Uncredited Scriptwriting in India: A Critical Analysis of No-Credit Clauses and Moral Rights of Scriptwriters

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ABSTRACT

The collaborative nature of scriptwriting often involves contributions from individuals who assist in developing the story, characters, screenplay, dialogues, and overall creative expression. However, instances arise where the person who creates substantial innovative contributions is denied authorship credit, while the other individual receives exclusive recognition and the professional reputation associated with the work. The issue becomes more significant when the parties enter into agreements containing no credit or non-attribution clauses that prevent the contributing writer from claiming recognition for their work.

This paper clarifies the legal position of such arrangements in India, with particular focus on the distinction between copyright ownership, authorship and moral rights. It also analyses relevant provisions of the Copyright Act,1957 which particularly sections 2(d), 2(z),17.19 and 57, to determine whether substantial creative contribution can create authorship or joint authorship and also whether contractual terms can restrict the right to claim authorship. The study explore the examines the interaction between such agreements and the principles of contractual freedom under the Indian Contracts Act,1872.

Using doctrinal and comparative analysis, the paper examines and evaluates whether the existing Indian legal framework adequately protects scriptwriters from being excluded from authorship and the professional recognition arising from their innovative work. It further identifies the need for clearer standards governing creative contribution and the enforceability of no credit clauses in collaborative scriptwriting.

Keywords: Script writing – Authorship – Moral Rights – No Credit Clauses – Copyright law

CHAPTER I: INTRODUCTION

1.1 BACKGROUND OF THE STUDY

Scriptwriting constitutes an indispensable aspect of film production comprising story formulation, character creation, screenplay writing and dialogue writing. Often, the scriptwriting process involves the collaboration of many people, including writers, directors, producers etc. However, while working on a script, one may not be acknowledged for their creative contribution by the people involved in the project. These concerns are rendered more complex in the case of scriptwriters in India who come into agreements that may have non-attribution clauses. Such clauses may prevent writers from claiming any credit for their work. While the parties are generally free to enter into agreements, it raises the dilemma of whether the terms of their contracts may limit the rights of authors that are provided for in copyright laws.

The Copyright Act,1957 provides the legal foundation for the examination of such matters. The Act contains provisions on authorship and joint authorship (Section 2(d) and 2(z)), first ownership of copyright (Section 17), assignment of rights (Sections 18-19) as well as the rights of an author, including the right to authorship (Section 57). Therefore, it is necessary to differentiate between rights of copyright ownership, author rights as well as morality rights.

1.2 SIGNIFICANCE OF THE STUDY

This research is crucial as it highlights the role of professional recognition in determining the reputation, job prospects and position of screenwriters in the film industry. It is also important to note that denial of credit can prohibit the authors from being recognized for their creative contributions. The research can shed light on the relevance of copyright protection to the aspect of contractual freedom. By researching the Indian laws, court rulings and using a comparative method, the research tries to identify the gaps existing in the protection of screenwriters and offer possible improvements of fairness principles in joint creative work.

1.3 STATEMENT OF RESEARCH PROBLEM

The main issue is about ambiguity regarding the efficacy of no-credits clauses in cases when a screenwriter has significantly contributed to the project. It is important to note that despite the fact that copyright law has recognised authorship and moral rights, it is still unclear when collaboration is sufficient to make a writer a joint author and if they can give up the right to be an author in the contract.

1.4 PURPOSE OF THE STUDY

- To investigate the legal difference between copyright ownership and authorship as well as moral rights.
- To assess the legal impact of no-credit clauses according to Indian copyright and contract law.
- To indicate deficiencies in the existing system and propose some measures for protecting scriptwriters' rights.

1.5 RESEARCH QUESTIONS

- To what extent does substantial creative contribution by a scriptwriter confer authorship or joint authorship under the Copyright Act?
- Whether and to what extent clauses validly restrict authorship and moral rights under section 57 of the Copyright Act?
- Does the existing Indian legal framework adequately protect scriptwriters from exclusion of authorship and professional recognition, and what legal reforms are necessary to regulate no credit clauses in collaborative scriptwriting?

1.6 RESEARCH HYPOTHESIS

The research presumes that Indian copyright laws give sufficient foundation for protecting scriptwriters' authorship rights, but uncertainty surrounding collaborative authorship and enforcement of no-credit clauses prevents adequate protection.

