

To,

Date : 18.02.2025

Prof. (Dr) Unnat P. Pandit

Registrar of Copyrights

Controller General of Patents,

Designs & Trade Marks (CGPDTM)

Boudhik Sampada Bhawan,

Antop Hill, S.M. Road, Mumbai-400037

Email Address: cgoffice-mh@nic.in

Telephone No.: 011-28032495



Subject : Letter of Notice/Information/intimation for the rectification/expunging of the register of Copyrights by the entry of literary work titled as "ZINDAGI EK KIRAYE KA GHAR HAI" bearing registration no. "SR-15238/2021 through the order passed by the Hon'ble High Court of Delhi.

Dear Sir

I would to inform you that I have filed a Petition [C.O. (Comm. IPD CR) 879/2022] in the Hon'ble Delhi High Court under Section 50 of the Copyright Act to expunge the registration certificate SR-15238/2021 & L-36840/2021 of the literary work and sound recording "ZINDGI EK KIRAYE KA GHAR HAI" issued in favour of Respondent no. 2.

4. The parties shall remain bound by the terms of the Settlement Agreement.

Settlement Agreement point is mentioned below

2.22. The second part of the third part, an order dated expunging the copyright registration of the literary work "ZINDAGI EK GRAVE KA GHAR HAI" (BHAJAAR) in Honble Delhi High Court. As the first party, petitioner under section 50 of the copyright act, 1957 in Honble High Court Of Delhi for expunging rectification of registered copyright by the entry of literary work titled as "ZINDAGI EK GRAVE KA GHAR HAI" bearing registration no. 58/152/19/2021

I humbly request you to kindly initiate the process of expunging the entry of literary work above mentioned titled copyright certificate as per the order passed by Honble Delhi High Court and get it rectified from the copyright register

Copy of Order annexed with Settlement Agreement -12 Pages

Yours Sincerely

Rajesh Sharma

Rajesh Sharma

D-9, Old Courts

Ramesh Nagar

New Delhi-110015

M : 9011925147

Email : jawvision27@gmail.com

IN THE HIGH COURT OF DELHI AT NEW DELHI

1

C.O. (COMM. IPD-CR) No. 879/2022

IN THE MATTER OF:

RAJESH SHARMA

..PETITIONER

VERSUS

DEVENDRA PATHAK & ORS.

..RESPONDENTS

N.D.O.H.: 23.07.2024

INDEX

S.No.	Particulars	Pages
1.	Tripartite Lyrics license and settlement Agreement among the Petitioner and the Respondent no. 1 and Respondent no. 6, dated 30.05.2024.	1-5
2.	Proof of service.	6

PETITIONER

Delhi

Dated 19/07/2024

Through

Rohit Singh

(TRIPAKSHA LITIGATION)

ADVOCATES

362, SECOND FLOOR, KOHAT
ENCLAVE, PITAMPURA, DELHI

E-Mail:-lawyer@tripakshalitigation.com

MOB 8178803130

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High Court of Delhi
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Indian Evidence Act



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **C.O.(COMM.IPD-CR) 879/2022 with I.A. 21217/2022****RAJESH SHARMA**

.....Petitioner

Through: **Mr. R.D. Singh and Ms. Jyoti Thakur,**
Advocate

versus

DEVENDRA PATHAK & ORS.

.....Respondents

Through: **Mr Satish Kumar, Advocate for R-1**
to R-6 along with **Mr Ankit Gupta,**
A.R. of R-6
Ms Mamta Jha, Mr Rohan Ahuja, Ms
Shrutima Ehersa, Ms Diya
Vishwanath and Mr Rahul
Choudhary, Advocate for R-8**CORAM:****HON'BLE MR. JUSTICE AMIT BANSAL****ORDER**

%

30.09.2024

1. The present petition has been filed seeking following relief:-

"Pass an order thereby expunging the copyright bearing No. "L-36840/2010" and "SR-15238/2021 issued in the favour of Respondent No. 2 to 3 for the Literary Work and Sound Recording work titled "Zindagi Ek Kiraye Ka Ghar Hai"

2. Counsel for the parties submit that parties have settled their disputes in terms of Tripartite Lyrics License and Settlement Agreement dated 30th May, 2024 (hereinafter "Settlement Agreement") executed between the petitioner, respondent no.1 and respondent no.6. The said agreement is duly signed by the aforesaid parties/authorised signatories.

