

**Bombay High Court Restrains Saregama From Infringing Shemaroo's Copyright In 'Disco Dancer' Movie, Allows London Show To Go On**

**2022 LiveLaw (Bom) 441**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**

**ORDINARY ORIGINAL CIVIL JURISDICTION**

***MANISH PITALE; J.***

**NOVEMBER 15, 2022**

**INTERIM APPLICATION (L) NO.35163 OF 2022 IN COMMERCIAL IP SUIT (L) NO.35156 OF 2022**

**Shemaroo Entertainment Limited versus Saregama India Limited and others**

*Dr. Birendra Saraf, Senior Advocate a/w. Mr. Rashmin Khandekar, Mr. Mahesh Mahadgut, Ms. Karishni Khanna, Ms. Poonam Teddu and Mr. Kaivly Shetye i/b. Mr. Mahesh Mahadgut for Applicant / Plaintiff. Mr. Venkatesh Dhond, Senior Advocate a/w. Mr. Ashish Kamat, Mr. Rohan Kadam, Ms. Smriti Yadav, Mr. S. Tripathi and Mr. Shubham Shende i/b. Khaitan & Co. for Defendant No.1. Mr. Astad Randeria a/w. Ms. Aditi Palnitkar and Ms. S. Dasondi i/b. Khimani & Associates for Defendant No.2.*

The plaintiff is a company engaged in the business of production, exhibition, distribution and exploitation of cinematographic films, plays, dramas, etc. and it has approached this Court by filing the present suit and the interim application in the context of Hindi Feature Film titled "Disco Dancer". The plaintiff claims rights in respect of the said film as per agreement dated 11.11.2011, executed by defendant No.3 i.e. the producer of the said film, in favour of the plaintiff. According to the plaintiff, by the said agreement, defendant No.3 assigned all rights pertaining to 12 films, including the aforesaid film, in favour of the plaintiff and that therefore, the plaintiff is entitled to exploit the aforesaid rights in terms of the said agreement.

**2.** The present suit and the interim application seeking urgent adinterim orders have been filed on the basis that on 01.11.2022, the plaintiff came across preview of a stage play titled 'Disco Dancer - The Musical' on the social networking platform Instagram. It became evident from the previews that a drama, to be staged at the behest of defendant No.1 as a musical, infringed the rights of the plaintiff in the film 'Disco Dancer' as per the aforesaid agreement executed in favour of the plaintiff by defendant No.3. It was revealed that defendant No.1 is to stage the aforesaid musical drama, completely based on the film 'Disco Dancer' from 16.11.2022 in London for four days.

**3.** In this backdrop, on 02.11.2022, the plaintiff through its advocates, sent a legal notice to defendant Nos.1 and 2, asking them to refrain from going ahead with the staging of the aforesaid musical drama based on the said film. On 03.11.2022, defendant No.1 responded and claimed that it had allegedly acquired rights to adapt and use the story and characters of the aforesaid film, in or around September, 2019. It was claimed that such a musical drama was to be staged in March 2020 itself, in respect of which there had been publicity from 2019 onwards, and that therefore, there was no substance in the legal notice issued by the plaintiff. It is in the aforesaid backdrop that the present application, seeking urgent ad-interim reliefs was listed today along with the suit. In the application, the applicant / plaintiff has claimed for a temporary injunction restraining the respondents / defendants from infringing the copyright of the applicant / plaintiff in the aforesaid film 'Disco Dancer', which was acquired on the basis of the said agreement dated 11.11.2011, executed by defendant No.3 in favour of the plaintiff. The plaintiff has also sought a direction to the defendants to furnish a copy of the agreement on the basis of which they have claimed rights for staging the musical drama.

**4.** Dr. Birendra Saraf, learned senior counsel appearing for the plaintiff extensively referred to the clauses of the aforesaid agreement dated 11.11.2011, executed in favour