1.7 SCOPE AND LIMITATION OF THE STUDY

The focus of the research is on both Indian copyright law and Indian contract law, such as the Copyright Act, 1957 and the Indian Contract Act, 1872. The research deals with such issues as authorship, co-authorship, first ownership, assignment and moral rights in relation to collaborative script writing. The methodology adopted in this research is doctrinal, based on legislatures, case law, research papers and other useful materials. One of the limitation of this research is that there is a limited number of case laws available on no-credit clauses in Indian scripts. Thus, some broader cases on copyright and moral rights will also be used for the analysis of the issue.

CHAPTER II: LITERATURE REVIEW

1. **Mira T Sundara Rajan, 'Moral Rights in Developing Countries: The Example of India (Part I)' (2003) 8(5) JIPR 357.**

Two sections of Mira T Sundara Rajan's research are among the most detailed academic analyses of moral rights in India that cover the Indian Copyright Act 1957. Section I examines the history of copyright law in India, the history of moral rights and the legal context of moral rights. 1 Section II focuses on the judicial interpretation of the mentioned rights. 2 According to the author, moral rights protect cultural interests in developing countries, balancing out the mercantile nature of the TRIPS Agreement. Moreover, she criticises the narrow approach of the courts to the problem

of moral rights. 3 Nonetheless, the abovementioned analysis was done before the Copyright (Amendment) Act 2012, and itconcerns moral rights in general, not the problem of no-credit clauses and rights of scriptwriters.[1]

2. Elizabeth Adeney, The Moral Rights of Authors and Performers: An International and Comparative Analysis (OUP 2006).

The first comparative examination of the author's moral rights in terms of its development in France and Germany, as well as its presence in the Berne Convention and in Canada, the United Kingdom, the United States and Australia is provided by Elizabeth Adeney. Nonetheless, this comparative examination is jurisdictional and therefore sets the legal framework of the comparison of French, British, Canadian and American approaches to attribution and waiver in Chapter X of the present paper. One of the jurisdictions that is not considered in detail by Elizabeth Adeney is India. Moreover, her work does not address the 2012 Indian amendments to the law on screenplay authorship[2].

3. Daniela Simone, Copyright and Collective Authorship: Locating the Authors of Collaborative Work (CUP 2019).

In her monograph, Daniela Simone touches upon the problem of finding the authors of works made in collaboration. In her opinion, there is no appropriate answer in the copyright legislation that could solve this problem; therefore, she suggests a wide and flexible approach towards solving this issue of joint authorship depending on how the collaborators themselves perceive the issue of assigning the right of authorship among each other, as mentioned in the case of Kogan v Martin[3] related to the screenplay of Florence Foster Jenkins. The case in question is used as the minimum standard of joint authorship in this work. However, Simone's research is confined to the act of 1988 only[4].

4. Gayathri, Moral Rights Versus Commercial Rights Under the Copyright Act: Conflict in the Indian Film and Music Industry

R Gayatri discusses how economic rights (ss 14-19) and moral rights (s 57) in the Copyright Act 1957 are in tension in Indian cinema and music. Based on Salmond, Hegel, and Bentham, it shows how producer-driven authorship excludes screenwriters, lyricists, and composers. Contracts made by producers, although not able to take away moral rights in law, act as "functional waivers" against those creators who are weaker negotiators and the protections granted by the amendment of 2012 are poorly applied in practice.

The paper successfully reveals the inconsistency between moral rights in law and their realisation, which is a supportive aspect of the hypothesis of the research in question. But, unfortunately, it is just a theoretical study and does not explore whether the judiciary observes the no-credit clauses in its practice[5].

5. Uttam Kumar and Padmavati Manchikanti, Shadows of Ownership: The Timeless Struggle of Scriptwriters

Uttam Kumar Gupta and Padmavati Manchikanti investigate how scripts are treated in accordance with Indian patent legislation and decisions of the courts. The authors state that while copyright protects the final script, it doesn't protect the idea itself, which can be exploited during production and casting processes. Moreover, they maintain that streaming services and artificial intelligence increase the gap in protection. Their proposal includes copyright registration, written contracts, and the notion of breach of confidence that has often been overlooked. The article correctly addresses the problem of vulnerability of scriptwriters. By looking at the abstract, the emphasis is on theft of ideas or confidentiality rather than credit and thus does not clarify whether a no-credit clause is capable of limiting the operation of section 57 that is the main subject of this research.[6]

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[1] Sundara Rajan and Mira T, 'Moral Rights in Developing Countries: The Example of India' (Social Science Research Network, 1 January 2003) <https://papers.ssrn.com/abstract=1816203> accessed 12 October 2026.

