony, Nallasopara (West), Maharashtra - 401203, am an Intellectual Property Rights (IPR) Consultant for Taj Television (India) Pvt. Ltd. The company's office is situated on the 5th Floor, Tuipell, near Kuber Chambers, Off Link Road, Andheri (West), Mumbai - 400053.

Taj Television (India) Pvt. Ltd. holds authorization for the pay channels of Zee Media and Turner International. It retains the legal right to take legal action in cases of copyright infringement or rights violations.

Taj Television (India) Pvt. Ltd. informed me that Bhupendra Singha is the owner of Shivam Cable Network. His address is Kathor Main Road, near Dhaniyana School, Kamrej Taluka - 394150, District Surat. This operator does not possess authorization from the company to transmit Digital Addressable System (DAS) signals. The company served a notice to this cable operator (Shivam Cable Network) on 15-11-2014. Despite receiving the notice, the cable operator obtained a connection from Dev Shree Cable Network in Surat, utilized DAS signal equipment in Kathor, and is illegally and unauthorizedly broadcasting the pay channels of Zee and Turner International owned by Taj Television (India) Pvt. Ltd. Dev Shree Cable Network is authorized to broadcast only within Surat city. However, by extending a connection to Kathor, they are violating the notices issued by the Telecom Regulatory Authority of India (TRAI), Government of India. Transmitting DAS signals into a non-DAS area constitutes an illegal violation of TRAI regulations and copyright laws. Dev Shree Cable Network is authorized to broadcast only within Surat city. However, by extending a connection to Kathor, they are violating the notices issued by the Telecom Regulatory Authority of India (TRAI), Government

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of India. Transmitting DAS signals into a non-DAS area constitutes an illegal violation of TRAI regulations and copyright laws.

Taj Television (India) Pvt. Ltd. has issued me Power of Attorney No. 100, valid from 23-12-2014 to 31-01-2015. On behalf of the company, I am authorized to pursue legal action, obtain assistance from the police, file an FIR, and legally halt these unauthorized activities. For inspection purposes, on 26-12-2014 at 12:00 PM, I rented Room No. 104 at Hotel Oval Inn Guest House, located on National Highway No. 8 in Kathor village. Upon turning on the television in the room and inquiring about the cable source, I learned that the connection was provided by Shivam Cable Network. When I operated the television, pay channels of Taj Television (India) Pvt. Ltd. were displaying along with the logo of Dev Shree Cable Network. I immediately recorded the video of these broadcasts between 12:05 PM and 12:45 PM using my Micromax A116 mobile phone camera. The following channels were running:

- 1. Cartoon Network*
- 2. Pogo*
- 3. HBO*
- 4. CNN International*
- 5. Zee Cinema*
- 6. Zee Talkies*
- 7. Zee Telugu*
- 8. Zee Premier*
- 9. Ten Cricket*
- 10. Ten Action*

The authorization letter provided by Taj Television (India) Pvt. Ltd. and the recorded video evidence demonstrate that Bhupendra Singha (Shivam Cable Network) and Gopalbhai Valjibhai Gohil, manager of Dev Shree Cable Network, are stealing pay channels owned by Taj Television (India) Pvt. Ltd. in violation of copyright laws and TRAI regulations.

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I humbly request you, Sir, to register my complaint, initiate legal proceedings against them for illegal copyright infringement, and issue an order to restrain/ban their activities."

3. Ms. Kruti Shah, learned advocate for the applicants would submit that no offence under Sections 63, 65, 69 of the Copy Right Act, 1957 is made inasmuch as the FIR itself states that applicant no.2 company had rights to broadcast in Surat City, however, what has been disputed is with regard to transmission / broadcasting of channels at Village Kathor, which according to the complainant is not falling under DAS Phase-II area of Surat has informed to him by the Residential Additional Collector and Nodal Officer for DAS Area of Surat vide communication dated 21.05.2015 to the Manager of Taj Television India Pvt Ltd., Mumbai. Thus, it is argued that on hand the complainant is arguing with regard to breach of copyright whereas in the complaint itself it is clearly stated that in Surat City the applicant had right to broadcast the channels however, it is only with regard to broadcasting in area of Village Kathor that he had breached the provisions of Sections 63, 65, 69 of the Copy Right Act, 1957 would not apply.
4. Learned advocate for the applicants would submit that vide intimation dated 29.09.2007 Dewshree Network Pvt Ltd. had already informed to Star India Pvt. Ltd that Dewshree has merged Pardi cable

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network and vide intimation dated 08.01.2007 had informed again that Dewshree have merged Shivam cable in their network from 01.01.2007. Thus, both the applicants had rights of broadcasting and there is no breach of any copy right as alleged in the FIR.