of the plaintiff by defendant No.3. It was asserted that a bare perusal of the said clauses would show that all rights pertaining to the said film had been assigned by defendant No.3 in favour of the plaintiff, including all intellectual property rights, as also theatrical rights, thereby indicating that defendant No.1 could not claim rights of adaptation of the characters and story line of the said film for staging the musical in London from 16.11.2022. Learned counsel for the plaintiff submitted that in response to the legal notice issued on behalf of the plaintiff, defendant No.1 had merely referred to alleged agreement on the basis of which it was claiming rights to stage the musical at London, but copy of the agreement was not provided to the plaintiff. It was further submitted that there was no substance in the claim that the fact that defendant No.1 proposed to stage the musical as far back as in March, 2020, was in public domain. As regards, the publicity of the proposed staging of the musical in London from 16.11.2022, it was submitted that the same was, for the first time, found in social media, only in the beginning of November 2022, and that therefore, the plaintiff had rushed to this Court to file the present suit and the application seeking urgent ad-interim reliefs. Learned counsel for the plaintiff relied upon judgment of this Court in the case of *Ram Sampath Vs. Rajesh Roshan and others, 2009 (2) Mh.L.J.167.*

5. On the other hand, Mr. Venkatesh Dhond, learned senior counsel appearing for defendant No.1 submitted that there were agreements as regards the aforesaid film 'Disco Dancer' and rights in the said film in favour of the predecessor of defendant No.1 i.e. Gamaphone Company of India Limited and thereafter in favour of defendant No.1 since the year 1982. Learned counsel for defendant No.1 tendered copies of - (i) agreement dated 06.10.1982 commencing from 02.08.1982, executed by defendant No.3 in favour of the predecessor of defendant No.1 and also (ii) revision agreement dated 18.10.2010, executed by defendant No.3 in favour of defendant No.1. On the basis of these two agreements, it was submitted that defendant No.1 was entitled to exploit dramatic works concerning the said film. It was submitted that a proper appreciation of the clauses of the agreement dated 11.11.2011, executed in favour of the plaintiff, would show that defendant No.3 had only assigned rights in the cinematographic film 'Disco Dancer' and not rights pertaining to adaptation or staging of musicals or dramas. A specific distinction in that regard was sought to be drawn by learned senior counsel in respect of the agreements executed by defendant No.3 in favour of defendant No.1 on the one hand and the agreement executed in favour of the plaintiff on the other hand.

6. It was then submitted that in addition to the assertion of defendant No.1 that all rights pertaining to exploitation of dramatic works based on the said film flowed from the aforesaid two agreements executed by defendant No.3 in favour of defendant No.1, by way of abundant caution, further agreement was executed between defendant No.1 and defendant No.2 on 23.09.2019. By furnishing copies of agreements dated 09.10.2018 executed between defendant No.3 and one R. G. Studios pertaining to musical theatrical adaptation of the said film, further assignment agreement dated 16.08.2019 executed by the said R. G. Studio in favour of defendant No.2 i.e. Gravity Zero Entertainment LLP, as also an agreement dated 17.08.2019 and then the aforementioned agreement dated 23.09.2019, learned senior counsel appearing for defendant No.1 additionally traced the source of the rights obtained by defendant No.1 for the musical theatrical adaptation of the said film in its favour. According to the learned senior counsel, the aforesaid documents would completely destroy the claims made by the plaintiff, and that therefore, it could not be said that *prima facie* case is made out in favour of the plaintiff.

7. It was further argued by learned senior counsel appearing for defendant No.1 that even if it was assumed for the sake of arguments that the plaintiff had indeed made out a

*prima facie* case, the fact that the plaintiff had approached this Court at the eleventh hour to seek temporary injunction to restrain defendant No.1 from staging the musical in London on 16.11.2022 onwards, demonstrated that the balance of convenience was clearly not in favour of the plaintiff and that, in fact, it was in favour of defendant No.1. It was submitted that, as stated above, the fact that the musical based on the said film proposed to be staged by defendant No.1 in March 2020 itself was in the public domain and even with regard to the staging of the musical from 16.11.2022, the said fact was also in the public domain from September 2022, sufficiently demonstrated that the plaintiff waited till the eleventh hour to approach this Court to contrive a situation of grave urgency. It was specifically submitted that the concerned theater in London had been booked for about a week and the production cost had reached a figure of about Rs.4.34 crores, involving number of artists, thereby demonstrating that granting any temporary injunction, at this stage, would not be in the interest of justice.

**8.** Mr. Astad Randeria, learned counsel appearing for defendant No.2 submitted that there were attempts made for settlement of the dispute between the said defendant and the plaintiff, resulting in certain post-dated cheques being handed over to the plaintiff. But, the settlement had not worked out, and that therefore, the said defendant was also opposing urgent ad-interim reliefs claimed by the plaintiff.