[2] Elizabeth Adeney and Elizabeth Adeney, *The Moral Rights of Authors and Performers: An International and Comparative Analysis* (Oxford University Press 2006).

[3] 2019] EWCA Civ 1645

[4] Pascale Chapdelaine, 'Book Review - Copyright and Collective Authorship: Locating the Authors of Collaborative Work, Daniela Simone (Cambridge University Press, 2019)' (Social Science Research Network, 1 May 2020) <https://papers.ssrn.com/abstract=3868553> accessed 01 October 2026.

[5] R Gayatri, 'Moral Rights Versus Commercial Rights Under the Copyright Act: Conflict in the Indian Film and Music Industry' (*Indian Journal of Law and Legal Research*, [year]) https://www.ijllr.com/post/moral-rights-versus-commercial-rights-under-the-copyright-act-conflict-in-the-indian-film-and-music accessed 12 October 2026.

[6] Uttam Kumar Gupta and Padmavati Manchikanti, 'Shadows of Ownership: The Timeless Struggle of Scriptwriters' (2026) 31(3) *Journal of Intellectual Property Rights* 423 https://or.niscpr.res.in/index.php/JIPR/article/view/29995 accessed 02October 2026.

CHAPTER III: CONCEPTUAL FRAMEWORK OF SCRIPTWRITING AND AUTHORSHIP

3.1. MEANING AND NATURE OF SCRIPTWRITING

Scriptwriting is the artistic task of turning a narrative idea into a written document designed for acting in front of an audience. Scriptwriting is the creation of a storyline, plot, characters, dialogues, scenes, development of the dramatic action and other events that compose the written play[7]. This makes a script a creative blueprint of a movie or television show, theatre performance or audiovisual work[8]. Timeless Struggle of Scriptwriters, published in 2026, Gupta and Manchikanti state that scriptwriting has changed, as it now covers not only "the traditional screenplays, but also narration for streaming services, streaming videos, gaming, podcasts, etc".[9]

Yet, even though the definition of scriptwriting has broadened, the main legal issue about the difference between an idea that cannot be copyrighted and an idea that can be protected copyright-wise stays the same. Copyright law does not give exclusive rights to the idea, concept or theme itself; rather, it grants protection of the way the idea is expressed in a recognisable form.[10]

3.2 LEGAL RECOGNITION OF SCRIPTS UNDER THE COPYRIGHT ACT,1957

The Copyright Act, 1957 does not provide a separate, comprehensive definition of a "Screenwriter". In addition to this, the legal protection of a script depends on the nature of the work and the applicable statutory definitions:

Section 2 (o) "literary work"[11] and Section 2 (h)[12] are the key provisions referred to in the study.

Section 13 - The Copyright may subsist in original literary and dramatic works, subject to the Act's requirements.

Section 14 - This provision sets out the exclusive rights associated with copyright, including rights of reproduction and other forms of exploitation applicable to the particular category of work.

Initially, a screenplay must be identified as either a literary work, a dramatic work or a hybrid, since the legal implications of each category differ. Therefore, the correct classification is essential for carrying out an analysis.

3.3 THE IDEA EXPRESSION DISTINCTION:

On another note, the sphere of applicability of copyright law regarding screenwriting is determined by the principle that separates an idea from its actualisation. According to this principle, the laws protect neither an idea itself nor merely ideas; instead, they protect those realisations of the ideas which are represented through dialogue and action in a movie. "Copyright protects expression," states the Supreme Court of India in the case of **RG Anand v. Deluxe Films[13]**. So, there must be similarity both in the theme(s) and their expressions for one to claim copyright violation.

3.4 WHAT IS THE DIFFERENCE BETWEEN AN AUTHOR AND COPYRIGHT OWNER

It should be noted that there exists an assumption where both 'Author' and 'Copyright Owner' can be interchanged; however, there's a difference between them. The Author usually refers to the creator, whereas the copyright owner means the possessor of economic rights to such a work. Generally speaking, authors do lose their right over works

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[7] Sophie Chatzistefanou, 'Introduction to Screenwriting' (*First Draft, Second Thoughts*, 8 June 2025) <https://medium.com/first-draft-second-thoughts/introduction-to-screenwriting-6d461aadc21b> accessed 12 September 2026.

