Employer’s Copyright vis-à-vis Author’s Right: An Unresolved Legal Dilemma

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This article explores the protection to authors-employees and freelancers-in India in the light of the recent US decision in the Tasini case. Traversing the history and context of the Tasini case, particularly, explaining the court’s philosophy behind the recognition of a freelancers right over his employer/publisher, the paper highlights the concept of authorship in India and the significant differences in the manner employees and freelancers are treated under the Indian legal system.

Keywords: Tasini, employees’ copyright, freelancer’s copyright

The bundle of rights, which copyright professes to be, has a profound impact in the determination of authorship. With the theory of indivisibility of copyrights gaining redundancy, coupled with the increase in electronic publishing, complex issues arise as regards authorship of a copyrightable work.

Laws virtually vest authorship to the creator of an original work. This simplicity in the basic understanding of copyright ownership, however, wanes fast in the context of works where there is a transfer in the medium of publication itself, like from the print to an electronic set up. There thus arise unresolved issues concerning the determination of the first author, and the balancing of distribution rights between the first and the second author of a creation. The legal dilemmas are all the more pronounced in cases where electronic publishing is not conceived as a possibility. Further, there remain fundamental questions concerning the territoriality of electronic publications, the problem of manipulations affecting the moral rights of the authors, and questions pertaining to the vesting of reproduction rights in electronic formats, i.e., whether reproduction rights vests with the original author or the employer/publisher concerned?

The Tasini case, as decided upon by the American Supreme Court, has centred attention towards the aspect of rights sharing within copyrights. Albeit in the context of different legal provisions, the case reflects the existence of authorship rights to a freelancer (who is an independent contractor) rather than an employer/publisher. This decision might render security to freelancers against the exploitation of their works by employers/publishers in the American world. However, when viewed in the Indian context, the decision opens an arena of complex issues as already aforesaid like the determination of copyright ownership to the intricate issue of the applicability of moral rights; the analysis of which forms the crux of this paper.

Within the Indian law, there exists little background material as regards authorship of a work converted from print to an electronic medium. An analytical approach has therefore been adopted to analyze the unresolved question of authorship in the context of works converted into electronic formats.

The first part of the paper traverses in brief the history and context of the Tasini case, particularly explaining the court’s philosophy behind the recognition of a freelancers right over his employer/publisher. The second part is an elaborate discussion of the Indian scenario with respect to authorship in the backdrop of the Tasini case. The legal provisions as existing in the United Kingdom have also been analysed. In the end, the paper addresses the plausible conclusions and the complex unresolved legal dilemmas spurred up in the course of legal analysis.

The Tasini Case

The primary issue within copyrights concerns the rights of authors and freelancers to the ownership of their works, in particular, with aspects concerning the rights to use and re-use individual contributions across all media in various formats. With newspaper
publishers developing significant digital technologies, the importance of settling the authorship issues across all media has emerged as a fundamental concern. The disputes for authorial rights have often been raised before the domestic courts of the EU member states, and were resolved in favour of the journalists with any electronic exploitation without express consent of the authors deemed a copyright infringement.

In the United States, this legal interpretation towards the authorship rights of a freelancer vis-à-vis his publisher took shape through the Tasini case. Focusing on the myriad interpretations of the rights conferred under Section 201 (c) of the US Copyright Act, the Tasini converged on the issue of copyright ownership of a newspaper article as contributed by freelancers to print periodicals, and subsequently licensed by the publishers to electronic databases.

The litigation was initiated by a group of six freelancers who had contributed 21 articles to three print periodicals between 1990-93. While the authors enjoyed copyright in each of their articles, the print publishers had registered collective work copyright in each of their periodical editions. Vide a licensing agreement with two computer databases companies, the Lexis/Nexis and UMI, the print publishers allowed the copies of the articles of the freelancers to be placed into three databases. Though the articles were placed along with all the other articles of the periodical, each article was retrievable by a user of the database in isolation devoid of the context the original print publication presented. It was in this backdrop that an infringement of rights of authorship through the inclusion of articles in the databases was alleged, particularly, as the freelancer’s contracts with the print publishers in no instance secured any consent to publication.

The publishers defence to infringement was based upon the privilege accorded under Section 201(c) of the Copyright Act, which allowed them reproduction and distribution rights, including the right of revision of that collective work, and any later collective work in the same series.