**9.** Defendant No.3 was also served by private notice by the plaintiff, but he chose not to appear before this Court.

**10.** In rejoinder, Dr. Saraf, learned senior counsel appearing for the plaintiff, submitted that even if the contents of the agreements executed in the year 1982 and 2010, upon which defendant No.1 was placing reliance, were to be taken into consideration, it could not be said that the assignment of all the rights in favour of the plaintiff in respect of the said film in terms of the agreement dated 11.11.2011, stood disturbed in any manner. It was submitted that reference to the other agreements executed between various parties and ultimately, the agreement dated 23.09.2019, executed in favour of defendant No.1, indicated the false nature of the claims made on behalf of defendant No.1.

**11.** It was submitted that the plaintiff had approached this Court at the earliest after noticing, in the beginning of November 2022, the proposed staging of the musical, and that therefore, it could not be said that the plaintiff had deliberately delayed approaching this Court, thereby disentitling it from claiming urgent ad-interim reliefs.

**12.** Heard learned counsel appearing for the rival parties and also perused the material on record.

**13.** In order to examine as to whether the plaintiff has indeed made out a *prima facie* case in its favour, justifying the grant of ad-interim reliefs, it would be necessary to consider the agreements on which the rival parties have placed reliance. It would have to be examined as to whether, *prima facie*, it could be said that the plaintiff was indeed assigned all rights pertaining to the said film 'Disco Dancer' in its favour, in terms of the agreement dated 11.11.2011, executed by defendant No.3.

**14.** The thrust of the arguments on behalf of the plaintiff is that the clauses of the said agreement dated 11.11.2011, sufficiently demonstrated that, not only rights in the cinematographic films and its negatives but also all other rights, including intellectual property rights and the right to adapt the said film in various mediums were assigned to the plaintiff. This Court has perused the clauses of the said agreement and it is found that the relevant clauses read as follows:-

"1. That the Assignor hereby irrevocably agrees to sell, assign and transfer and hereby irrevocably sells, assigns and transfers the sole and exclusive Negatives (Sound and Picture)

Rights (Said Negative Rights) and all the copyrights, Intellectual Property Rights and all other rights of the Assignor of the Said Films to the Assignee on perpetual, permanent forever period.

2. ...

3. In this Agreement, Negative (Sound and Picture) Rights shall always mean Rights of NEGATIVES (Sound and Picture) in PHYSICAL format and of all the contents of and into the Said Films AND also INTANGIBLE NON-PHYSICAL, such as Intellectual Property Rights, Copyrights, and all other rights available in any other statute of and into the Said Films EMBODIED in the said PHYSICAL format NEGATIVES (Sound and Picture) along with the rights.

4. That by virtue of the said Negative rights acquired by the Assignee from the Assignor, the Assignee shall have all the copyrights, IPR which are derived from the Negatives (Sound and Picture) of the Said Films, including without limitation, 35 mm/ 16 mm/8 mm and all other reduced and enlarged sizes, Digitized Formats, Cinemascope size, Commercial, NonCommercial, Theatrical, Non-Theatrical, Recording. Embodying Communication, Processing, Publishing, Public Exhibition. Distribution, exploitation, mechanical synchronization, telecast, broadcast rights, Subtitling, Dubbing, Performance, Publishing, Recording. Re-making rights etc., All Satellite Broadcasting Rights, All satellite broadcasting related rights, including but not limited to Direct to home (DTH), DBS, All Pay TV, All Pay Per View, All Terrestrial Television and independent terrestrial T.V. centers including BBC, CHANNEL-4, CBS, NBS etc, All Cable T.V. Rights, All Free T.V., All Subscription T.V., All Demand T.V. Rights, Broadband Rights, LP.T.V., Digital T.V, Mobile T.V., Doordarshan Rights, including all LPT channel Rights, All Video On Demand Rights, Movie On Demand Rights, Web- Internet Rights, All Video Copyrights, Cassettes, Video Cyberspace, Disc in any and all formats, Video Gram, Audio Rights, including all Ringtone, Ring Back tone Rights, Mobile Rights on all platforms, Tele Phone, Camera, Video Chip, all Telecommunications Rights, All Electronic Media Rights, Multi Media Rights, Computer Games, Commercial Establishments, Airborne, High Seas, Hotel and Surface Transport Rights, Convergence Rights, Re-making Rights, Translation, Adaptation, story, dialogue, screenplay, scripts, songs, lyrics, scenes, descriptions, sequences and all components thereof, Merchandising Rights, DSL, ADSL, VDSL Rights, Wireless Telegraphy rights and all other residuary rights and/or formats which may be introduced, invented or developed or discovered during the perpetual, permanent and forever period, solely and exclusively, by any means and whatsoever manner and/or method throughout the CONTRACTED TERRITORY/ TERRITORIES of the Whole World, Universe, Planets including India. All the said rights in present prevailing technology or upcoming Nanotechnology are irrevocably sold, assigned and transferred to the Assignee by virtue of this Agreement; NONE of the copyrights/IPR or any other right shall vest with the Assignor; and