[8] 'Keeping Some Creative Control as a Screenwriter/Producer… – MY BLANK PAGE' <https://scriptcat.wordpress.com/2013/06/29/keeping-some-creative-control-as-a-screenwriterproducer/> accessed 14 september 2026.

[9] Uttam Gupta and Padmavati Manchikanti, 'Shadows of Ownership: The Timeless Struggle of Scriptwriters' (Social Science Research Network, 15 January 2026) <https://doi.org/10.2139/ssrn.6809119> accessed 12 September 2026.

[10] 'Discerning Whether Ideas Can Be Protected under Copyright Law' (*ResearchGate*) <https://www.researchgate.net/publication/352821152_Discerning_whether_Ideas_Can_Be_Protected_under_Copyright_Law> accessed 15 september 2026.

[11] includes computer programmes, tables and compilations including computer 4 [databases];]

[12] includes any piece for recitation, choreographic work or entertainment in dumb show, the scenic arrangement or acting, form of which is fixed in writing or otherwise but does not include a cinematograph film;

[13] AIR 1978 SC 1613

because they entered into a contract either through employment, commission or assignment of their rights, which has been stipulated under sections (ss 17, 19) of the Copyright Act of 1957.

3.5 SECTION 17 FIRST OWNER OF COPYRIGHT

According to Section 17, the author is usually the initial owner of the copyright with some exclusions like works created in the process of performing duties in employment and films produced at someone else's instigation for a reward unless otherwise agreed. Therefore, the provision that is appropriate depends on the kind of work and the background of its development. The copyright in a screenplay should be differentiated from the copyright in the movie itself. The copyright of the producer of the film cannot determine the ownership of the screenplay in the film.

CHAPTER IV: LEGAL FRAMEWORK GOVERNING SCRIPTWRITER AUTHORSHIP IN INDIA

4.1 DEFINITION OF AUTHOR UNDER SECTION 2(D)

According to the provisions of Section 2(d) of the Copyright Act of 1957, author is defined differently depending on the work. The Copyright Act recognises authors for their respective categories of work, which include the authors of musical works, dance works, dramatic works and sound recording works as stated in Section 2(d). A writer of screenplay or dialogues is regarded as an author since it is a piece of literary or dramatic work. Producer of a film is considered as the author under Section 2(d) of the Copyright Act. As a result, a scriptwriter is an author of the script and at the same time is credited for directing the film[14].

4.2 WORK OF JOINT AUTHORSHIP UNDER SECTION 2(Z)

As per Section 2(z), a work of joint authorship is defined as a work produced by two or more authors, in which one author's contribution cannot be separated from those of the others, and for this reason some authors and even the courts have not reached a consensus on the criteria. Some scholars suggest that the contribution should be the original expression and significant and substantial, and not just ideas. In Najma Heptulla v. Orient Longman Ltd AIR[15], the Delhi High Court examined the question of whether the person who gives literary expression to somebody else's narrative can be said to be a joint author. This reasoning can be applied to a ghost writer or co-author, who has made a significant and expressive contribution to the writing. To become a joint author, individual authors must also intend to make their contributions to the joint work.

4.3 OWNERSHIP, ASSIGNMENT AND MORAL RIGHTS

The first owner of copyright is the author due to Section 17 of the Copyright Act[16]. Certain exceptions exist. Section 17(b) pertains to film works, while Section 17(c) pertains to contracts of service. A script does not fall under either, and hence, unless there is an assignment, a freelance scriptwriter would own the copyright. This indicates ownership of economic rights.

Assignment in Section 19 requires writing and signature of the assignor

. In Amar Nath Sehgal v. Union of India[17], the author could invoke moral rights under Section 57, although copyright vested with defendants.

CHAPTER V: NOTEWORTHY CONTRIBUTION TO CREATIVE ACTIVITIES AND JOINT AUTHORSHIP

5.1 NOTEWORTHY CONTRIBUTION TO CREATIVITY, JOINT AND COOPERATIVE AUTHORSHIP

Copyright law covers only the expression of ideas and not the ideas themselves. Few commentators say it must contain original expression as well as significant contributions. The authorship of the collaborative script is deemed according to who gave the story the expression. The last name, title, or seniority are not important.

