

# NATIONAL LAW UNIVERSITY JODHPUR

End Term Examination August-December 2025

Semester: UG VII

Subject: Copyright Law and Related Rights (Honors)

Time: Three hours

Total marks: 100

## INSTRUCTIONS:

1. This question paper contains **6 questions**, each carrying **20 marks**.
2. Answer any **5 questions** from the following.
3. Support your answers with case laws, statutory provisions, and doctrinal analysis where relevant.
4. Expected answer length: 800-900 words per question (suggestive only, not compulsory)

**Q1** TechVision India Private Limited develops a specialized software product called "MediTrack Pro"- a hospital management system for scheduling appointments, managing patient records, generating billing invoices, and tracking medication inventories. MediTrack Pro's key technical structure includes:

- **Data Input Layer:** Forms where hospital staff enter patient information, doctor schedules, and medication stock levels
- **Processing Logic:** Algorithms that automatically recommend optimal appointment slots based on doctor availability, patient history, and treatment urgency
- **Output Interface:** Dashboard displaying color-coded patient priority categories (red for critical, yellow for urgent, green for routine) with filterable sorting options and one-click export to PDF
- **Database Architecture:** Hierarchical storage structure organizing data by hospital ward, doctor specialty, and date ranges

Eighteen months later, a competitor, HealthFirst Solutions, launches "ClinicOptima"; a software with nearly identical:

- Color-coded priority dashboard (red/yellow/green system)
- One-click PDF export functionality
- Appointment recommendation algorithm (though implemented differently in code)
- Overall user interface layout and workflow

However, HealthFirst's underlying code is written in different programming language, uses different database structure, and re-implements the algorithms from first principles without

accessing TechVision's source code. Patients and hospital administrators note the striking functional and visual similarity, but the underlying architecture differs significantly.

- (a) Analyze what aspects of MediTrack Pro receive copyright protection and which do NOT. Distinguish between: the underlying algorithms and functionality (whether they are copyrightable ideas or expressions), the visual interface and color-coding scheme, the database structure, and the sequence of processing steps.
- (b) Determine whether HealthFirst's ClinicOptima infringes MediTrack Pro's copyright. Address the following clearly:
- whether copying the visual interface and workflow (despite different code) constitutes infringement;
  - how courts assess software infringement when functionality is identical but implementation differs;
  - what test or framework Indian courts should apply to balance functional considerations with copyright protection of expressive elements.

(10+ 10= 20 marks)

**Q2** Priya, an independent music composer, creates an original song titled "Monsoon Dreams" and records it in her home studio. She uploads it to YouTube under a Creative Commons license permitting non-commercial use with attribution.

Six months later, she discovers that:

- A Bollywood film producer has used her song in a commercially released film without her permission
- A wedding videographer has used the song as background music in wedding videos shared on Instagram
- A music streaming app has included her song in their curated playlist
- An AI music platform has used her song to train its generative AI model

Analyze each situation and determine:

- (a) Whether copyright infringement has occurred in each case
- (b) What defenses, if any, might be available to each party under the Copyright Act, 1957

(10+ 10= 20 marks)

**Q3** "DocuVerse" is a digital content creation company that engages independent documentary filmmakers to produce short-form documentaries (15-30 minutes each) on social and environmental issues. DocuVerse wishes to acquire comprehensive streaming and educational rights from filmmaker Ananya, who has created a series of 8 documentaries on rural water conservation.

The negotiated terms are:

- Territory- India and South Asian countries (Nepal, Sri Lanka, Bhutan)
- Duration- 4 years with automatic renewal for 3-year periods unless terminated
- Rights Granted- Non-exclusive right to stream on DocuVerse's subscription platform; right to license to educational institutions and NGOs; right to create compilations and curated collections; right to distribute physical DVDs; NOT including theatrical exhibition rights or adaptation into feature films
- Royalty Structure- 15% of gross streaming revenue; 10% of educational licensing revenue; minimum annual guarantee of ₹3,00,000; quarterly payments
- Filmmaker Attribution- Ananya's name and credit must appear on all platforms; right to maintain attribution even after contract termination
- Reversion Clause- If DocuVerse fails to actively market the documentaries (fewer than 10,000 cumulative streams per year) for two consecutive years, Ananya may terminate and reclaim all rights
- Additionally- (i) the contract must specify how future formats (VR documentaries, interactive documentaries, AI-generated subtitles) are handled; (ii) clarify ownership of metadata and viewer analytics; (iii) address what happens to archived content after termination.

