



सूचना एवं
प्रसारण मंत्रालय
MINISTRY OF
INFORMATION AND
BROADCASTING




CREATIVE FIRST
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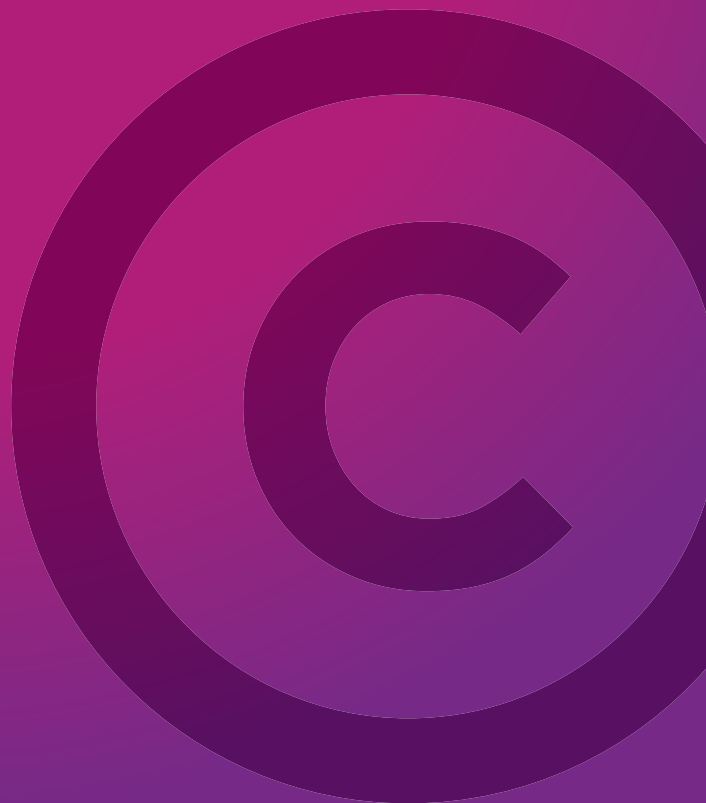
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THE CREATORS' COMPASS

2025 EDITION



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The same will not in any circumstances
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ABOUT



सूचना एवं प्रसारण मंत्रालय MINISTRY OF INFORMATION AND BROADCASTING

The Ministry of Information and Broadcasting is one among the early Ministries set up after India's Independence and Sardar Vallabhbhai Patel was India's first Minister for Information and Broadcasting.

The Ministry of Information and Broadcasting is one of the vital Ministries that represent the face of the government in reaching out to the masses. The Ministry is entrusted with the task of disseminating information

about government policies, schemes and programmes through the different medium of mass communication covering radio, television, press, social media, printed publicity like booklets, posters, outdoor publicity including through traditional modes of communication such as dance, drama, folk recitals, puppet shows etc. The Ministry is also the focal point as regards policy matters related to private broadcasting sector, administering of the public broadcasting service- Prasar Bharati, multi-media advertising and publicity of the policies and programmes of the Union Government, film promotion and certification and regulation of print media.

On the public service broadcasting sphere, the Ministry overviews matters relating to All India Radio and Doordarshan through the Prasar Bharati (Broadcasting Corporation of India Act), 1990 which includes regulation of use of All India Radio and Doordarshan by recognised national and regional political parties during elections of the Lok Sabha and State Assemblies and procedure to be followed by the official electronic media during periods of national mourning on the demise of a high dignitary.

The Ministry of Information & Broadcasting is functionally organised into four wings:

1. Information Wing
2. Broadcasting Wing
3. Films Wing
4. Digital Media Division



Waves Film Bazaar earlier known as Film Bazaar was initiated by the National Film Development Corporation (NFDC) in 2007 and has evolved into South Asia's global film market. It is organized every year alongside the prestigious International Film Festival of India (IFFI) in Goa.

Waves Film Bazaar is a converging point for South Asian and international filmmakers and film producers, sales agents, and festival programmers for potential creative and financial collaboration. Over the course of 5 days, the festival focuses on discovering, supporting, and showcasing South Asian content and talent in filmmaking, production, and distribution. The Bazaar also encourages the sales of world cinema in the South Asian region.

Over the years, films such as Lunch Box, Margarita With A Straw, Chauthi Koot, Qissa, Ship of Theseus, Titli, Court, Anhe Ghode Da Daan, Miss Lovely, Dum Lagake Haisha, Liar's Dice and Thithi have been through one or more programs of the Bazaar.

ABOUT



www.creativefirst.film

Creative First is a forum to highlight the vital role played by the media and entertainment industry in India to foster creativity, innovation, and culture, which in turn stimulates investment, jobs, and economic growth. Creative First provides quality commentary, research, and additional resources on the value of copyright and the promotion and protection of the creative industries.

To contribute to our blog, or for more information, please email

Ms. Lohita Sujith
lohita.sujith@mpa-india.org
info@creativefirst.film

For Industry Insights visit -
www.creativefirst.film



**INTERNATIONAL
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Quite often one comes across Clients with cross border and multinational disputes area requiring legal advice and at such times there has always been a constant need to access colleagues around the world who specialize in such areas of Law. The concept and idea of the International Legal Alliance (ILA) germinated after much deliberation which led to the conclusion that there is a serious need of lawyers specializing in various sectors of law globally. ILA is a practice founded in Mumbai, India having a network of independent legal professionals from all over the world. ILA has been consistently delivering high quality and effective representations and results for our clients. ILA's network includes some of India's most respected Lawyers and Attorneys. We at ILA combine our international resources and sector expertise to work on cross-border transactions directly in the markets and regions important to our clients.

For more information, please email:

Mrs. Sudisha Mukherji: advsudishamukherji@gmail.com

or

Mr. Jamshed Mistry: info@internationallegalalliance.com

or visit

www.internationallegalalliance.com

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I. THE LEGAL RELATIONSHIP BETWEEN ONLINE CURATED CONTENT PLATFORMS (OCC PLATFORMS) AND PRODUCTION HOUSES

India's Media and Entertainment sector is becoming a cornerstone of its economic growth. The Indian screen sector generated more than INR 514k crores (USD 61. Billion) in 2024¹ and supported 2.64 million jobs in the country.

The consumption of internet-based content in India has been on a steady rise. The emergence of OCC Platforms such as Amazon Prime, Jio-Hotstar, Netflix, Zee5, Lionsgate, Sony Liv, Hoichoi, Sun NXT, etc. has led to a growth in ideas, investments creating a dynamic landscape for content production and distribution.

Consumer behaviour based on factors such as affordable data prices, use of smartphones and exposure and consumption of international content primarily drives OCC Platforms and vice versa. Each OCC Platform aims to provide unique and compelling content based on this consumer behaviour to their viewers. As a result, production houses and OCC Platforms together, navigate new opportunities to create, license, assign, and curate content to be made available on such platforms. To succeed in this new digital era of content creation and distribution, Production Houses must be proactive in seeking out opportunities and forming strategic partnerships with OCC Platforms. OCC Platforms allow Production Houses to not only gain access to a wider audience and generate revenue from their Content but also allow them to nurture new creative ideas.

Content creation is a collaborative process wherein Copyright plays an important role at each stage of the creation process. Therefore, to work effectively with an OCC Platform, it is important for the Production Houses to establish strong and clear contractual agreements that define the terms of their overall collaboration. These agreements include contracts such as development agreements, production agreements, non-disclosure agreements, assignment or license agreements, character licensing agreements, syndication agreements, etc. The importance of protection and enforcement of intellectual property rights has gained traction in the Indian media and entertainment industry in the recent past. Production Houses/ producers and OCC Platforms are now committing to the objective of dissemination and creation of content through a secure legal and contractual framework.