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[14] The RMLNLU Law Review Blog, 'Lights, Camera, Copyright: Identifying Parts of a Cinematographic Film and Justifying Its Authorship' (*The RMLNLU Law Review Blog*, 25 August 2017) <https://rmlnlulawreview.com/2017/08/25/lights-camera-copyright-identifying-parts-of-a-cinematographic-film-and-justifying-its-authorship/> accessed 25 September 2026.

[15] 1989 Del 63

[16] Blog (n 14).

[17] 2005 (30) PTC 253 (Del)

Joint authorship under Section 2(z)[18] consists of: (a) collaboration among at least two authors; (b) intention to combine contributions into undivided or interdependent parts of a unitary whole; (c) contribution that cannot be separated from the other contributions. A writer who offers an idea only or whose result is absorbed later on without a shared authoring plan cannot be accounted for. However, if the writer drafts parts of the dialogues or screenplay as part of the same plan, he can obtain the status.

CHAPTER VI: NO-CREDIT PROVISIONS IN SCREENWRITING AGREEMENTS

6.1 DEFINITION, OBJECTIVE AND IMPLEMENTATION

A no-credit provision is a clause that prohibits a writer from taking credit for a screenplay. Producers and writers use these provisions in ghost writing, script doctoring and upon getting hired for a project, alongside an assignment contract and a flat payment, to avoid competition for credit.

6.2 FREEDOM OF CONTRACT

No-credit provisions rely upon the principle of freedom of contract as laid down by the Indian Contract Act, 1872[19], even though their enforcement is limited by section 23 (contracts violating public policy) and degree to which statutory rights are protected from enforcement as mentioned below.

6.3 ASSIGNMENT VS. WAIVER

Section 19 of the Copyright Act, 1957 deals with economic rights and requires a written assignment of the copyrighted work.[20] The moral rights under section 57 can exist separately from ownership of the work and remain in force even after the assignment of the work as in Amar Nath Sehgal V. Union Of India [21](2005). There is no express provision for waiver in the Act, thus copyright assignment does not necessarily entail the waiver of the right for authorship. This has been supported by the court in Mannu Bhandari V. Kala Vikas Pictures (1987).[22]

CHAPTER VII: PROVISIONS AGAINST NO-CREDIT AND MORAL RIGHTS UNDER SECTION 57

7.1 Scope of Right of Claiming Authorship under Section 57

According to section 57(1)(a) of the Copyright Act, 1957, "the author of a literary work has the right to claim authorship of the work", which exists independently of copyright and even after the assignment of copyright.[23] Thus, the right of authorship is independent of authorship in that it would be possible for the producer to acquire all economic rights in a screenplay but not be an author of that screenplay.[24] The scope of this right is available only to those persons who satisfy the criteria of authors, which means having exercised a certain amount of skill and judgement, in other words, a "modicum of creativity".[25] In cases of joint authorship, the Act in section 2(z) considers the extent of difference of contributions but the Act does not provide the quantum of contribution necessary.[26] Under English Law, this is required to be a substantial and original contribution made under one plan.[27]

[18] "work of joint authorship" means a work produced by the collaboration of two or more authors in which the contribution of one author is not distinct from the contribution of the other author or authors
[19] Indian Contract Act 1872 (Act 9 of 1872), s 23.
[20] Copyright Act 1957 (Act 14 of 1957), s 19.
[21] 2005 (30) PTC 253 (Del).
[22] AIR 1987 Del 13.
[23] Copyright Act 1957, s 57(1)(a).
[24] ibid ss 2(d)(i), 17, 19.
[25] *Eastern Book Company v DB Modak* (2008) 1 SCC 1.
[26] Copyright Act 1957, s 2(z).
[27] *Kogan v Martin* [2019] EWCA Civ 1645, [2020] FSR 3.