Draft the following contract clauses:

- (a) License Grant and Territorial Limitation Clause; specifying which rights are granted, which are explicitly retained by Ananya, territorial scope under Section 30, and how the non-exclusive nature differs from exclusive licensing.
- (b) Royalty Calculation, Minimum Guarantee, and Accounting Clause; detailing how gross revenue is calculated, payment schedule, audit rights, and treatment of future mediums not currently existing.
- (c) Attribution Rights and Termination for Non-Performance Clause; addressing Ananya's moral rights, how performance metrics are measured, termination notice requirements, and reversion of rights post-termination.

(7+7+6= 20 marks)

**Q4** Generative AI systems trained on massive datasets can now produce images, text, music, and videos that are indistinguishable from human-created works. This raises a fundamental question: when copyright protection requires human authorship, what is the legal status of AI-generated content?

Consider the following scenarios:

Scenario 1: A graphic designer uses Midjourney (AI image generator) by providing text prompts like "*watercolor painting of monsoon landscape inspired by Indian classical art.*" She selects and refines the best outputs and publishes them as "AI-assisted designs" under her copyright claim.

Scenario 2: An AI company trains a language model on millions of copyrighted books (without permission) and sells an API allowing users to generate novel text passages. The company claims copyright ownership in the training model.

Scenario 3: A musician uses AI composition software to generate background music for YouTube videos by feeding it musical parameters (genre, mood, tempo). The software generates unique compositions.

- (a) Evaluate the legal status of AI-generated content under Indian copyright law. Who (if anyone) owns copyright in each scenario? Can the copyright owner be: (i) the AI developer; (ii) the human user providing prompts; (iii) the AI system itself; or (iv) no one (public domain)? What does Indian law require regarding “human authorship”?
- (b) Draft a policy recommendation. Should Indian legislators adopt a *sui generis* (special) regime granting limited copyright to AI-generated works, or maintain the human authorship requirement? Consider implications for (i) incentivizing AI development; (ii) protecting human creators from displacement; (iii) ensuring fair attribution and transparency; and (iv) public access to knowledge. Justify your position.

(10 + 10 = 20 marks)

**Q5** Section 52 of the Copyright Act permits certain uses that do NOT constitute infringement, including uses for research, study, criticism, review, and reporting current events. However, fair dealing is constrained: it must not conflict with normal commercial exploitation of the work.

A law school’s examination cell prepares study materials for a Copyright Law course by:

Creating a “case compilation” extracting 5-10 page excerpts from 25 different published court judgments and law journal articles, with citations but without seeking permission from copyright holders:

- Reproducing 40% of a leading copyright textbook (chapters on originality and infringement) with page references and author attribution
- Recording video lectures where the professor reads excerpts from copyrighted legal commentaries (2-3 minutes per lecture) to illustrate doctrinal points
- Uploading all materials to the university’s internal learning management system (not publicly accessible) free of charge for enrolled students only

- (a) Does each activity constitute fair dealing under Section 52? For each activity, analyse- (i) whether the use falls within permitted purposes (research, study, criticism); (ii) whether it conflicts with normal commercial exploitation; (iii) whether the amount reproduced is reasonable; (iv) what the market effect is. Support your conclusions with statutory language.

- (b) Suggest at least 3 actions the law school could take to reduce copyright infringement risk while maintaining educational accessibility. Consider licensing options, fair use best practices, permissions-seeking strategies, and alternative approaches.

(10 +10 = 20 marks)

Q6 Copyright protects not works themselves but the specific expression of ideas. This “idea-expression dichotomy” is fundamental- ideas, facts, concepts, and principles remain free for all to use, but their unique expression is protected.

- (a) Explain the idea-expression dichotomy with reference to Section 14. Why does copyright not protect “merger” scenarios where idea and expression become inseparable?
- (b) Provide three distinct examples (one from literature, one from software, one from visual art) demonstrating how the same underlying idea can generate multiple copyrightable expressions. What determines whether courts protect the broader idea or only the narrow expression?

(10 + 10= 20 marks)

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