5. It is further argued that if at all there is breach of any provisions of Cable Television Networks (Regulation) Act, 1995 and the Cable Television Networks Rules, 1994 for which FIR cannot be lodged and that the complainant is not the competent authority as prescribed under the Act or the Rules. Has thus argued to allow the present application.
6. Lastly it is submitted that even otherwise no case of infringement of copy right is made out and has thus argued to allow the present application.
7. Respondent No.2 has appeared and filed his affidavit in reply, however after advocate notice was served has not engaged new lawyer nor has remained present. The contents in nutshell of the affidavit in reply are as follows:

1. The deponent is an I.P.R. Consultant for Taj Television India Pvt. Ltd. (located at Off Link Road, Andheri West, Mumbai) and was duly authorized by the company to report the offences and file the complaint at Kamrej Police Station, Surat. Copies of

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the authority letter and Power of Attorney (POA) issued in favor of the deponent are annexed.

2. Channels Distributed by Taj Television India Pvt. Ltd.

Taj Television India Pvt. Ltd. is the authorized distributor of numerous pay TV channels in India. These channels include:

- **Zee Network Channels:** Zee TV, Zee TV HD, Zee Cinema, Zee Cinema HD, Zee Marathi, Zee Café, Zee Studio, Zee Studio HD, Zee Bangla, Zee Salaam, Zee ETC, Zing, Zee Jagran, Zee Talkies, Zee KhanaKhazana, Zee Smile, Zee Kannada, Zee Telugu, Zee Classic, Zee Action, Zee Premier, 9X, Zee Bangla Cinema, Zee Q, & Pictures, Zee Anmol, Zindagi, Zee News, Zee Punjab Haryana Himachal, Zee Business, Zee Sangam, 24 Ghanta, Zee 24 Taas, Zee Tamizh, Zee Kalinga, Zee Madhya Pradesh Chattisgarh, Zee Marudhara.
- **Sports & International Channels:** Ten Sports, Ten Sports HD, Ten Cricket, Ten Action, Ten Golf, Cartoon Network, Pogo, WB, HBO, CNN International.
- Copies of the Registration Certificate of Establishment and other relevant documents are annexed.

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3. Denial of Applicants' Contentions

The complainant explicitly denies all contentions, averments, and statements made by the applicants in their quashing application. Failure to traverse specific points does not constitute admission. This reply sets out the true facts for proper adjudication.

4. Absence of Valid Transmission Agreement for Kathor

The applicants are not entitled to any legal relief as they suppressed crucial facts from the Court. The applicants had an agreement dated 04/07/2012 valid only from 01/04/2012 to 31/03/2013. Following its expiry, the applicants failed to sign any fresh agreement for the transmission of analog signals in Village Kathor, Taluka Kamrej, District Surat.

5. Implementation of Digital Addressable System (DAS)

Pursuant to a Government Notification dated 11-11-2011, Phase-II Digital Addressable Cable TV System (DAS) was implemented w.e.f. 31/03/2013 for cities with a population exceeding one million, which included Surat Municipal limits.

6. Unauthorized Transmission and Illegal Signal Piracy

- The Memorandum of Understanding (MOU) dated 24-06-2013 authorized signal transmission strictly

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within the designated DAS area of Surat.

- The applicants, acting in connivance with each other, illegally transmitted signals outside the DAS area into non-DAS Phase-II areas (specifically Village Kathor).
- On-site inspection recorded on a Micromax mobile camera caught the applicants red-handed re-transmitting channels—including Cartoon Network, Pogo, HBO, CNN International, Zee Cinema, Zee Tokiz, Zee Telugu, Zee Premier, Ten Cricket, and Ten Action—overlying their own logo.
- The Nodal Officer & Additional Resident Commissioner for DAS, Surat confirmed via official communication that **Village Kathor does not fall under the DAS Phase-II area of Surat.**

7. Ground for Lodging the FIR

FIR II-C.R. No. 454/2014 was lodged specifically due to this unlawful, unauthorized distribution of Taj TV pay signals to consumers in the non-DAS area of Village Kathor without any written agreement or license from Taj Television India Pvt. Ltd.

8. Failure to Comply with Legal Notice

Prior to legal action, Taj Television India Pvt. Ltd. served a formal notice dated 05-11-2014 ordering the applicants to cease unauthorized channel transmission immediately. The applicants ignored the

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notice and persisted with signal piracy.

9. Complaint to Police Authorities

Following continuous non-compliance, Taj Television India Pvt. Ltd. submitted a formal request letter dated 23-12-2014 to the Superintendent of Police, Athwalines, Surat, seeking criminal proceedings against the applicants under the Copyright Act, 1957.