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C.O.(COMM.IPD-CR) 879/2022

Page 1 of 2



3. I have gone through the terms of the aforesaid Settlement Agreement and do not find anything unlawful therein.
4. Parties shall remain bound by the terms of the Settlement Agreement.
5. The petitioner does not claim any relief against respondent no.8/YouTube LLC.
6. Accordingly, the present petition is disposed of in terms of the aforesaid settlement.

AMIT BANSAL, J

SEPTEMBER 30, 2024/ds

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C.O.(COMM.IPD-CR)-879/202

IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORDINARY ORIGINAL JURISDICTION)

CO (Comm. IPD/CR)

OF 2022

10

4

For Jk

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High Court of Delhi
Authorized Under Section 20
of the Information Act

Mob: 9717072055

Email: Sanjayaggarwal999@gmail.com

(11)

5

3. M/s Shubham Audio Video Pvt Ltd

Office at: 25/6 Ground Floor, Gali no. 17

Pandav Road, Vishwas Nagar, Shahdra,
East Delhi-110032

Mob: 9717072055, 9717072054

Email: shubhamaudiovideo@gmail.com

4. Mr. Subash Chandra

R/o D-50, Ganesh Nagar,
Delhi-110092

Email: ankitgupta@vianetmedia.com, info@vianetmedia.com

5. Mr. Kailash Kumar

R/o 51, Gali No. 1, West Vinod Nagar
Shankar Pur, Baraamad, East Delhi-110092

Email: ankitgupta@vianetmedia.com, info@vianetmedia.com

6. M/s. Vianet Media Pvt Ltd.

Office at: 25/6, Ground Floor,
Gali No. 17, Pandav Road, Vishwas Nagar
Shahdara, Delhi-110032

Email: ankitgupta@vianetmedia.com, info@vianetmedia.com

7. The Registrar of Copyright

Copyright Office

Boudhik Sampada Bhavan

Plot no. 32, Sector 14, Dwarka

New Delhi-110078

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High Court of Delhi
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C.O.(COMM.IPD-CR)-879/202

Email: registrar.copyrights@gov.in

(12) 6

8. YouTube LLC

C/o Google India Pvt. Ltd.

8th and 9th Floor, Tower-C, Building No.8,

DLF Cyber City, Gurgaon,

Haryana-120002

.... RESPONDENTS

E-Mail: support-in@google.com

DELHI

DATED 8/12/2008 THROUGH

PETITIONER

(TRIPAKSHA LITIGATION)

ADVOCATES

460, GROUND FLOOR, KOHAT
ENCLAVE, PITAMPURA, DELHI

E-mail: advocate@tripaksha.com

MOBILE NO. 8178803130

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Indian Evidence Act



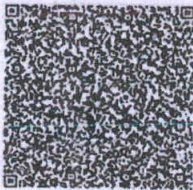
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

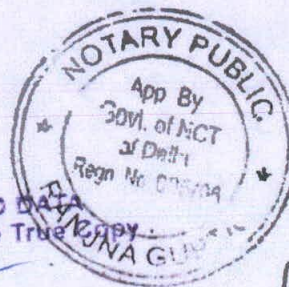
e-Stamp

Certificate No.	: IN-DL93481989219390W
Certificate Issued Date	: 24-May-2024 02:38 PM
Account Reference	: IMPACC (SH)/ dlshimp17/ TIS HAZARI/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDSLHIMP1743939220999924W
Purchased by	: RAJESH SHARMA
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: RAJESH SHARMA
Second Party	: DEVENDRA PATHAK AND VIANET MEDIA PVT LTD
Stamp Duty Paid By	: RAJESH SHARMA
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

L.T.T
Rajesh Sharma



NOTARY REGISTER
Sl. No. 407/24
Date 05 JUN 2024

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High Court of Delhi
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Indian Evidence Act

Devendra Pathak

LTR

②

Tripartite Lyrics License And Settlement Agreement Among Rajesh Sharma, Devendar Pathak & Vianet Media Pvt. Ltd.

This agreement made and entered into at Delhi on this 30th day of May 2024 by and between

Rajesh Sharma, having fame name Rajesh Rahi a lyricist having residential address R/o B-9, Old Quarters, Ramesh Nagar, New Delhi-110015, S/o Late Sh. Mahavir Prasad Sharma, Pan Card No. AOAPS1417B ; Aadhar Card No.3834 4336 4587. (hereinafter referred to as "Licensor", which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors in title and permitted assigns) of the First Party.