The defence of the publishers was upheld by the District Court, which held the work published in the databases as a revision of the collective work by the print publishers. The fact that the databases ‘preserved some significant original aspect of the printed works’ namely, that they preserved the ‘selection of articles,’ by copying all the articles originally assembled in the print periodical, met the criterion of revision as postulated under the section.

Further, by showing the relevant aspects of each article, viz. the authorial, the periodical details, and the particular issue of the print publication along with the relevant page number, the electronic format maintained its nexus with the print publication.

The Appellate Court granting summary judgement to the freelancers overruled the legal justification for the exploitation by the employers as heralded by the District Court. The key interpretation for veering round for the freelancers are imbued in the application of the following reasoning towards the deciphering of the authorial rights.

It was observed that the publishers dealing with the public through the relevant databases indirectly infringed upon the authorial rights of communication, the right, which subserved merely to the freelancers. Though the databases were described as containing ‘new anthologies of innumerable’ editions or publications, the Appellate Court disagreed with the District Court and held them far from being revisions of the stated works.

An important aspect, however, left untouched was the concept of ‘transferability of the privilege’ of Section 201(c), particularly concerning the wide ramifications it has. Besides, there has been little discussion as regards the ‘work for hire’ doctrine, and on its applicability with the realms of the US Copyright Act. This aspect unfortunately was not the subject of discussion even in the US Supreme Court, which later upheld the findings of the Appellate Court.

The harmonization of the rights of the author of the collective work (i.e., the publisher/employer) with respect to the author of an article (freelancer/employee) formed the crux of the Supreme Court’s analysis, which rightly interpreted Section 201(c) without diminishing the author’s exclusive right in the article. Unlike microfilms, the database was held not to perceptibly reproduce articles as part of the collective work, or even qualify as revision. The publications’ contention of the manipulation of search result to produce entirety of articles from a particular periodical edition was brushed aside as no vouch for non-infringement of the authorial rights. The case has thus pervaded a scenario where the proprietors are forced to knuckle down to a free settlement with the writers. Though the decision opens consideration of the extent of copyright protection to authors’ vis-à-vis the need for
dissemination of information; it settles the proposition that copyright law cannot be subverted to protect merely the interest of the corporations, but even creates a scenario for the promotion of arts and sciences by enabling creators to make a living from their work\textsuperscript{13}.

However, it is pertinent to note that there is no equivalent of Section 201 US Copyright Act either in the law of any European State or India\textsuperscript{14}. With the EU states having already settled the dispute of authorship rights between the authors and publishers, \textit{prima facie} the Tasini has no legal bearing on the copyright issues in Europe. Viewed in this perspective the 'Tasini case does not seem to introduce any novel interpretation to the existing copyright regime. The case, however, holds significance as copyrights in the digital age is an international issue, and has a huge bearing on the global climate for digital publishing. In a country like India where the dilemmas pertaining to electronic publishing have not yet been fully realized, Tasini thus outlines the concerns that need to be adequately secured by the Indian state.

The Indian Scenario: An Analysis

The analysis for the purposes of this part will first focus on the authorship rights of both the employees and the freelancers \textit{vis-à-vis} their employers in the context of Section 17 of the Indian Copyright Act 1956. The concept of ‘adaptation right’ within the realm of copyright law, and its influence in the determination of rights of conversion of an article from the print to an electronic medium, will then form a subject of analysis. In the absence of any material primary or secondary data, the article delves into the bare analysis of the Indian laws for an elaborate discussion of ownership rights in the context of articles contributed to newspapers, and their subsequent conversion into electronic databases.

Writers (Employees and Freelancers) v Proprietors: The ‘Authorship’Principle

Under the American Copyright Act, Section 201(c) deals with the balancing of rights of the author of collective work \textit{vis-à-vis} the copyright in a separate contribution to a collective work. This section ropes in both classes of person’s, viz., independent contractors and employees functioning under a contract of service. In the Indian context, however, such detailed analysis of the balancing of rights of the author of a compilation \textit{vis-à-vis} the separate contributions is not visualized. The Indian Copyright Act 1957, limits its application merely to the determination of ownership rights of an employer \textit{vis-à-vis} an employee, or a freelancer as the case may be. The detailed aspects of ownership have thus been left to the mercy of statutory interpretations coupled with the use of foreign precedents.