10. Misleading Reliance on Invoices

The invoices produced by the applicants (Pages 17 to 29 of their application) pertain exclusively to signal transmission within the DAS limits of Surat city under the MOU dated 24/06/2013. The applicants' claim that they paid channel fees up to December 2014 for the Village Kathor / Kamrej area is factually false and misleading.

11. Unlawful Financial Gain and Loss to Revenue

The applicants transmitted pay TV channels without obtaining the required license or paying subscription fees, causing direct financial loss to the complainant company and loss of tax revenue to the State. Simultaneously, the applicants generated substantial illegal revenue by charging end-users on a monthly basis.

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12. Final Prayer

In light of the clear prima facie evidence establishing copyright infringement and regulatory violations, the complainant prays that the Hon'ble High Court disallow the prayers of the applicants, dismiss the application under Section 482 of Cr.P.C., and direct the applicants to stand trial.

8. Learned APP would submit that prior agreement for Kathor Village expired on 31.03.2013 and was not renewed. The MOU dated 24.06.2013 and invoices applied exclusively to the DAS limits of Surat City. Re-transmitting those signals into Kathor Village without a specific license for Kathor violates Section 51 and constitutes copyright infringement under Section 63 of the Copyright Act. Official communication from the Nodal Officer confirmed that Kathor is outside the DAS Phase-II area of Surat, establishing unauthorized distribution.
9. Having heard learned advocate for the applicant and having gone through the contents of the affidavit in reply and considering the arguments of learned APP what falls for consideration before this court is Whether the allegations made in the FIR, together with the material on record and affidavit-in-reply, disclose a prima facie cognizable offence under Sections 63, 65, and 69 of the Copyright Act, 1957, or whether the proceedings warrant quashing under

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Section 482 Cr.P.C. to prevent abuse of the process of any Court?

10. At the outset it is required to be noted that there is distinction Between Regulatory Breach under TRAI/Cable TV Act and Criminal Copyright Infringement.
11. The entire premise of the prosecution rests on the distinction between a DAS Area (Surat City) and a Non-DAS Area (Kathor Village). This distinction is not a creation of the Copyright Act, 1957, but stems from administrative notifications issued under the Cable Television Networks (Regulation) Act, 1995 and TRAI guidelines. The factum of broadcasting in Surat is not disputed by the informant in the FIR but is qua Non-DSA area.
12. The Cable Television Networks (Regulation) Act, 1995 provides a complete statutory framework, including penal provisions and administrative remedies, for violations of cable regulations and territory norms. Re-transmitting a signal across a regulatory border defined by TRAI amounts to a breach of regulatory conditions or a breach of contract, governed by the Cable TV Act and civil remedies, rather than criminal piracy under the Copyright Act.
13. Section 63 of the Copyright Act, 1957 requires

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knowing infringement or abetment of infringement. For an act to attract criminal liability under Section 63, there must be an element of deliberate signal theft, counterfeiting, or completely unauthorized piracy.

14. Where a commercial relationship exists and the broadcaster accepts subscription revenue for channel feeds from an operator, a dispute over whether those feeds were distributed within Surat City or spilled over into contiguous areas of Surat District like Kathor Village does not satisfy the requirement of criminal intent (*mens rea*) under Section 63.
15. The law is well settled that where a dispute is essentially of a civil, contractual, or commercial nature, criminal proceedings ought not to be permitted to continue. The present case falls within the parameters of the judgment by the Hon'ble Supreme Court in *State of Haryana v/s. Bhajan Lal (1992 Supp (1) SCC 335)*
16. Allowing a broadcaster to invoke criminal copyright law for territorial spillover disputes—while simultaneously maintaining commercial agreements and receiving subscription fees from the same cable network—amounts to an abuse of the judicial process.
17. The dispute between the applicants and Respondent

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No. 2 pertains strictly to territorial compliance under TRAI's DAS Phase-II scheme. The allegations in the FIR, even if taken on face value, disclose a regulatory and commercial dispute rather than a cognizable criminal offence under Sections 63, 65, and 69 of the Copyright Act, 1957. Continuance of the criminal proceedings against the applicants would amount to an abuse of the process of the Court.

18. In the result present Criminal Miscellaneous Application is allowed. FIR bearing II-C.R. No. 454/2014 registered with Kamrej Police Station, Surat (Rural), along with all criminal proceedings arising therefrom against the applicants, is hereby quashed and set aside. Rule is made absolute accordingly.

MISHRA AMIT V.

(P. M. RAVAL, J)