(i) ...

(ii) ...

(iii) All rights covered by the Copyright Act, 1957 with all present and future amendments and those that may be discovered or developed or invented or Introduced in future and all Intellectual Property Rights of all nature and all rights Vailable in any other statute. In short, all the rights which otherwise would have been with the Assignor are sold, transferred and assigned to the Assignee as that of the Owners / Negative Rights holder. The Assignor herein, will not have a single right left with him, as the absolute ownership of the Negatives (Sound and Picture) Rights has been sold, transferred and assigned to the Assignee under this Agreement."

\* \* \* \*

5. (f) **Theatrical Rights** means the right to perform show or play the Said Films in public by any manner or means in any medium to any audience which has paid or is deemed pursuant to any statutory provision now existing or in the future enacted to have paid for admission to the place

where the Said Films are to be seen or heard in the CONTRACTED TERRITORY / TERRITORIES;

\* \* \* \* \*

(u) **Intellectual Property Rights** means and includes copyrights - both registered and non-registered. Intellectual

Property Rights for the purpose of this Agreement shall always mean and include patents (including rights of filing patents), trade marks trade names, trade dresses, house marks, collective marks, associate marks (and the right to register them), designs (both Industrial and layout), geographical indicators, moral rights, broadcasting rights, displaying rights, distribution rights, selling rights, abridged rights, translating rights, reproducing rights, performing rights, communicating rights, adapting rights, circulating rights, protected rights, joint rights, reciprocating rights, infringement rights and all those special rights conferred as a result of the Berne Convention, 1979 individually as a result of prospective local laws in accordance with the Convention and the Trade Related Aspects of Intellectual Property Rights Agreement of the World Trade Organization;

\* \* \* \* \*

19. The Assignor irrevocably and unconditionally states agrees, confirms, declares and represents to the Assignee that Assignor have lock, stock and barrel sold, assigned and transferred the Negative rights (Sound and Picture Negative) including all copyrights, IPR and all other rights, of and Into the Said Films to the Assignee; and the Assignor further states, agrees, confirms, declares and represents that the Assignor has not granted, permitted and/or dealt with any of the sold, assigned and transferred rights of the Said Films in any manner, save and except as mentioned in Schedule "B" herein. The Assignee has fully relied upon the said representations of the Assignor and believing the same to be true and correct, the Assignee has entered into this Agreement with the Assignor. In the event if there is any falsehood and/or breach of the aforesaid statement, covenant, and/or representation and any claim and/or objection is made by any third party (other than parties as mentioned in Schedule "B") for any rights of any nature whatsoever over the Said Films, then in that event the Assignor shall pay the damages, losses as may be ascertained by the Assignee (which shall not be questioned by the Assignor) along with consideration paid under this Agreement for the Said Films with interest at the rate of 20% accrued thereon within 30 days from the written notice thereof by the Assignee to the Assignor."

15. Having perused the above quoted clauses of the said agreement, this Court finds that *prima facie* all rights pertaining to the film 'Disco Dancer' stood assigned to the plaintiff in terms of the said agreement dated 11.11.2011 and that there is *prima facie* substance in the contention raised on behalf of the plaintiff that this would include adaptation of the said film in various manners, including dramas and musicals based on the content, story line and characters of the said film.

16. On the other hand, reliance placed on behalf of defendant No.1 on the agreement dated 06.10.1982, initially executed for a period of three years, commencing from 02.08.1982, by defendant No.3 in favour of the predecessor of defendant No.1, *prima facie*, indicates that such agreement pertained to recordings of performances comprising the films of defendant No.3, whether they were incorporated in the final versions of such films or not and that the reference to literary, dramatic or musical nature of the performances appear to be limited to such recordings of musical works. In this context, the definitions of the terms 'Contract Recordings' and 'contract works' as specified in the said agreement dated 06.10.1982, assume importance and the clauses of the said agreement have to be interpreted in the light of the aforesaid specifically defined terms. The relevant portions of the said agreement read as follows:-

" 'Contract Recordings' shall mean recordings of performances comprising the Producer's Films whether or not they are incorporated in the final versions of the Producer's Films.