The aspect of authorship in the context of the Indian Copyright Act 1956, can be looked at from two divergent perspectives, viz.,

- Authorship rights of employers’ \textit{vis-à-vis} freelancers in the context of a contract for employment\textsuperscript{15}.
- Authorship rights of employers’ \textit{vis-à-vis} employees as regards contract of employment\textsuperscript{16}.

Under the Indian law, Section 17 of the Copyright Act 1957, which touches upon the concept of authorship, deems the author of a work ordinarily to be its first owner\textsuperscript{17}. Though the Act discusses authorial rights in the context of work done under a contract of service, it, however, maintains profound silence as regards the rights of authorship of an original work, which is the product of a ‘contract for service’, particularly, in the context of freelancers\textsuperscript{18}. However, in the context of the general perception of an author of a work being its first owner vide section 17, statutory interpretation requires authorship rights to be clothed upon the freelancer functioning under a contract for service\textsuperscript{19}. The employers of newspapers, periodicals and magazines therefore have no statutory rights over copyright of such works\textsuperscript{20}, and the determination is left to contractual relationship between the parties. It is based on this distinction between employees and the freelancers that the Court in \textit{V T Thomas v Malayala Manorama Co Ltd}\textsuperscript{21}, recognized authorship of the content and form of the cartoon series in favor of the freelancer ‘Thomas’\textsuperscript{22}. There thus exists disparity in the rights over copyright of a freelancer who contributes to a periodical and an employee who creates an original work in course of his employment under a contract of service.

The product of an employee in the course of his employment for the purpose of publication in a newspaper, magazine or similar periodical in the absence of any contractual obligation vests unto the employer all statutory rights as regards \textit{publication} and \textit{reproduction for the purposes of publication} in such newspaper, magazine or periodical\textsuperscript{23}. This is the legal position as adopted by the judiciary in gamut of cases\textsuperscript{24}. As has been observed in \textit{Khemraj
Shrikishnadass v M/s Garg & Co,25 “if a work is done by an author for consideration for a publisher, the copyright in it would normally vest in the publisher, subject to any contract to the contrary.” The burden of wriggling out of such obligations is cast upon the contractual obligations existing between the concerned parties. Hence, under the Indian law, subject to an absence of any contractual obligation, freelancers are the first owners of copyrights while proprietors of newspapers, magazines and periodicals are the first owners as regards works created by employees under a contract of service in course of their employment.

Writers (Employees and Freelancers) v Proprietors: The ‘Adaptation’ Right

It is pertinent to note that under the Indian law, the first owners of copyrights even enjoy the right to make any adaptation of the work.26 The term adaptation as defined under the Indian Copyright Act 1957 includes the rights of ‘rearrangement and alteration of the work’,27 which may even include the right of conversion of works from one medium to the other. Thus as regards works wherein employers are the first copyrights owners (i.e., works of employees created under a contract of service), the employers/proprietors of a newspaper, magazine or periodicals have the legal rights for licensing the work to any database company without the author’s prior consent. This is in strict departure from Section 201(c) of the American law. The facts of the Tasini case thus even if reproduced in the Indian context would stand in favour of the proprietors in relation to the work of their employees functioning in the course of the employment under a contract of service. It is unfortunate that unlike the American law, the Indian law offers them no protection against the exploitation of their creative works.

The same position as that of India prevails even under the laws of the United Kingdom. Hence, where an employee, in course of his employment under a contract of service, makes a work, his employer is deemed the first owner of the copyright subject to any agreement to the contrary.28 Prior to the 1988 Act, however, special provision was made regarding the ownership of copyright made by employees for publication in newspapers, etc., which had the same effect as Section 201 of the US Copyright Act.29 The absence of such a provision under the 1988 Act, spells a substantial departure from the existing legal provisions making the general rule as prevalent in India as above-mentioned now applicable. Thus, like the Indian Copyright Act 1956, the rights of adaptation flow to the owner of a copyright,30 which remains with an employer in cases of works produced by employees in the course of employment under a contract of service, and with the freelancers in cases of works produced by them.31 Thus differential treatment between rights of a freelancer and an employee exists even under the present laws of the United Kingdom.

