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

+ CS(COMM) 475/2026

ZEE ENTERTAINMENT ENTERPRISES LIMITEDPlaintiff

Through: Mr. Harsh Kaushik, Mr. Abhay
Chattopadhyay, Mr. Abhishek
Shrivastava, Mr. Sachin Akhoury and
Ms. Rohini Roy, Advocates.

versus

JIOSTAR INDIA PRIVATE LIMITEDDefendant

Through: Mr. Rajiv Nayyar, Senior Advocate
with Mr. Sagar Chandra, Ms. Srijan
Uppal, Ms. Mehek Dua, Ms. Stuti
Jain, Ms. Sakshi Khandelwal, Mr.
Nanam Maheshwari and Mr. Prabhav
Bahuguna, Advocates.

CORAM:

HON'BLE MS. JUSTICE TEJAS KARIA

ORDER

% **05.05.2026**

CAVEAT 204/2026

1. Mr. Sagar Chandra, the learned Counsel enters appearance on behalf of the Defendant.
2. Caveat stands discharged.

I.A. 12520/2026 (Exemption)

3. Exemption is allowed, subject to all just exceptions.
4. The Application stands disposed of.

I.A. 12521/2026

5. This Application has been filed on behalf of the Plaintiff seeking permission to place on record pen drive containing the videographic proofs of the Defendant's infringement of the Plaintiff's Copyright in its work(s).



6. In the facts and circumstances as stated in the Application, the same is allowed. The pen drive be taken on record.

7. Accordingly, the Application stands disposed of.

I.A. 12522/2026

8. This Application has been filed on behalf of the Plaintiff seeking leave to place on record additional infringements committed by the Defendant.

9. For the reasons stated in the Application, the same is allowed. The Plaintiff is permitted to place on record additional infringements committed by the Defendant.

10. Accordingly, the Application stands disposed of.

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11. Let the Plaint be registered as a Suit.

12. Issue Summons. The learned Counsel for the Defendant accepts Summons on behalf of the Defendant.

13. The Written Statement shall be filed by the Defendant within 30 days from date. Along with the Written Statement, the Defendant shall also file an Affidavit of Admission / Denial of the documents of the Plaintiff, without which the Written Statement shall not be taken on record.

14. Liberty is granted to the Plaintiff to file Replication, if any, within 30 days from the receipt of the Written Statement. Along with the Replication filed by the Plaintiff, an Affidavit of Admission / Denial of the documents of Defendant be filed by the Plaintiff, without which the Replication shall not be taken on record.

15. In case any Party is placing reliance on a document, which is not in their power and possession, its details and source shall be mentioned in the list of reliance, which shall also be filed with the pleadings.



16. If any of the Parties wish to seek inspection of any documents, the same shall be sought and given within the prescribed timelines.

17. List before the learned Joint Registrar on 13.08.2026 for completion of pleadings.

I.A. 12519/2026 (O-XI R-1(4) of the Code of Civil Procedure, 1908)

18. The present Application has been filed on behalf of the Plaintiff under Order XI Rule 1(4) of the Code of Civil Procedure, 1908 (“CPC”) as applicable to Commercial Suits under the Commercial Courts Act, 2015 (“CC Act”) seeking leave to place on record additional documents.

19. The Plaintiff is permitted to file additional documents in accordance with the provisions of the CC Act and the Delhi High Court (Original Side) Rules, 2018.

20. Accordingly, the Application stands disposed of.

I.A. 12518/2026 (u/O XXXIX Rules 1 and 2 of CPC)

21. This Application is filed on behalf of the Plaintiff under Order XXXIX Rules 1 and 2 read with Section 151 of the CPC for grant of *ex-parte ad-interim* injunction.

22. Issue Notice. The learned Counsel for the Defendant accepts Notice on behalf of the Defendant.

23. The learned Counsel for the Plaintiff submitted that the Defendant had been a licensee of the Plaintiff’s licensed work under licence agreements dated 15.11.2017 and 06.11.2020 and that the said licences have since expired and the Defendant is now an ex-licensee. The learned Counsel for the Plaintiff further placed reliance on clause 7.1 of the agreement dated 15.11.2017 to contend that upon expiry / termination of the agreement, the Defendant was required to forthwith cease to use and exploit the Plaintiff’s



licensed work in any manner. It is further submitted on behalf of the Plaintiff that post expiry of the agreements, the Plaintiff addressed communications to the Defendant calling upon the Defendant to discontinue use of the Plaintiff's licensed work. The learned Counsel for the Plaintiff further submitted that the Defendant exercises control over the content hosted on the Defendant's Platform and that, upon expiry of the licences, the Defendant was required to take down the Plaintiff's licensed work from the Defendant's Platform. However, the Defendant has continued to host certain content involving the Plaintiff's licensed work and has been removing the same upon identification by the Plaintiff, which, according to the Plaintiff, is not consistent with the terms of the licence agreements post expiry / termination.

24. The learned Counsel for the Plaintiff further submitted that in November 2025, the Defendant had proposed one month's extension as a precautionary measure to cover any inadvertent usage of the Plaintiff's licensed work on the Defendant's Platform, however, instances of alleged infringement of the Plaintiff's licensed work by the Defendant have continued even thereafter.

25. The learned Senior Counsel for the Defendant submitted that the acts complained of are unintentional and purely residual in nature and that the present matter is a fit case for resolution through mediation, the Parties not being adversarial. It is further submitted on behalf of the Defendant that the Defendant has already taken down a substantial volume of the Plaintiff's licensed work from the Defendant's Platform upon expiry of the licenses and that given the nature of the Defendant's Platform, the Defendant may not be in a position to identify each instance of the alleged infringement



without particulars, and if the Plaintiff comes across any of the Plaintiff's licensed works, it may be identified and communicated to the Defendant, upon which the Defendant shall take down any such content involving the Plaintiff's licensed work.

26. Let Reply to the present Application be filed within four weeks from date. Rejoinder thereto, if any, be filed within four weeks thereafter.

27. In the meanwhile, the Defendant shall ensure that the Defendant shall not use, publish, broadcast, stream, upload, make copies of any of the Plaintiff's licensed works in which the Plaintiff enjoys an exclusive Copyright within a period of 15 days.

28. The learned Counsel for the Parties jointly submit that the Parties are willing to explore the possibility of an amicable settlement of their *inter se* disputes and be referred to mediation.

29. Accordingly, with the consent of the Parties, they are referred to mediation before the Delhi High Court Mediation and Conciliation Centre ("DHCMCC"), where they shall appear on 20.05.2026 at 02:30 PM.

30. Copy of the order be sent to the learned Co-ordinator, DHCMCC for appointment of preferably a Senior Mediator as requested by the Parties.

31. List for hearing before Court on 23.07.2026.

TEJAS KARIA, J

MAY 5, 2026/AK