'Contract Works' shall mean all works of a literary dramatic or musical nature performed in contract recordings.

3.(A) The Producer hereby assigns and transfers and agrees to assign and transfer to the Company absolutely and beneficially for the world:

(i) the copyright for making records of all contract works which are made available to the Company under the terms of this Agreement and the copyright, performing right and all other rights title and interest in and to the literary dramatic and musical works embodied in the Producer's Films including all rights of publication, sound and television broadcasting, public performance and mechanical reproduction of the said works.

(ii) the sole and exclusive right to make or authorise the making of any record embodying the contract recordings, either alone or together with any other recordings.

\* \* \* \* \*

11. The Producer agrees that all the rights and obligations under this Agreement shall be construed to apply to works included or to be included in Producer's Films commenced and / or under production during the period of this Agreement."

17. The agreement dated 18.10.2010, styled as a 'Revision Agreement', upon which defendant No.1 has placed much reliance, does refer to the earlier agreement of 1982 and acknowledges that defendant No.3 has been receiving royalties under the said agreement on regular basis. The said agreement continues the rights that flowed from the aforesaid earlier agreement of 1982, executed in favour of the predecessor of defendant No.1. In other words, the rights that accrued to the predecessor of defendant No.1 i.e. Gramaphone Company of India Limited, later continued in favour of defendant No.1. This Court finds that *prima facie* the rights assigned in the said two agreements pertained to recordings of performances of musical nature and sound tracks thereof.

18. In so far as the series of agreements upon which defendant No.1 has placed much reliance, culminating in the agreement dated 23.09.2019, executed by defendant No.2 in favour of defendant No.1, suffice it say that although the agreements do refer to adaptation rights and right towards musical theatrical adaptation of the aforesaid film, all these agreements are subsequent to the agreement executed by defendant No.3 in favour of the plaintiff on 11.11.2011. *Prima facie*, it appears that when defendant No.3 had already assigned all rights, including intellectual property rights, theatrical rights and other such rights pertaining to the said film in favour of the plaintiff, any such subsequent agreements executed by defendant No.3, claiming to assign adaptation rights or the rights to stage musicals would pale into insignificance. It is relevant that while responding to the notice issued by the plaintiff on 02.11.2022, the defendant No.1 did claim rights to stage the musical theatrical adaptation of the said film on the basis of the said agreements, but copies of the said agreements were never supplied to the plaintiff. In fact, even before this Court, copies of the said agreements were directly tendered across the Bar and reliance was sought to be placed on the same.

19. On an overall assessment and appreciation of the clauses of the agreement dated 11.11.2011, executed in favour of the plaintiff by defendant No.3 on the one hand and on the other hand the aforesaid agreements, culminating in the agreement dated 23.09.2019 executed in favour of defendant No.1, as also the agreement of the year 1982 executed in favour of the predecessor of defendant No.1 and subsequently revised in favour of the

said defendant, this Court finds that the plaintiff has made out a strong *prima facie* case in its favour.

**20.** In so far as the plaintiff suffering grave and irreparable loss in the absence of ad-interim injunction, this Court is convinced that unless the temporary injunction as prayed for is granted, the plaintiff will continue to suffer loss due to infringement of its intellectual property rights, including violation of its copyrights as assigned in its favour by defendant No.3.

**21.** On the aspect of balance of convenience, much was argued on behalf of the rival parties. It was claimed on behalf of defendant No.1 that this Court has repeatedly held that such ad-interim reliefs could not be granted when the plaintiff had deliberately waited and then approached the Court at the eleventh hour. On this aspect, reliance has been placed on behalf of defendant No.1 on the following judgments / orders passed by this Court:-

- a. Order dated 19.12.2011 passed in Notice of Motion in Suit (L) No.3404 of 2011 (*Nariman Films Vs. Baba Arts Limited*);
- b. Order dated 04.04.2013 passed in Notice of Motion (L) No.764 of 2013 in Suit (L) No.280 of 2013 (*Sai Paranjpaye Vs. PLA Entertainment Pvt. Ltd. and others*);
- c. Order dated 10.10.2014 passed in Appeal (L) No.626 of 2014 (*Shemaroo Entertainment Limited Vs. Suryaveer Singh Bhullar and others*); and
- d. *Dashrath B. Rathod Vs. Fox Star Studios India Pvt. Ltd.*, 2018 (1) Mh.L.J. 474.