Writers (Employees and Freelancers) v Proprietors: The Dilemmas of Collective Works

The Indian Copyright Act 1957, does not define a ‘collective work’.32 The inclusive width of the term ‘literary works’ as provided under the Act is however pertinent to be noted.33 The principle of ‘Statutory interpretation’ reveals a legislative intent of lending an extensive meaning to the term ‘literary work’.34 When so perceived, the definition seems wide enough to include all original collective works, which are essentially in the nature of compilation, regardless of their nature or material.35

Unlike the American counterpart, the Indian Copyright Act 1957, in the absence of any express circumscription of the publisher’s rights to mere reproduction, distribution or revision for the purposes of reproduction, the publisher as author of a collection has all the unmitigated rights vested to the owner of a copyright.36 The same position prevails in the United Kingdom where there exist two distinct rights in case of collective works—one in the entire work, and the other in the various separate contributions.37

In India, therefore, as the work of the author of a compilation commands distinct copyright, it can thus be reproduced, stored or adapted even for publication in an electronic medium where individual articles can be retrieved in isolation of the context in which they appeared in the collective work.38 This seems non-violative even without any specific consent of the author whose contribution is included in the collective work, for any harmonization and circumscription of rights of collective works vis-a-vis separate contribution is not visualized in India.

This interpretation is bound to result in the proprietors of a collective work (which includes magazines, newspapers and periodicals) to license their work to database companies as in the Tasini case, on the contention of they having a separate right in their work distinct from the initial contribution by the freelancers. The freelancers, on the contrary,
would resort to the bare interpretation of the initial part of Section 17 to vindicate their ownership rights. This clash of interpretation in the absence of any clear conceptualization of the extent of these rights as regards employer’s vis-à-vis freelancers is bound to prevail within the Indian scenario.

The Aspect of Moral Rights

In the United States, unlike in India, ‘moral rights’ have seldom been deeply emphasized. It is perhaps the low recognition of moral rights coupled with the presence of Section 201(c) US Copyright Act that inhibited the freelancers from taking up the conversion of their print articles to the electronic formats as a violation of their moral rights. In the Indian scenario, however, considering the overemphasis on the aspect of ‘moral rights, claims to its infringement may be raised in cases of conversion of works from print to an electronic medium.

Moral rights under the Indian law have been conferred upon the authors of an original work, and include the combination of three rights, viz. droit de divulgation (right of publication); droit a la paternite (right of paternity); and droit au respect de loeuvre (the right of integrity). It is pertinent to note that moral rights stand independent of the economic rights flowing through authorial creations, and vests with the author even after the transfer of his copyright.

The aspect of moral rights in India has been upheld as author specific right bestowing upon him rights to prevent mutilation of work in any form. The judiciary, however, has seldom outlined the precise meaning of the terms ‘distortion, mutilation or modification’ as mentioned under Section 57 to the Indian Copyright Act 1957. In the landmark case of Manu Bhandari v Kala Vikaas Pictures, as regards the aspect of judicial intervention under Section 57, the Court was quick to limit its power to the mere examination of the changes without sitting over as a ‘sentinel of public morals or super-censor’ in exercise of its powers.

The court did emphasize that any ‘distortion or modification’ to attract the vice of Section 57 need not be a perversion of the original, or so serious that its looks quite different work from the original. However, it also derided a modification simplicitor as one attracting the vice of Section 57. Thus, the true understanding of the extent of these phases, viz. ‘distortion, mutilation, and modification’ leading the operation of Section 57 has not been a subject of any detailed discussion.

The electronic databases, unlike the print medium present the articles to the users devoid of the context in which they originally appeared. Each article therefore appears to the user without its original formatting or graphics. The failure to display a work to the satisfaction of the author definitely does not invite the application of Section 57. However, concerning the lack of any authoritative analysis of moral rights in cases of conversion of works to electronic medium, the Indian courts may not lightly set aside a case of moral rights infringement. The freelancers and the employees may thus in cases of reproduction of their work in electronic databases persuasively plead an infringement of their moral rights particularly as the articles in a database usually appear devoid of its original context; thus increasing the court’s dilemma towards the balancing of writer vis-à-vis publisher rights.

Tracing the strands from the US, it, however seems probable that the use of an author’s work is not actionable distortion merely because it appears in a context that the author finds objectionable, at least when the context does not imply the author’s consent, approval or collaboration. Nevertheless, concerning the over-emphasis on moral rights in the Indian scenario, an aspect of shift from the print to an electronic medium may be deemed as actionable distortion.