Production contracts enable the parties to smoothly and effectively produce content and establish a flow of intellectual property rights in and to the works in the content.

The relationship of a Production House with an OCC Platform maybe of four types:

- i. Where the OCC Platform directly commissions the Production House to produce content through commissioning deals. Commissioning deals establish a clear-cut flow of transfer of intellectual property rights from the get go.
- ii. Where the Production House may license or syndicate existing content to an OCC Platform for distribution for a time frame and territory.
- iii. Where the Production House based on the understanding with the OCC Platform, creates content to then license to the OCC Platform for distribution.
- iv. Both the OCC Platform and the production house join hands to co-produce the content wherein the intellectual property may be jointly owned.

¹ https://creativefirst.film/wp-content/uploads/2025/04/MPA_Deloitte_ECR_IN_Report_Final_27042025.pdf

II. COPYRIGHT IN CONTENT PRODUCTION

Copyright is the most important intellectual property right in relation to production and distribution of content. Copyright is a bundle of rights granted to the author of any literary work, dramatic work, musical work, artistic work, sound recording or cinematograph film (“**Works**”) as per the Copyright Act, 1957 (“**Act**”) and allows the owner of such Works to do certain acts and/or authorise others to do certain acts.

Section 14 of the Copyright Act, gives an author/owner of the copyright in the Works the exclusive rights to do or authorize doing of certain acts such as:

- i. to reproduce the Work in material form;
- ii. to store the Work in electronic or any other medium;
- iii. to issue copies of the Work to the public;
- iv. to perform or communicate the Work to the public;
- v. to make any cinematograph film or sound recording in respect of the Work;
- vi. to make any translation and adaptation of the Work.

a. First Owner of Copyright:

Section 17 of Act, lays down provisions related to ownership of copyright. As per the Act, the author of a Work is the first owner of copyright, for instance, in case of a literary work, the writer is the author, in case of a musical work the composer is the author etc. The table provided below sets out the author for different classes of works²:

WORKS	AUTHOR
Literary or dramatic work	Created/written by the Author
Musical Work	Created by the Composer
Artistic work (other than photographs)	Created by the Artist
Photograph	Created by the person taking the photograph
Cinematograph film and sound recording	Producer
Literary, dramatic, musical, or artistic work that is computer-generated	Created by the person who causes the work to be created.

However, in certain situations, ***the owner of a certain Work may not always be the first owner of such work***, provided nothing to the contrary is agreed in the agreement between the Parties. For instance, commissioning deals between OCC Platforms and Production Houses are mainly based on the foregoing principle. The commissioning deal results in an absolute transfer of rights in favour of the OCC Platform, thus making the OCC Platform the owner of copyright in the content. The content is produced/created for valuable consideration at the instance of the OCC Platform by the Production House. In a commissioning deal, the OCC Platform commissions the Production House to produce content, the Production House in turn commissions the contributors such as writer, director, lead artists, crew etc. and the rights flow from the contributors to the production house, which then assigns the rights to the OCC Platform.

Similarly, when any Work is created in the course of an author’s employment under a contract for service, the employer shall be the first owner of copyright unless otherwise agreed. All contributors engaged to render services for an audio-visual content are engaged by the Production House under a contract for services. For instance, when a producer engages a music composer to compose the music/music score for an audio-visual content, the works developed by the music composer are assigned to the Production House under this contract thereby making the Production House first owner of the copyright in the works; this includes the

² <https://creativefirst.film/wp-content/uploads/2021/04/YourIPYourFuture-Final-Handbook.pdf>

master sound recording and in most cases even the scratch versions developed by the music composer in the process of creating the master sound recording. However, there may be instances where the music composer may stipulate in the contract that the music composer shall retain the rights to unapproved scratch versions of the music. If the parties agree to this stipulation, the Production House will be deemed to be the first owner of all results and proceeds of the music composers' services, except for the unapproved scratch versions.

b. Term of Copyright:

Copyright protection does not exist in perpetuity. The Act prescribes a specific term for different classes of Works and upon the cessation of such a term, the copyright protection therein ends and the Works fall into the public domain³.



In case of original literary, dramatic, musical, and artistic works,

copyright subsists for the entire duration of the author's life-time and continues to vest for 60 (sixty) years from the beginning of the calendar year following the author's death.

Upon the death of the author and prior to the expiry of the copyright term of the work, the ownership of the work changes: Ownership of copyrighted work is treated the same as other tangible property and can be passed on to an heir or a third-party via a will, as the copyright owner desires. If the author dies intestate, i.e.- without a will, then the copyright is passed on to his heirs or legal representatives as a part of his/her estate and is divided amongst his/her legal heirs in accordance with the applicable law.

In case of cinematograph films and sound recordings,

copyright subsists for 60 (sixty) years from the beginning of the calendar year following the year of first publication of the work.

c. Works in Public Domain

Once a Work falls into the public domain, usage of such Work is unrestricted and does not amount to infringement. 'Public Domain' means that the copyright protection term of the work has expired and no one has copyright ownership on that work, essentially making the work unrestricted in terms of copyright.



There are two instances in which a Work may fall into the public domain-

- (1) upon expiry of the copyright term of the Work and;
- (2) when the author relinquishes the copyright in the Work.

It is imperative to note that in the event a Work has been co-authored by 2 or more individuals, such Works will fall into the public domain 60 years after the death of the last surviving author.

Determining whether a Work is in the Public Domain:

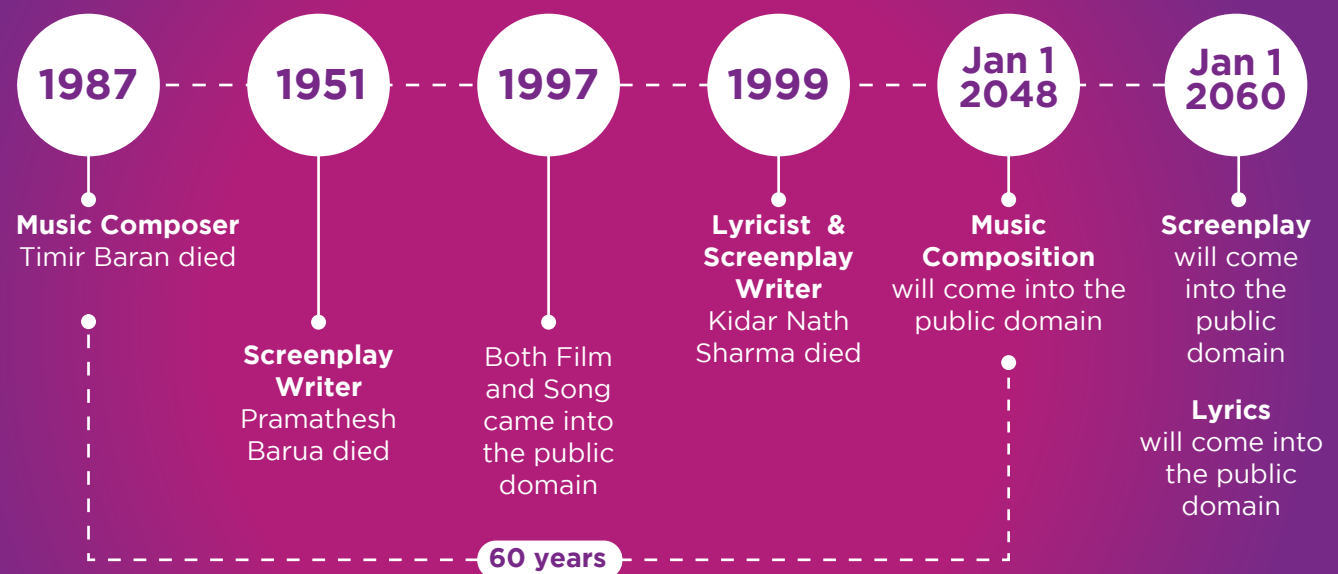
The copyright term of a cinematograph film and sound recording is 60 years from the beginning of the calendar year **following the year of first publication of the film**. However, the term of copyright for underlying works such as literary and musical works subsists for the entire duration of the lifetime of the author and continues for 60 years from the beginning of the calendar year following the year of the death of the author, making the copyright protection term of the underlying works longer than the cinematograph film/ sound recording itself. Therefore, even if a cinematograph film and/or sound recording falls in the public domain, the underlying works that make up the cinematograph film and sound recording are still under copyright protection.