AND;

Devendra Pathak, a spiritual orator and motivational speaker having residential address R/O 178, Mufrid, Dharaui Pratapgarh, U.P. - 230405, S/o Late Sh. Anadinath Pathak, Pan Card No. AYLPP5803H; Aadhar Card No. 2898 5904 1602. (hereinafter referred to as "Licensee", which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors in title and permitted assigns) of the Second Party.

AND;

VIANET Media Pvt. Ltd., a Company incorporated under the Companies Act, 1956 and having its office at Plot No. 25/6, Gali No. 17, Vishwas Nagar, Shahdara, Delhi-110032. (hereinafter referred to as "Company", which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors in title and permitted assigns/ affiliates and sister concerns) of the Third Party.

For the purposes of this Agreement, Licensor, Licensee and Company shall be referred to collectively as the 'Parties' and shall be treated as a single entity in all matters

WITNESSETH:

That Rajesh Sharma is a well-known Bollywood lyricist having the sole, exclusive and inalienable right, title and interest in the original Bollywood lyrics and all other rights of whatsoever nature in respect of the copyrighted lyrics as mentioned hereunder including all copyrights therein which are owned by Rajesh Sharma and his heirs collectively referred to as the "Licensed Works".

The Licensee is primarily engaged in the business of motivational speaking, and spiritual oration, and has been duly authorized by Rajesh Sharma to use the Licensed Works across various platforms, including but not limited to, live events and media devices. These activities are carried out under the

④ through Third-Party's platforms, affiliates, or group companies associated with Third Party/Company.

- C. The Company is primarily engaged in the business of publishing and distributing content across various platforms, including the internet and mobile devices and conducts these activities directly or through its affiliates or group companies:

1. Grant of License

The Licensor had applied and obtained copyright of the literary work namely "Bhajan Sarovar" comprising of various devotional bhajans and one of which is "Zindagi ek kiraye ka ghar hai". The Licensor has received a certificate of registration dated 20.08.2002. bearing registration no. L-20326 in his name. The Licensor has also created several other original bhajans/devotional songs in his own lyrics and compositions over last several years. The Licensor hereby grants to the Licensee a non-exclusive, perpetual, irrevocable license to use the lyrics created by the Licensor, namely "Zindagi Ek Kiraye Ka Ghar Hai" for any purpose, including but not limited to reproduction, distribution, public performance, and adaptation, throughout the territory of India from singing and deploying across digital platforms only.

2. Consideration

In consideration for the license granted herein, the Licensee agrees to pay the Licensor a one-time full and final fee through online bank transfer in the following manner upon execution of this Agreement.

- Licensee : Rs. 1,00,000/- (Rupees One Lakh Only) for license of one song "Zindagi Ek Kiraye Ka Ghar Hai" only by way of cheque bearing no. _____ drawn on _____ Bank, _____ Branch, Delhi dated _____ or via online transfer on the bank details mentioned as under:

- o Name as per bank account : Rajesh Sharma
- o Account No. : 0148000100602594
- o Bank Name : Punjab National Bank
- o Bank Branch : Kirti Nagar, New Delhi-110015

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3. Ownership/Intellectual Property

The Licensor retains all rights, title, and interest in and to the Lyrics, including all copyrights and other intellectual property rights with respect to the said song "Zindagi Ek Kiraye Ka Ghar Hai".

4. Representations and Warranties

The Licensor represents and warrants that he is the sole and exclusive creator and rightful owner of the said Lyrics "Zindagi Ek Kiraye Ka Ghar Hai" and has the full right, power, and authority to grant the license as set forth herein.

5. Indemnification

The Licensor agrees to indemnify and hold harmless the Licensee and the company from and against any claims, damages, liabilities, costs, and expenses arising out of or related to any breach of the Licensor's representations and warranties herein.

6. Governing Law and Jurisdiction

6.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of India.

6.2 Jurisdiction: Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Delhi, India.

7. Settlement Terms

7.1 Withdrawal Of Pending Litigation : The Licensor agrees to withdraw the case filed by the Licensor against the Licensee, the Company and others bearing case no. C.O.(COMM.IPD-CR) 879/2022 titled as Rajesh Sharma Vs Devendra Pathak and others which is presently pending in the Hon'ble High Court of Delhi. The Licensor further agrees and undertakes to withdraw all other complaints / court cases / proceedings etc. if any against the Licensee and the Company including the other entities who are party to the petition as stated above within 2 weeks of signing of this agreement.