Conclusion

The Indian Copyright Act seems unequipped to handle the harmonization of a probable ownership conflict between the proprietor and his employees. The inferior status towards ownership rights is particularly pronounced as regard employees functioning under a contract of service and producing work for employers within the course of their employment. Freelancers it seems like the American law may successfully content violation of their copyrights through incorporation of their articles from the print to an electronic set up, devoid of its initial context. However, the lack of conceptuality in terms of the harmonization of rights of author of a collective work vis-à-vis author of a separate article may lead to the death knell of authorial rights in India. It therefore seems that in Indian legal set up, authors working as employees are essentially subject to the mercy of their publishing proprietors.
References

1. This doctrine essentially implied that the author of a work does not have the right to assign merely a particular right, or, partially assign his copyright in favour of the other. The 1976 amendment to the USA Copyright Act rejected this doctrine, and allowed each right to be transferred and owned separately. See New York Times Co v Tasini 59 USPQ2D 1001/ 533 US 433 (2001) http://supct.law.cornell.edu/supct/html/00-201.ZS.html

2. See Les Christy and Susannah Kendall, Freelancers, copyrights and the information society, Managing Intellectual Property, February 2002, 42

3. For the purposes of this paper, the term ‘employer’ and ‘publisher’ has been used synonymously interchangeably


5. New York Times Co v Tasini 59 USPQ2D 1001/ 533 US 433 (2001); See also, Greenberg v National Geographic Society, 58 USPQ2D 1267


7. See www.authorsrights.org/legal for the discussion of cases concerning authorship in the EU states

8. Section 201(c) of the US Copyright Act reads, “Copyright in each separate contribution to a collective work is distinct from the copyright in a collective work as a whole. In the absence of an express transfer of copyright or of any rights under it, the owner of the copyright in the collective work is presumed to have acquired only the privilege of reproducing and distributing the contribution as part of that particular collective work, any revision of that collective work and any later collective work in the same series.”

9. “To qualify as ‘revisions’ works need only preserve some significant original aspect of collective works—whether an original selection or an original arrangement.” See supra note

10. The District Court observed, ‘The databases reproduction and distribution of individual articles—simply as individual articles—would invade the core of author’s exclusive rights under Section 106’. See supra note 1

11. The ‘work for hire’ is a special term used in the United States Copyright Act. A ‘work for hire’ clause entitles the employer to take the ownership of all ideas, inventions and discoveries made by the employee as a condition of employment. Even if a third person reproduces the work without the consent of the copyright owner, the original author has no right to prevent such use as the rights belong only to the employer. See Section 101 US Copyright Act

12. In the majority view the ‘databases offer users individual articles, not intact periodicals.’ Ibid


14. Prior to the enactment of the UK Copyright, Designs and Patents Act 1988, the Copyright Act 1956 vide Section 4(2) vested with the publishers merely the right to publish and reproduce the work for the purposes of publication. This position, however, now stands altered with the passing of the UK Copyright Act 1956

15. For the purposes of this article, this term includes ‘freelancers’. For an in-depth analysis of the term ‘contract for service’ and its distinction with ‘contract of service’ See Harish Chandra Bajpai v Triloki Singh and Another, AIR 1957 SC 444. See also, Halsbury’s Laws of England (25) Para 872

16. As held in the University of London Press Ltd v University Tutorial Press Ltd, (1916) 2Ch. 601 at 610, ‘A contract of service is not the same thing as a contract for services, the distinction being the same as an employee and an independent contractor. An employee is a person who is subject to the commands of the employer as to the manner in which he shall work. The existence of direct control by the employer, the degree of independence, and the place where the service is rendered are all matters to be considered in determining whether there is a contract of service’

17. Under Section 17, Copyright Act 1957, the scheme of ownership rights can broadly be bifurcated into four respects, viz ownership (i) with respect to work done by employees of newspapers, magazines, and similar periodicals; (ii) rights as regards work for valuable consideration, and done at employers instance; (iii) with respect to work done by employees under a contract of service; and (iv) with respect to government works

18. Section 17(b) merely deals with ownership rights in the context of a photograph taken, or a painting or portrait drawn, or an engraving or cinematography film made for valuable consideration at the instance of the employer