³ <https://copyright.gov.in/documents/copyrightrules1957.pdf>

Illustration:

Film: Devdas | Song: Balam Aaye Baso Moray Man Mein

Both Film and Song came into the public domain in the year 1997.



Underlying Works:

Lyrics: Lyricist Kidar Nath Sharma died in 1999; therefore, **lyrics will come into the public domain on January 1st, 2060.**

Composition: Music Composer Timir Baran died in 1987; therefore, **the music composition will come into the public domain on January 1st, 2048.**

Screenplay/ script: Pramathesh Barua and Kidar Nath Sharma were the Screenplay Writers of the Film who died in 1951 and 1999 respectively; therefore, **screenplay will come into the public domain on January 1st, 2060.**

Permissible Public Domain usage:

USAGE	PUBLIC DOMAIN AND PERMISSIBILITY
Reproduce the audio-visual content now in the public domain strictly in its existing form.	Yes
Generating a derivative version of the song.	No, because although the sound recording is in the public domain, the underlying works (lyrics and composition) are still protected and therefore, permission from owner of underlying works would be needed.
Incorporation of the song through an actor's performance in the film without authorization of sync rights.	No, because the underlying works (lyrics and composition) are still protected and therefore, permission from owner of underlying works would be needed.
Playing the standalone audio of the song without accompanying visuals.	No, because the underlying works (lyrics and composition) are still protected and therefore, permission from owner of underlying works would be needed.
Adaptation of the film.	No, because the underlying works (screenplay/script) are still protected and therefore, permission from owner of underlying works would be needed.

d. Assignment and License of Copyright:

Assignment of Copyright: means transfer of ownership of the copyright in a certain work, either wholly or partially, for a limited period or for the entire term and for certain territories of the world or worldwide territory.

The Act, specifies the essentials of an Assignment, in the absence of which and assignment of copyright is invalid. The essentials of assignment are as follows:

- Assignment must be in writing. All production contracts usually contain an ownership clause- which extensively covers the assignment of rights;
- Must specify the consideration and royalty payable to the assignor;
- Section 19 (8) of the Act states that the assignment must not be contrary to the terms and conditions of the rights assigned to a copyright owner. Hence, all production contracts/ assignment clauses require a waiver of this section.
- Must specify the term and territory for assignment. If the term is not specified, it is assumed to be a term of 5 years. If the territory is not specified it is assumed to be for the territory of India.

According to Section 19 (4) of the Act, if the assignee does not exercise the rights assigned to him within a period of one year from the date of assignment, the assignment in respect of such rights shall be deemed to have lapsed after the expiry of the said period unless otherwise specified in the assignment. A waiver of Section 19(4) in all production Contracts maybe considered, specifying that the rights shall not lapse if not exercised within one year from the date of assignment. For instance, two parties enter into a film assignment/ acquisition deal, where the first owner of the film (assignor) assigns all negative rights in the film to the assignee. In the absence of a waiver of section 19 (4) in this film assignment/ acquisition agreement, in the event the assignee, who has acquired the negative rights does not exploit the negative rights in the film for a period of 1 year from the date of assignment, for any reason, the rights so granted to the assignee will lapse and revert back to the assignor. A waiver of this section will however ensure that the rights granted to the assignee are granted in perpetuity without being subject to any reversion on account of non-exploitation of the same.

License of Copyright: While assignment may entail a complete transfer of all rights in the work, a license is a permission granted by the owner of the copyright to the licensee, for a limited purpose and for a limited term/ territory. As per section 30A of the Act, all the essential requirements of an assignment as specified under section 19 of the Act are also applicable to licensing with appropriate modifications as required.

For instance, a producer who has produced a complete film, may, exclusively license the film to an OCC Platform for distribution for a specified term/ duration and a specified territory. In such a case, the producer retains the rights in the film as the first owner and the exploitation of the film by either party is subject to the terms and conditions of the exclusive license. Therefore certain shows/ films can be available on one OCC Platform for a certain term and after the expiry of the term may be unavailable on the platform and/or certain content available on Netflix USA may not be available for viewing on Netflix India.

Similarly, a different type of licence is granted in relation to musical works- which is called **a synchronization license**. A synchronization license allows the licensee to synchronize the sound recording of a song with the visuals of a film/ series/ any audio-visual content. Many advertisements/ TV commercials synchronize existing music with the visuals of the ad. For example, an advertisement for the chocolate 'perk' featuring Alia Bhatt, uses the song 'Udd -Gaye' by artist Ritviz through-out the advertisement⁴. Another example is the use of the song 'Tera Muihse Hai Pehle' by R.D Burman in the movie 'Jaane Tu Ya Jaane Na'. In the case of 'Jaane Tu Ya Jaane Na', the original song was used multiple times in the movie where the characters ung/ recited the song. However, in the Perk advertisement mentioned above, the song Udd Gaye has been used as-is. Again, the utilization and synchronization of music is subject to the terms and conditions agreed between the parties.

⁴ <https://www.youtube.com/watch?v=ezyzON3q7Mo>

e. Adaptations and Derivative Works:

According to Section 2(a) of the Copyright Act, 1957, an 'adaptation' involves the rearrangement or alteration of an original work. It also involves the conversion of a dramatic work into a non-dramatic work and literary or artistic work into a dramatic work by way of performance in public or otherwise. As per the Act, the owner of the copyright has the right to make and/or authorise the making of any adaptation of the original literary, dramatic, or musical work. An adaptation made without a license granted by the owner of the copyright or in contravention of the terms and conditions of the license would amount to copyright infringement.

Consumption of international content has given rise to remakes and adaptations of international content for regional markets. For example, Netflix released a Hindi language drama-thriller titled 'Class', which has been adapted from the Spanish web-series 'Elite', Disney Plus Hotstar released 'The Night Manager' in Hindi, which is a remake of the English series of the same title and the film 'Laal Singh Chaddha' was the Indian adaptation of 'Forrest Gump'. This is also apparent in regional content development, where there has been a rise in adaptations and remakes of content in Hindi from several regional language films / webseries, such as Kabir Singh, Drishyaam, Andhadhun etc. A book/novel may also be adapted into an audio-visual content, a popular example being the Harry Potter franchise or the Lord of the Rings trilogy. All the Harry Potter movies are adaptations of each of the Harry Potter books written by J.K Rowling. In the Indian context, the Hindi film Haider was an adaptation of the dramatic work of Shakespeare's Hamlet.

Similarly, music remixes are also an example of adaptation concerning musical works, which involves alteration of the original musical composition by adding and/or changing the composition's arrangement.