**22.** While there can be no quarrel with the proposition laid down in the aforesaid judgments, *prima facie*, there appears to be substance in the contention raised on behalf of the plaintiff that existence in public domain of the intention of defendant No.1 to stage the musical in March 2020, is not supported by sufficient material on record. In fact, the claim of defendant No.1 that even as regards the proposed staging of the musical from 16.11.2022 in London, there was ample material in the public domain since September 2022, is based only on the alleged release on YouTube channel of defendant No.1 as regards the staging of the said musical. It is only in late October and beginning of November, 2022, when the previews regarding the proposed staging of the musical in London came in public domain and social media including Instagram, that the plaintiff immediately issued notice on 02.11.2022 and upon receiving the reply on behalf of defendant No.1, immediately approached this Court by filing the present suit and the application.

**23.** It is also relevant that while sending reply to the legal notice sent by the plaintiff, defendant No.1 asserted its rights on the basis of the agreements but refused to supply copies thereof to the plaintiff. Even before this Court, merely copies of such agreements were tendered across the Bar and a case was sought to be made out for refusal of urgent ad-interim reliefs. This Court is convinced that even the balance of convenience lies in favour of the plaintiff. But, a relevant aspect of the matter cannot be ignored, which is that the musical is to be staged in a theater in London from tomorrow i.e. 16.11.2022 for four days in a row, for which the theater is already booked and it is specifically stated on behalf of defendant No.1 that the production cost of about Rs.4.34 crores has already been incurred. More than that, there are artists, who upon being engaged, have practiced and perhaps reached the venue for staging of the musical and granting an order of restraint even for staging the musical from 16.11.2022 for four days in a row in London may not be appropriate and the equities can be balanced by giving appropriate directions in that regard.

**24.** In view of the above, ad-interim relief deserves to be granted to the plaintiff, till the time the defendants file their affidavits and relevant documents to oppose the present application. Appropriate directions can be granted for balancing the equities, in so far as staging of the musical at the theater in London from tomorrow (16.11.2022) is concerned. Accordingly, ad-interim relief is granted in terms of prayer clause (a), which reads as follows:-

“a. that pending the hearing and final disposal of the Suit, this Hon'ble Court be pleased to pass a temporary order and injunction restraining the Respondents by themselves, their Directors, partners/proprietor, heirs, representatives, successors in business, assigns, distributors, agents or any one claiming through them, from infringing the Applicant's copyright subsisting in the Suit film titled 'Disco Dancer' and/or any other rights contained in the Agreement annexed at 'Exhibit-B' to the Plaintiff by performing or causing to be performed or releasing or causing to be released or exhibiting or causing to be exhibited or distributing, communicating to the public by any means, broadcasting, telecasting or otherwise publishing or in any other way producing/ preforming/ releasing/ exhibiting the stage play named 'Disco Dancer-The Musical' or any adaptation of the Suit film/the Applicant's rights, including using the concept, story, script, adaptation, dialogue, characters, dance, choreography, costume, the title of the Suit film in any manner whatsoever;”

**25.** It is made clear that the ad-interim relief granted hereinabove shall not affect staging of the musical based on the film 'Disco Dancer' by defendant No.1 at the theater in London from 16.11.2022, for four days in a row, subject to defendant No.1 depositing the entire collections from staging of such shows, with the Prothonotary and Senior Master of this Court, within two weeks of staging such shows. This is subject to further orders in this application. The Defendant No.1 would be at liberty to apply to this Court for release of specific amounts towards expenses incurred for engaging the artists and other supporting staff, while staging the aforesaid musical at the theater in London. It is made clear that the payments that defendant No.1 is liable to make to such artists and other staff would not be withheld merely because the collections from the show are directed to be deposited in this Court.

**26.** The ad-interim relief granted hereinabove shall continue to operate until further orders.

**27.** The defendants may file their reply affidavits within four weeks from today.

**28.** List this application for further consideration on 09.01.2023.