19. This is because the initial part of Section 17 reads, ‘Subject to the provisions of this Act, the author of a work shall be the first owner of copyright therein’

20. This interpretation denudes the proprietors even the reproduction and distribution rights, which they have as against the employees functioning under a contract of services

21. AIR 1989 Ker 49

22. The court further observed, ‘On termination of the employment, the employee is entitled to the ownership of copyrights in the works created subsequently, and the former employer has no right in such copyright’

23. See Section 17(a)

24. See Gama Prasad Agarwal v Nabahash Goswami, AIR 1967 Assam 70 at 72-73, Jagdish Prasad Gupta v Parmeshwar Prasad Singh, AIR 1966 Pat 33 at 36-37

25. AIR 1975 Delhi 130, 133

26. See Section 14 (a) (vi)

27. See Section 2(a) (v), which defines the term ‘adaptation’


29. See also, Kevin Garnett et.al., Copinger and Skone James on Copyright 220 (1999)

30. See Section 4(2) of UK Copyright Act 1956, & Section 5(1) (b), UK Copyright Act 1911

31. See Section 16 (1) (e), Copyright, Designs and Patents Act 1988

32. See supra note 28, 200

33. The term ‘collective work’ was defined under Section 35(1) of the Copyright Act 1911, as, ‘(a) An encyclopedia, dictionary, yearbook, or similar work; (b) a newspaper, review, magazine, or similar periodical; and (c) any work written in distinct parts by different authors, or in which works or parts of works of different authors are incorporated’. See Narayanan P, Copyright and Industrial Designs, 42 (2002)
33 See Section 2(o) of the Copyright Act 1957 for the definition of the term ‘literary work’

34 In Golleshwar Dev v Gangawva Kom AIR 1986 SC231, the court held that where the definition incorporates the word ‘includes’ the intention of the legislature was to make it more extensive. See Justice Singh G P, Principles of Statutory Interpretation, 143 (2000). See also, Agarwal Publishing House v Board of High School & Intermediate Education, Uttar Pradesh. ‘The ‘literary works’ referred to in the Act are not confined to works of literature in the commonly understood sense, but must be taken to include all works expressed in writing, whether, they have any literary merit or not’

35 Nimmer in the context of the US Act, states that the ‘statutory definition of literary work is broad enough to include computer databases and programs in that it includes all verbal; or numerical symbols or indices, regardless of the nature of the material objects, such as tapes, discs or cards in which they are embodied.’ See Nimmer on Copyrights Vol 2, 2.04

36 See Section 14 of the Indian Copyright Act 1957


38 See Chappel & Co Ltd v Redwood Music Ltd, 1981 RPC 337,348-349. Lord Russel of Killowen observed, ‘When the Act speaks of collective work, in my work it refers to a totality in which copyright exists in addition to and apart from any copyright which may exist in its constituent parts. …The collective work is something which by original collocation or arrangement has a copyright of its own’

39 “Nine states have enacted laws protecting, in some measure, the rights of integrity and attribution for visual artists. Nonetheless, though these statutes represent the farthest explicit recognition of moral rights to be found in US jurisprudence, both the Federal and State laws relate solely to the protection of works for visual art, and have no application to other copyrightable subject matter. In addition, their scope is limited even within the realms of visual arts.” See Nimmer on Copyrights, 8D-11.

40 See Section 57 of the Indian Copyright Act 1957. See further, Article 6bis of the Berne Convention, and Article 27 of the Universal Declaration of Human Rights 1948

41 See Narayanan P, Copyright and Industrial Designs, 92 (2002)

42 See Mannu Bhandari v Kala Vikaas Pictures Ltd, AIR 1987 Del. 13 ‘Section 57 is a statutory recognition of the intellectual property of the author and the special care with which the intellectual property is protected.’ See also, Heptullah v Orient Longman, 1989, IPLR 36

43 AIR 1987 Del. 13

44 See para 22, page 19

45 See Explanation to Section 57(1), Copyright Act 1957

46 See Shostakovich v Twentieth Century Fox Film Corp, 196 Misc. 67, 80 N.Y.S 2d 575 in Nimmer on Copyrights, 8D-56

47 See also, Nageshwar Rao V, Strategies for effective enforcement of copyright- international and national perspectives in National Seminar on Enforcement of Copyright Law, organised by Department of Law, Osmania University, 13–14 March 2004