The term 'Derivative Work' is not defined in the Copyright Act, 1957. However, derivative work simply means any new work that is created based on an older work. For example, in the case of a feature film, a prequel, a sequel, a spin-off, an animation, a comic book etc. based on the film would be a derivative work.

f. Copyright Infringement

Copyright infringement refers to the unauthorized usage of any Work, the exclusive right of which vests with the owner of the copyright. Violation of any terms and conditions of a license/ consent to use the Works also amounts to copyright infringement. For instance, using a sound recording of a third-party (copyright is owned by a third-party), without a license or consent or rightful authorization amounts to copyright infringement. Similarly, where one has been authorized/ licensed to utilise the sound-recording or a portion thereof subject to certain terms and conditions, but utilizes the sound recording circumventing such terms and conditions, such usage also amounts to copyright infringement. Copyright infringement amounts to loss of potential revenues of the copyright owner.

Copyright infringement also occurs with respect to movie scripts, screenplays and dialogues. For instance, the producers of a Bengali Film titled 'Poran Jaye Joliya Rae', were accused of copying the story of the Bollywood movie Namaste London⁵.

Section 51 of the Act enumerates the general situations where copyright is deemed to be infringed, including:

- i. usage of a Work without obtaining the permission of the copyright holder and thereby doing any act which only the copyright holder is authorised to do under the Act;
- ii. authorising/ permitting any place party to communicate, sell, distribute, or exhibit an infringing Work (unless the person so permitting was not aware or had no reason to believe that such permission would result in copyright infringement);
- iii. importing infringing copies of a Work;
- iv. reproduction of any Work without due authority from the copyright holder.

⁵ <https://indianexpress.com/article/cities/kolkata/high-court-bells-the-copycat-bans-blockbuster-poran-jay-joliya-re/>

An infringing copy includes reproduction of any Work (literary, dramatic, musical, or artistic work other than in the form of a cinematograph film), a copy of a cinematograph film made on any medium and in relation to sound recording means any other recording made comprising the earlier sound recording.

However, the following are certain specific instances where copyright is infringed in the process of film production and exploitation:

- i. At the development/ pre-production/ production and post-production stage- it is pertinent to ensure that the script being developed is wholly original and does not include any infringing material and is not plagiarised. In the event the script being developed is based on a previously written script or book or film or any other third-party material, it is important to acquire the rights to such third-party material prior to the development of the Works. Similarly, one cannot develop a remake/ adaptation without obtaining the necessary remake/adaptation rights first. Inclusion of a third-party song in an audio-visual content without a license would also amount to infringement.
- ii. While the foregoing depends on internal checks and balances to ensure that the content does not include any infringing material, at the exploitation stage, infringement may be external i.e. the content produced maybe subject to infringement such as unauthorised reproduction, distribution piracy (physical and digital) etc. For example, if a third party uploads a feature film in full or in part on platforms such as YouTube or Facebook or any social media platform without obtaining a license from the producer, this would amount to infringement of the Producer's exclusive right to make the film available to the public online.

Copyright infringement is both a civil and criminal offence in India. In the event a producer/ production house is of the view that their copyright has been infringed by a third-party, they have remedies available under the Act. In such a case, it is advisable for the producer/ production house to seek legal advice from a legal advisor to ascertain whether the act amounts to copyright infringement under the law and then subsequently ascertain the way forward legally.

g. Exceptions to Copyright Infringement

Section 52 of the Act provides an exhaustive list of acts which are exceptions to copyright infringement which acts would otherwise have been prohibited and would have amounted to infringement of copyright. Some of the acts provided in the list under Section 52 include, usage of Works for private or personal use, satire, criticism, review, news/ current affairs reporting, usage for educational purposes.

h. Statutory Royalties and Copyright Societies

'Royalty' is essentially a payment which the author of a Work/ underlying works is entitled to receive with each public performance and/or sale of the Works authored by him/her. For example, music composer is entitled to receive royalties when their original songs/ Works are played on the radio or television, performed at concerts, played at bars and restaurants, or consumed via any music streaming services. The Act was amended in 2012, to recognize that the authors of the musical and literary works whose works are included in a cinematograph film or sound recording shall be entitled to receive royalties from the utilization of their works in any form except when the cinematograph film is communicated to the public in a cinema hall.

The Act does not allow authors to waive and/or assign the right to receive royalties except in favour of their heirs or to a registered copyright society for the collection and distribution of royalties. It further specifies that any agreement contrary to the foregoing shall be void.

Copyright societies are registered and formed (under Section 33 of the Act) for a specific class of work. They deal with the task of conferring licenses for performance or communication related to any kind of literary, artistic, musical, or dramatic work, and collect royalties in pursuance of the same. Copyright societies not only commercially manage the works of their members but also prevents third-party infringements and take legal action on behalf of the member.

Examples of registered copyright societies in India:



Indian Performing Rights Society (IPRS)
for musical works and literary works associated with music (lyrics)



Indian Reprographic Rights Organization (IRRO)
for reprographic rights in literary works



CINEFIL Producers Performance Limited
for cinematograph film works



Indian Singers' and Musicians' Rights Association (ISAMRA)
for performers' rights of singers



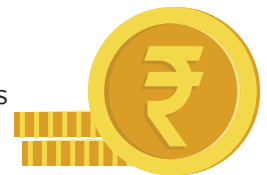
Screenwriters Rights Association of India (SRAI)
for authors of literary and dramatic works used in films, TV shows, OTT content, etc. (i.e., screenwriters, dialogue writers, story writers)



Recorded Music Performance Ltd. (RMPL)
for public performance, telecasting and broadcasting of sound recordings

Without copyright societies licensees or users would need to approach each individual rights holder directly to obtain permissions, making the process cumbersome and time-consuming, as it would involve tracking down multiple owners and negotiating separate terms. A copyright society simplifies this by collecting royalties from users on behalf of all its members and distributing each owner's share accordingly. Importantly, under the Copyright Act, assignees of an author cannot claim the of authors' share of royalties; this function can only be a registered copyright society., ensuring authors receive their rightful dues⁶.

Tariff schemes for royalties are available on the websites of registered copyright societies and indicate the separate rates for: (i) categories of users; (ii) medium of exploitation; (iii) exploitation by group, individual and the purpose of the usage; (iv) duration and territory of usage and; (v) any other factor deemed appropriate by the society. These tariff schemes are fixed in accordance with the guidelines issued by the courts or the copyright board. Upon collection of royalty as per the Tariff Scheme, the copyright society shall distribute the royalty amongst the authors as per the distribution scheme.



i. Moral rights and performer rights

Section 57 of the Act protects the 'moral rights' of authors. The moral right allows the author to control the non-economic usage of the Works and is provided under Section 38-B and Section 57 of the Act, which pertains to performers and authors respectively. For instance, moral rights are divided into two categories: (a) Right to Paternity i.e., the right to be called the author of the Works/ receive credit for the Work created and (b) Right of Integrity i.e., the right to prevent anyone from mutilating or destroying the integrity of the Work. However, not exhibiting the work in a manner that does not meet the author's personal satisfaction shall not constitute a violation of the author's moral rights.

An author is inherently entitled to his/ her moral rights in law and they continue to vest with the author even after the author's death (unlike copyright, moral rights cannot be legally transferred or inherited). Under Indian jurisdiction, moral rights are also inalienable rights i.e., they can only be voluntarily waived to a certain extent.

A waiver of moral right however, allows the Producer to enjoy more creative liberties without the worry of violating an author's moral rights.

For example, Javed Akhtar had sent a legal notice to Amaal and Armaan Malik alleging the infringement of his moral rights when they released the song "Ghar se nikalte hi" used the "mukhda" of the original song which was composed by Bhushan Kumar, in 1996. Javed Akhtar contended (a) that the new version – by acknowledging only one lyricist – infringed his moral right of paternity and (b) that the new version infringed his right of integrity i.e., the right to prevent his work from being mutilated and distorted in a way that is prejudicial to his honour and reputation⁷

⁶ https://iprmentlaw.com/wp-content/uploads/2021/04/Copyright-101_Handbook.pdf

⁷ <https://spicyip.com/2018/04/in-the-name-of-the-author-the-holy-mukhda-assessing-the-economics-of-moral-rights-part-i.html>

III. STAGES OF FILM PRODUCTION AND CONTRACTS

A. Development Stage

The development stage mainly consists of planning and conceptualising the script of the audio-visual content. The script may be based on a book, a true story, or an original concept. The development stage includes bringing on board the writer(s), the director, and the showrunner to conceptualise the audio-visual content and its concept before the production begins.