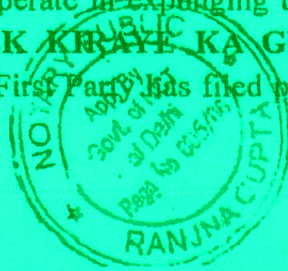
7.2 Release Of Future Claims:

7.2.1 The Licensor hereby irrevocably releases and discharges the Licensee and the Company from any future claims arising from the songs as per the Copyright Act 1957. The Licensor's work referred to above is non-transferable qua the Licensee. The Licensee shall not make any claim on any other persons/entity on the Copyright granted by the Licensor.

7.2.2. The second party & the third party will cooperate in expunging the copyright registration of the song / bhajan "ZINDAGI EK KIRAYE KA GHAR HAI" (BHAJAN) in Hon'ble Delhi High Court. As The First Party has filed petition under

NOTARY REGISTER

Sl. No. 10112
Date: 15 JUN 2024



Devendra Pathak

L.T. 2

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Indian Evidence Act

section 50 of the copyright act, 1957, in Hon'ble High Court Of Delhi, for expunging/rectification of registered copyright by the entry of literary work titled as "ZINDAGI EK KIRAYE KA GHAR HAI" bearing registration no."SR-15238/2021.

7.2.3 The first party hereby agrees not to press for the rectification of the registration of the song having lyrics "Jindagi ek kiraye ka ghar hai, ik na ik din badlana padega maut jab tujhko aawaz degi, ghar se bahar niklana padega" registered vide " L-36840/2010", in favour of Shubham Audio Video Pvt. Ltd.. a sister concern of the third party before the Hon'ble High Court Of Delhi.

7.2.4 The Licensor hereby irrevocably waives all rights it may have arising under the law with respect to any pending litigation whatsoever. Additionally, the Licensor releases any claims or actions as per the Copyright Act 1957 or any other law in force.

7.2.5 The Licensee hereby agrees to display the name of the Licensor as lyricist /writer in the description of the uploaded songs/bhajans on any platform whatsoever.

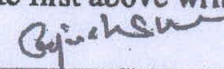
8. No Modification Unless In Writing

No modification of this Agreement shall be made unless in writing and agreed upon by the parties to the present agreement.

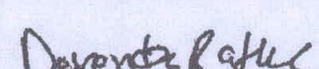
9. Full Integration

This Settlement Agreement supersedes any prior agreements, understandings, or negotiations, whether written oral between the parties. It is also agreed that in case of assignment/transfer of the right with respect to the licensed works by the licensor to any third party/entity, and the said third party/entity becomes the exclusive owner of the said Licensed Works, in such case the third party shall make sure that the rights given by the Licensor to the Licensee vide the present License Agreement shall have no effect upon such assignment and the third party shall become the Licensor to the present Licensee with all terms and conditions as mentioned in the present agreement and the same shall be binding upon both the parties

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

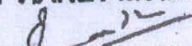


Rajesh Sharma
(Fame name "Rajesh Rahi")
Licensor/First Party



Devendra Pathak
Licensee/Second Party

For VIANET Media Pvt. Ltd.



Director
Vianet Media Pvt. Ltd.
(Sanjay Aggarwal)
Company purpose/Third Party

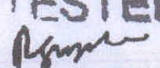
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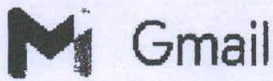
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ATTESTED

NOTARY PUBLIC
DELHI INDIA
5 JUN 2024



Tripaksha Litigation <lawyer@tripakshalitigation.com>

Tripartite Lyrics license and Settlement Agreement

1 message

Tripaksha Litigation <lawyer@tripakshalitigation.com>

19 July 2024 at 16:24

To: devendrapathak7@gmail.com, Sanjayaggarwal999@gmail.com, shubhamaudiovideo@gmail.com, ankitgupta@vianetmedia.com, info@vianetmedia.com, registrar.copyrights@gov.in, support-in@google.com

Sir/ma'am,

The advance copy of Tripartite Lyrics license and Settlement Agreement dated 30.05.2024 entered among Mr. Rajesh Sharma, Mr. Devendra Pathak & Vianet Media Pvt. Ltd. (Petitioner, Respondent no.1 and Respondent no. 6) in the captioned matter titled as "**Rajesh Sharma vs. Devendra Pathak & Ors.**" bearing no. C.O (Comm. IPD-CR) 879/2022", is being served upon you, on the behalf of the counsel for the Petitioner.



Adv. Jyoti Thakur
Associate Advocate
Tripaksha Litigation

362, Second Floor

Kohat Enclave, Pitampura

Delhi-34

M: 8920944081

**Rajesh Sharma vs. Devendra Pathak (Tripartite agreement).pdf**

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