Where the Production House is desirous of seeking investment from an OCC Platform, the development stage may also include pitching the concept/ first version of the script to the OCC Platform for green lighting and procuring a commissioning deal. Similarly, in case the Production House is seeking other means of investment, the development stage may also include joining hands with external investors and/or co-producers for such investment.

Therefore, the following contractual agreements may be relevant during and/or prior to the development stage depending on the type of commercial understanding the Parties have agreed:

a) Co-Production Agreement- A Co-Production Agreement is an agreement between two or more production companies or between an OCC platform and a production house. This Agreement outlines each party's roles and responsibilities in producing content. The parties share the costs, resources, and risks associated with the project. A Co-Production Agreement can take various forms, such as one party providing funding while the other curates and produces the content or both parties being equally responsible for funding and curation/development of the content. In many cases in a co-production agreement, the on-ground production may be outsourced to another production house as well and regions for exploitation may be divided as per mutual understanding between the Parties. The Intellectual Property Rights can be divided in a ratio agreed upon by the parties.

In a nutshell a Co-Production Agreement typically covers the following:

- i. The respective contributions of each co-producer, such as funding, equipment, personnel, intellectual property, and creative input.
- ii. The allocation of ownership rights and distribution rights, including how revenues and profits will be shared.
- iii. The production schedule and timeline, including deadlines for completing different stages of production.
- iv. The budget and financial arrangements, including how costs will be shared and who will be responsible for managing the budget.
- v. The dispute resolution process, including how disagreements between the co-producers will be resolved. This may be either by
 - i. going to court by setting an exclusive jurisdiction- i.e., the matter/dispute can only be entertained by the courts mentioned in the agreement- for instance, if both parties reside/ operate out of in Mumbai, the courts of Mumbai would have exclusive jurisdiction and/or
 - ii. by arbitration/ conciliation- where the agreements sets out the terms for arbitration like the appointment of arbitrators, seat and venue of arbitration etc. The Parties to the contract can choose the method of dispute resolution desired.

b) Development Agreement- Before the OCC Platform decides whether or not to commission a deal but is interested in the concept/story pitch, the parties enter into a Development Agreement wherein the OCC Platform commissions the development of the content and ensures that any and all rights that arise from such content that so develops vests with them.

c) Production Services Agreement- After pitching the script/ pilot episode to an OCC Platform, the OCC Platform commissions the Production House to produce the audio-visual content at its instance. This Agreement defines the conditions under which the production house will create new content for an OCC Platform. The Agreement typically includes aspects such as the scope of work, budget, timelines, and deliverables. Under a Production Services Agreement, the production house acts as a service provider and receives a fixed percentage of the budget (typically below the line budget unless otherwise agreed) or an agreed lump sum amount. The OCC Platform retains complete ownership of the intellectual property rights.

d) Licensing Agreement - OCC Platforms and Production Houses sometimes enter into agreements for the production of content that has not yet been created. In these agreements, the parties agree on an initial investment amount, and based on this amount, the Production House will create and produce the content. Once the content is delivered, the remaining amount that was agreed upon will be paid to the Production House. As part of the agreement, the OCC Platform will receive an exclusive license for the content for a certain number of years and specific territories, which will be determined through commercial negotiations between the parties. The OCC Platform will also have exclusive rights to monetize the content during this period.

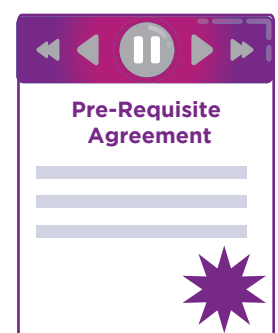
e) Writer, Director, and Showrunner Agreements- Engagement of the writer, director, and showrunner (if any) to determine the flow of production, engagement, and development of key elements etc. prior to commencement of pre-production and principal photography is entered into by the Production House.

f) Execution of any other pre-requisite agreement- In the event the audio-visual content is an adaptation of an existing work, it becomes pertinent for the Production House to execute appropriate agreements with the rights holder of such existing work, to have a clear transfer or rights in the existing work to enable the Production House to create the audio-visual content. The party desirous of creating the adapted audio-visual work may, depending on the nature of the existing work, enter into an assignment and/or license agreement with the rights holder of the existing work ("Rights Agreement"). The main elements of a Rights Agreement are as follows:

- The representation from the rights holder that it is the sole and exclusive owner of the intellectual property rights in the existing work and is further authorised to transfer the rights under this agreement;
- To establish the transfer of rights- exclusivity, type of works to be created, language of the work, any other holdback/ restriction, any exclusions thereof, etc. For instance, if the audio-visual content being produced is an adaptation of a book, the rights holder of the book may permit the producer to create a cinematographic film, podcast etc., based on the book; however, it may retain the rights to create a web-series.
- To establish the ownership of rights in the audio-visual content.
- To establish the revenues/ consideration for the assignment of rights.
- To establish creative control in the audio-visual content. Although it is advisable to retain creative decision rights pertaining to the audio-visual content with the producer, in some cases, the rights holder retains creative approval on all and/or certain elements.

B. Pre-Production Stage

The pre-production stage essentially involves building on the material created during the development stage to further create the final literary works- script, screenplay, dialogues etc. of the audio-visual content. It also includes planning the production schedule, allocation of the budget, onboarding and engaging the lead cast and crew for the series, engagement of vendors, short-listing of locations etc. so as to prepare for the production stage. Therefore, the following agreements maybe required during and/or prior to commencement of the pre-production stage:



a) Contributor Agreements- Such agreements are executed with all the contributors, including but not limited to artists/ actors, singers, songwriters, director of photography (DOP), line producers, direction team, writing team, art director, production designer etc. who shall all render services towards the audio-visual content.

Contributor Agreements are usually divided into two categories:

- 1. Above The Line-** which includes without limitations, the lead cast of the audio-visual content, music composers, and the lead crew, like the DOP, Director; and
- 2. Below The Line-** which includes all other secondary cast and crew, vendors, technicians etc.

b) NOCs, Permissions, Location Releases- It is extremely important to have the necessary authorizations and permissions prior to commencement of the principal photography. Therefore, all necessary permissions ought to be procured during this time. For instance, if the producer short-lists a location during recce, it is important for the producer to execute a location release form with the owner of the premises to establish the roles and responsibilities in relation to the usage of the location. No Objection Certificates may also be issued where the Production House requires a certain permission from another person or entity. For example, where in an audio-visual content a producer is using a trademark of a brand in passing/ as incidental usage- the producer may obtain an NOC from the brand for caution.

C. Production: Principal Photography and Post Production

The principal photography period is the shooting period of the production schedule where the scenes are shot as per the script. Usually by this stage all contributor agreements in relation to all the service providers have been executed. However, the producer may wait until the end of the principal photography period to execute agreements with certain post-production personnel such as editors, VFX, etc. During the post-production period, the producer also begins to create a plan for distribution and exploitation of the audio-visual content.

During this period and/or the Pre-Production, the producer may also procure other licenses from third parties, such as synchronization licenses for inclusion and synchronization of a sound-recording with the visuals of the audio-visual content, execute in-film brand placement/ promotion agreements with brands that the producers have tied up with etc.

D. Distribution Stage

Distribution is the final step in the content production process. In the absence of a Commissioning Deal from an OCC Platform, it becomes crucial for the producers of audio-visual content to secure a lucrative distribution deal. Distribution of an audio-visual content includes its exploitation through various means of exploitation including without limitation, theatrical exploitation, satellite rights, cable rights, Internet rights, Pay TV, Free TV, airborne rights etc. Therefore, the following kind of agreements may be required during the Distribution Stage:

a. Licensing Agreement

In a Licensing Agreement, the licensor (owner of the IP of the content) grants the licensee (user of the IP or in this case the Platform) the right to use or exploit the Content, subject to certain terms and conditions. These terms can vary widely depending on the type of content involved, the scope of the license, and the specific needs and requirements of the parties involved. There are two main types of Licensing Agreements: Exclusive and Non-Exclusive.

Exclusive Licensing Agreement: In an exclusive licensing agreement, the Licensor (owner) agrees not to grant any other licenses for the use of the content to anyone else, while the license remains in effect. This means that the Licensee has exclusive rights to use and exploit the IP during the term of the agreement. Exclusive licenses are often used when the Licensor wants to maintain tight control over the use of their content, or when the Licensee needs to have a guaranteed exclusive position in the market. For example, when content is provided to Amazon Prime on an exclusive license basis, during the tenure of the agreement, the Licensor cannot grant rights to another OCC platform such as Netflix.

Non-exclusive Licensing Agreement In a non-exclusive licensing agreement, the Licensor retains the right to grant licenses to other parties. Non-exclusive licenses are often used when the Licensor wants to maximize the potential use of their content across multiple markets or applications, or when the Licensee needs access to the content, but does not require exclusive rights.

b. Syndication Agreement

Syndication Agreements are agreements between a content owner and a syndicator (or a broadcaster/platform), in which the syndicator is granted the right to distribute or broadcast the content to a wider audience or market. The content can include TV shows, movies, news programs, cartoons, sports events, or other types of media content.

Syndication Agreements allow content owners to monetize their content by reaching larger audiences through syndication or broadcasting. The syndicator, in turn, can benefit by acquiring content that is popular with their target audience, or by filling programming gaps in their schedule.

Syndication Agreements can take many different forms, depending on the specific needs and requirements of the parties involved. Typically, they include provisions that address the following:

- i. The scope of the syndication rights, including the duration of the agreement, the geographic area covered, and the types of media platforms or channels where the content will be syndicated or broadcasted.
- ii. The compensation to be paid to the content owner, which can include a combination of upfront fees, revenue sharing, or other financial arrangements.
- iii. The production and distribution obligations of the parties, including who will be responsible for creating and delivering the content, and who will be responsible for distributing and promoting it.
- iv. The intellectual property rights and ownership, including who owns the copyright, trademarks, or other IP related to the content.
- v. The warranties and representations made by each party, including promises to adhere to legal and regulatory requirements, and to avoid infringing on the rights of third parties.

c. Assignment Agreement

In an Assignment Agreement for content the owner of certain content transfers ownership of that content to another party. The content can include various types of intellectual property such as scripts, screenplays, music, videos, films, web series, documentaries, or any other creative works. For instance, an artist/ music band may assign their entire music catalogue to a music label such as Sony Music/ TIPS/ T-Series in perpetuity in exchange for a lump sum assignment fee.

The purpose of an assignment agreement for content is to transfer all rights and ownership of the content from the original owner to the assignee. The assignee then has the right to use, reproduce, distribute, and monetize the content in any way they see fit. In exchange for the transfer of ownership, the assignor is typically compensated with a one-time payment.

Chain of Title: Chain of title simply means determining the flow of rights in a particular work. When a work is assigned and acquired multiple times, the ownership title changes with every assignment and acquisition. Moreover, every deal may differ in the rights granted/ acquired. Therefore, determining the chain of title allows the producer to not only ascertain the flow of rights (i.e., who was the first owner/ producer and who the rights vest with currently) but also to ascertain the rights which have been granted/ acquired in the chain of title. An extensive due diligence exercise is carried out to determine the chain of title to ensure that the rights being acquired are assignable freely and the assignee is not acquiring rights with any encumbrances that may hinder its exploitation rights.

d. Music Distribution Agreement-

In some cases, especially larger production houses assign the music and audio rights (i.e., rights in the sound recording and the audio-visuals of the sound recording) to a music label. Music labels such as T-Series, TIPS, Saregama etc. usually buy and/or procure a license to exploit the music rights of an audio-visual content, especially films. Therefore, music distribution may be an assignment and/or a license and the exploitation thereof is subject to the terms and conditions agreed between the Parties.

E. Other Agreements

- a. Synchronization License Agreement:** Synchronization licenses are procured for synchronization of an audio/ sound recording with certain visuals to include in an audio-visual content. The license may include use of the sound recording on an as-is basis and/or may permit a re-creation/ new rendition of the original sound-recording and then synchronization of the new rendition with the visuals of the audio-visual content. A synchronization license usually includes the following key elements:
- i. License Fee:** The fee paid to the licensor (copyright owner of the sound-recording) by the licensee (production house/ producer) in lieu of the rights granted;
 - ii. Usage:** whether the sound recording will be used on an as-is basis or otherwise;
 - iii. Usage in the audio-visual content:** (i) identifying the duration of the sound-recording which will be synced and (ii) identifying the scene(s) in which the synced clip will be used.
 - iv. Restrictions:** use of the sound recording is usually restricted to the terms of the license and promotions of the audio-visual content and expressly restricts any standalone usage of the sound recording or the synced clip. Many other restrictions/ exclusions may be included by the Licensor on a case-by-case basis.
 - v. Rights:** It is crucial to identify who the rights in the original sound-recording, the new rendition of the sound recording (if any), the synced clip etc. will vest in.

b. In- Film Brand Placement Agreement:

In-film branding is a big source of revenue for producers. It essentially entails “product placement” or “brand placement” in various scenes of the film/ series and creating an association between the film/series and the product/ brand. The In-Film Brand Placement Agreement generally sets-out the terms and conditions for such brand integration. Under this contract, the brand pays the producer a certain fee in lieu of such brand integration in the film/series and for further use of the content in brand promotions. Similar to the synchronization licenses, it is crucial to identify the exact manner, scene, duration etc. of such placement.

c. Character Licensing Agreements:

Characters are one of the most crucial literary elements of a book/ script. Strong and well written characters are the foundation of a good story. For instance, all the Disney characters or the entire Marvel and DC superheroes universe is based on intellectual property (IP).

Each literary character that is developed and written is protected by copyright, and to utilize a certain character, one must procure a license for such use. Character licensing started with Beatrix Potter, who authored a children’s book titled “The Tale of Peter Rabbit”. She eventually started selling dolls of the central character Peter Rabbit⁸.

Character Licensing Agreements are similar to IP license agreements.

⁸ <https://www.smithsonianmag.com/arts-culture/how-beatrix-poter-invented-character-merchandising-180961979/>

IV. RISE OF INTERNATIONAL CO-PRODUCTIONS

The Indian content industry is experiencing unprecedented growth and transformation. According to Grand View Research⁹, the digital content creation market is projected to grow at a compound annual growth rate of 16.6% from 2025 to 2030. This explosive growth is reshaping how content is created, distributed, and consumed globally.

A key enabler of this shift is India's active participation in bilateral co-production treaties with countries including the UK, France, Canada, Germany, Australia, and Italy. These treaties are formal agreements between governments that recognize joint film and content projects as national productions in both territories. As a result, co-produced content becomes eligible for benefits such as local subsidies, tax incentives, public broadcaster access, and festival recognition in both countries.

A. Co-Production Treaties – What They Enable

Bilateral co-production treaties generally include:

- i. **National Treatment:** Recognizes co-produced works as domestic in both countries, making them eligible for government subsidies and funding.
- ii. **Equal national treatment,** ensuring that co-productions can access the same financial and infrastructural benefits as domestic productions;
- iii. **Guidelines on IP ownership and revenue sharing,** allowing for equitable exploitation of rights;
- iv. **Cultural provisions,** encouraging a balanced representation of both nations and compliance with content norms;
- v. **Access to regional and global markets,** supporting wider distribution and visibility.

Countries with whom India has signed Co-Production Treaties¹⁰



*Partner Country Year (signed/announced)

⁹<https://www.grandviewresearch.com/horizon/outlook/digital-content-creation-market/india>

¹⁰https://mib.gov.in/documents/notification/Other-communication?page=1&utm_

¹¹https://www.pib.gov.in/PressReleasePage.aspx?PRID=2065093&utm_

B. Strategic Benefits for India

1. **Access to Global Capital and Resources:** Indian producers can tap into international funding schemes, advanced production infrastructure, and talent pools, often with reduced financial risk.
2. **Expanded Distribution:** Official co-productions gain easier access to international broadcasters, OCC platforms, and theatrical markets, extending the life and reach of Indian content.
3. **Skill and Knowledge Exchange:** Collaboration with international teams promotes technical upskilling and knowledge-sharing, contributing to capacity-building in the Indian industry.
4. **Boost to Regional and Independent Filmmakers:** These treaties also offer regional language content creators and independent producers the opportunity to reach beyond national borders.
5. **Cultural Diplomacy:** Co-productions act as vehicles for soft power, showcasing India's diversity, heritage, and contemporary narratives to global audiences.

Notable co-productions between India and partner nations include *The Colonial Detective* and *Lal Kaptaan* with the United Kingdom, and *Ocean's Bridge* under the Australia-India treaty, each exemplifying cross-cultural storytelling and collaborative filmmaking.

V. IP-BACKED FINANCING IN INDIA'S ENTERTAINMENT ECOSYSTEM

India's content economy is undergoing a pivotal transformation, where intellectual property is no longer seen solely as a creative output but as a potent financial instrument. According to the Indian Brand Equity Foundation (IBEF)¹², the media and entertainment sector recorded eight major deals amounting to US\$269 million in Q3 of 2023 alone—a clear indicator of investor confidence in creative asset-backed financing. This signals a maturing marketplace where music libraries, film catalogues, and streaming rights are being monetized through increasingly sophisticated financial instruments.

One of the standout examples of this evolution is Sony Music Publishing's multi-year agreement with Tips Music¹³. This landmark deal covers a library of 32,000 tracks across 24 languages, transforming a cultural repository into a high-value financial asset. Such catalog-driven agreements underscore the strategic shift toward global rights management and the monetization of music IP on a scale previously unimagined. Similarly, the mergers¹⁴ of ENIL with Gaana, Amazon with MX Player, and Saregama with Pocket Aces reflect the broader trend of consolidating content libraries for structure monetization and IP-backed lending.



The streaming era has also catalysed the formalization of transparent revenue-sharing models, particularly in music and film. Structured agreements now often incorporate credits and residuals for composers, lyricists, and scriptwriters, making their creative contributions more measurable and bankable.

As digital rights monetization accelerates, data from Omdia¹⁵ shows a 14.5% increase in recorded-music retail sales in 2023, bringing the total Indian market value to \$365.5 million. Key growth drivers include sync licensing, cross-border digital distribution, and advanced analytics to forecast revenue. **However, significant hurdles remain, while the industry's trajectory remains constrained by several structural gaps. Despite the momentum in digital monetization, rights ownership continues to be fragmented, metadata standards remain inconsistent, and royalty collection systems lack transparency and efficiency. Independent and regional creators, in particular, struggle to track, audit, and reconcile digital usage data. Premium streaming adoption remains**

¹² <https://www.ibef.org/industry/media-entertainment-india>

¹³ <https://economictimes.indiatimes.com/industry/media/entertainment/sony-music-publishing-renews-exclusive-global-deal-with-tips-music/articleshow/118715141.cms?from=mdr>

¹⁴ <https://www.afaqs.com/news/media/heres-how-indias-media-companies-merged-and-acquired-their-way-through-2024-8448447>

¹⁵ <https://omdia.tech.informa.com/om127792/india-music-industry-update-january-2025>

limited, and international sync opportunities for Indian catalogues are still underexploited. Moreover, the infrastructure to support cross-border licensing, predictive analytics, and large-scale data intelligence is nascent. AlixPartners' 2025 outlook also highlights a widening capability gap-especially the shortage of skilled talent and standardized frameworks to deploy technologies such as AI-driven IP valuation, blockchain-based rights management, and automated contract audits. Addressing these gaps will require sustained technological innovation and institutional reform to build a transparent, data-intelligent, and investor-ready music ecosystem.

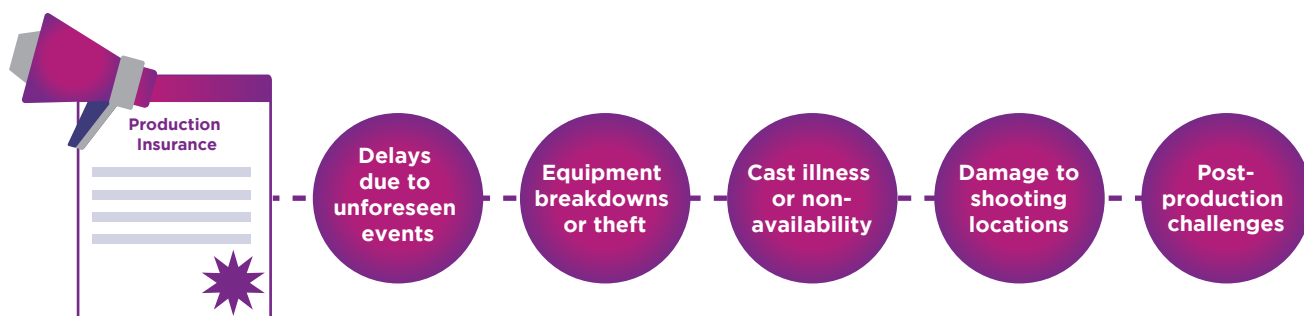
Technological innovation is helping bridge these gaps. AlixPartners' 2025¹⁶ outlook highlights innovations such as bundled streaming models, blockchain-enabled rights tracking, AI-powered IP valuation tools, and automated contract audits. These advances not only enhance transparency and trust but also accelerate deal closures and improve investor confidence.

Looking ahead, Avon River Ventures¹⁷ suggests that India is poised to see increased corporate IP monetization, enhanced legal infrastructure, and more sophisticated financial structures. Recommendations for creators include maintaining detailed rights documentation, diversifying revenue streams, and investing in DRM technologies. Financial institutions are encouraged to build creative IP assessment teams, tailor flexible credit models, and integrate platform-specific revenue metrics into underwriting protocols. Together, these efforts could form the backbone of a robust IP-financing ecosystem capable of transforming India's creative sector.

VI. RISK MANAGEMENT AND INSURANCE

As intellectual property becomes a cornerstone of creative financing, robust risk management strategies are indispensable for producers and financiers alike. The evolving nature of digital distribution, complex rights structures, and cross-border collaborations increases exposure to legal, financial, and operational vulnerabilities. According to recent industry analysis¹⁸, the leading business risks in the entertainment sector projected for 2025 include business interruption (40%) and cyber incidents (40%), underscoring the critical role of insurance in the sustainability of media ventures.

Production insurance has significantly expanded its coverage in recent years to address the multifaceted risks of content creation. It now encompasses



Negative film insurance, once reserved for traditional cinema, has been adapted to digital and OTT environments to cover loss or corruption of digital media assets. These measures ensure that productions can recover from physical or personnel disruptions without incurring catastrophic financial losses.

Simultaneously, the shift from linear to digital entertainment¹⁹ has ushered in a new era of risk, especially around content delivery and cyber threats. Insurers now offer bespoke digital content protection policies, which include cyber liability coverage, protection of digital assets such as cloud-stored footage and metadata, streaming platform compliance safeguards, and insurance against content delivery failures. These policies are essential for producers engaging with OTT platforms and international buyers, where stringent technical delivery standards must be met.

¹⁶<https://www.alixpartners.com/media/ow1n5vey/2025-media-entertainment-industry-predictions-report.pdf>

¹⁷<https://avonriverventures.com/case-studies-successful-ip-backed-financing-deals/>

¹⁸<https://www.businesstoday.in/personal-finance/insurance/story/what-is-film-insurance-heres-what-you-need-to-know-if-youre-producing-a-movie-450975-2024-10-22>

¹⁹<https://www.ey.com/content/dam/ey-unified-site/ey-com/en-in/insights/media-entertainment/images/ey-shape-the-future-indian-media-and-entertainment-is-scripting-a-new-story.pdf>

The Indian entertainment insurance market²⁰ is rapidly growing, reflecting increased awareness and demand. Valued at USD 181.58 billion in 2024, it is projected to reach USD 373.81 billion by 2030, growing at a compound annual growth rate (CAGR) of 12.85%. This expansion is driven not only by rising production volumes but also by the integration of insurance into financing structures and distributor mandates. As global platforms increasingly require proof of E&O, title, and cyber coverage, Indian producers are being pushed to adopt international risk standards.

To mitigate these risks proactively, producers are turning to structured IP portfolio assessments. These include regular valuation updates, rights documentation audits, territory-specific legal analysis, and periodic reviews of digital rights management systems. Such due diligence enables production houses to identify vulnerabilities early and correct documentation or compliance gaps before deals are finalized.

Compliance frameworks are also becoming more stringent²¹. OTT platforms demand strict adherence to content classification standards, platform-specific guidelines, and applicable national laws, such as the IT Rules, 2021, in India. Digital distribution contracts increasingly require built-in safeguards around rights ownership, content clearances, and moral rights waivers. Failing to meet these compliance standards can result in takedowns, lawsuits, or denied insurance claims.

Financial protection is further enhanced through purpose-built insurance mechanisms. These include policies for revenue stream protection (e.g., when ad revenue or syndication is delayed due to distribution disputes), royalty insurance to guard against unreported or underreported use, and third-party liability coverage to protect against claims arising from defamation, copyright infringement, or breach of privacy. Investment loss mitigation insurance is also gaining popularity among financiers backing high-budget content, allowing them to recover part of their capital in case of production failure.

VII. ALTERNATIVE DISTRIBUTION MODELS AND REVENUE STREAM

The rapidly changing media landscape is generating diverse and dynamic monetization opportunities for Indian producers beyond the confines of traditional theatrical distribution. Regional markets in particular have emerged as a key driver of this transformation. Recent data²² indicates that gross box office collections in regional territories surpassed ₹1,000 crore in the first quarter of 2025 alone. This trend illustrates the increasing audience appetite for language-specific storytelling and the economic viability of investing in regionally targeted distribution strategies.



Telugu cinema²³ continues to dominate the regional box office, not only within Andhra Pradesh and Telangana but also across diaspora markets in the US, UAE, and Australia. Producers are now strategically licensing dubbed versions of Telugu, Tamil, and Malayalam films in Hindi and Bengali-speaking regions, while also monetizing adaptation rights for culturally relevant remakes. Moreover, partnerships with regional OTT platforms are expanding distribution windows and helping content reach hyperlocal audiences without the need for theatrical overheads.

Educational and institutional licensing is another emerging area of alternative monetization. Academic institutions and universities are increasingly integrating creative content into curriculum delivery through case studies, documentaries, and storytelling modules. Language learning apps and digital education platforms have begun licensing culturally significant films to aid in multilingual training. Cultural exchange initiatives driven by embassies and international academic programs also contribute to licensing revenues, offering producers long-tail monetization beyond commercial platforms.

²⁰ <https://www.techsciresearch.com/report/india-entertainment-insurance-market/27845.html>

²¹ <https://www.lexology.com/library/detail.aspx?g=956c409e-0b5b-4a41-96ac-b045669449cd>

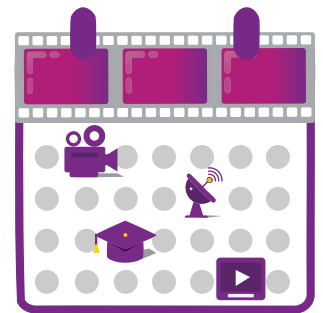
²² <https://www.ormaxmedia.com/insights/stories/the-india-box-office-report-january-2025.html>

²³ <https://www.radiocity.in/entertainment/news/tollywood-s-ascent-dominating-the-indian-box-office-in-20242025-14241>

Television syndication remains a stable and growing revenue stream, particularly in India's thriving regional TV market. The rise of Connected TV (CTV)²⁴, with an expected penetration of over 60 million Indian households by 2025, is reshaping content consumption patterns. Syndication deals now often include episodic content, archive libraries, and even mini-series tailored for second and third-run TV audiences. Licensing to regional broadcasters continues to be a valuable option, especially when bundled with content from the same production house's back catalog.

International markets²⁵ are also being tapped through festival circuit strategies and territory-specific licensing. Co-production agreements and international sales agents play a critical role in structuring these deals. Indian producers attending global markets such as Cannes, Berlinale, and Busan are now increasingly focused on monetizing rights by territory, with sales often segmented by language, region, and format. Content developed with international sensibilities, or based on themes with cross-cultural resonance, is particularly well-positioned for such exports.

Revenue optimization today hinges on effective window management. Producers are carefully scheduling theatrical, digital, satellite, and educational releases to minimize cannibalization and maximize revenues across formats. Platform-specific exclusivity periods help generate competitive bidding among distributors, while format-based licensing enables separate exploitation of audio, video, and promotional assets. Rights bundling is now standard practice, with deals combining commercial rights, regional language versions, educational access, and archive exploitation.



Short-form content is also opening up new monetization pathways. Clips, teasers, and exclusive behind-the-scenes segments are being licensed to social media platforms, brands, and digital magazines. User-generated content permissions and licensing for compilations are increasingly becoming formalized, while clip licensing programs for memes, GIFs, and mobile apps provide residual revenue from content that was once considered promotional or non-monetizable.

From a macro perspective, industry projections²⁶ affirm the vast potential of these new models. The global film and video market is set to grow from \$308.47 billion in 2024 to \$328.49 billion in 2025, with India positioned as a key contributor. The Indian smart TV market alone is forecasted to increase from \$61.99 billion in 2025 to \$264.69 billion by 2034. Meanwhile, the demand for regional content is growing at an impressive 15–20% CAGR. Together, these trends validate the importance of an expansive distribution strategy that balances commercial viability with cultural reach.

²⁴ <https://www.storyboard18.com/how-it-works/co-existential-crisis-ctv-to-surpass-pay-tv-subscribers-base-of-60-mn-in-2025-52318.htm>

²⁵ <https://www.screendaily.com/features/with-indian-stories-booming-globally-film-bazaar-plots-its-biggest-edition-yet/5199313.article>

²⁶ <https://www.thebusinessresearchcompany.com/report/film-and-video-global-market-report>