7.2 Waiver, Consent and Limitations on Moral Rights in the Contract

There is no provision for waiver in the Indian Act and that is the major gap in the process. According to the British legal procedure, assertion of the moral right has to come first, after which waiver can happen through the written document.[28]

7.3 Remedies for Denial of Authorship and Mis-attribution of Authorship

There are no remedies mentioned in Section 57(1)(a). A writer has the right to seek declaration and perpetual injunction through the Specific Relief Act 1963, interim relief under Code of Civil Procedure 1908, and damages, which are not easily provable.[29] Since the right to make a claim against mis-attribution is not recognized, passing off comes out as an indirect remedy.[30]

CHAPTER VIII: OWNERSHIP OF COPYRIGHT VS. PROFESSIONAL RECOGNITION

8.1 Ownership of Copyright and Authorship Recognition

The owner of any creation is the author of that creation by virtue of Section 17 of the Copyright Act, 1957, except where some exceptions exist, for example, creation made during employment.[31] However, it is also possible for one to transfer the ownership of his/her copyright, but this should be done through a written transfer under Section 19.[32] Thus, the ownership and authorship of the work can be said to be different. The producer owning the copyright in the screenplay is therefore the owner of that creation and not the author, as there is merely a transfer of ownership involved. In this regard, the Supreme Court has also distinguished between the rights of the producer and those of the authors of the creations used for making the movie.[33]

8.2 Economic Rights of the Scriptwriter Versus Moral Rights of the Scriptwriter

The economic rights of the scriptwriter such as the right of reproduction, adaptation, and communication to the public have been vested under section 14, and these rights are also assignable.[34] Under section 57, moral rights continue to remain with the author even after the assignment.[35] Even some of the economic rights have been protected by Parliament. Since 2012, the author of the literary or musical work used in the film would not be able to assign or waive his right to get a fair share of royalty from any usage except for exhibiting the same in a cinema hall, except to the heirs of law or copyright society.[36]

CHAPTER IX: SUFFICIENCY OF THE EXISTING INDIAN LAW

9.1 Sufficiency of the Copyright Act, 1957 in Protecting the Rights of Scriptwriters

The Copyright Act, 1957 does provide sufficient legal protection to the rights of scriptwriters. Under Section 2(d)(i), the person who writes is deemed to be the author. As per Section 17, the author is the first owner. Additionally, Section 57 takes care of the right to remain an author even after assignment.[37] The parliament has protected the right to royalties of the writers working in films through amendments to the copyright act in 2012.[38]

9.2 Shortcomings in Legal Control of the No-Credit Clause

First, there is no clarity as to whether the right granted in section 57(1)(a) is waivable; thus, it is not clear whether the validity of the no-credit clause can be derived from the provisions of the Act. Second, there is no provision for any

[28] Copyright, Designs and Patents Act 1988 (UK), ss 78, 87.
[29] Specific Relief Act 1963, ss 34, 38; Code of Civil Procedure 1908, Order XXXIX.
[30] Copyright, Designs and Patents Act 1988 (UK), s 84; Trade Marks Act 1999, s 27(2).
[31] Copyright Act 1957, s 17.
[32] ibid s 19(1).
[33] *Indian Performing Right Society Ltd v Eastern Indian Motion Pictures Association* (1977) 2 SCC 820.
[34] Copyright Act 1957, s 14(a).
[35] ibid s 57(1).
[36] ibid s 18(1), provisos (inserted by the Copyright (Amendment) Act 2012).
[37] Copyright Act 1957, ss 2(d)(i), 17, 57(1)(a).
[38] ibid s 18(1), provisos (inserted by the Copyright (Amendment) Act 2012).

remedy under section 57(1)(a), unlike the remedy that has been provided under section 57(1)(b). Third, there is no provision for any right in respect of wrongful attribution, as is the case in UK Act.[39] Fourth, there is no requirement for including the written credit terms in the writer-producer agreement.

9.3 Challenges in Demonstrating Creativity and Authorship

In order to claim authorship, it is necessary for the writer to establish not only the contribution but also the contribution in form of expression. Copyright does not extend to ideas; hence, there is difficulty in proving the authorship of contributions at the level of ideas.[40] Joint authorship under section 2(z) further complicates the issue at the threshold because there is no standard amount of contribution that the Indian courts have laid down.[41] Oral evidence of proof includes emails, drafts, and other forms of oral agreement. The electronic record of proof is subject to certification under Bharatiya Sakshya Adhiniyam 2023, which replaces section 65B of the Evidence Act 1872.[42] Though the registration of a work is optional under the Act, unregistered writers need to start from the scratch to prove authorship.[43]

CHAPTER X: COMPARATIVE ANALYSIS OF RIGHT OF ATTRIBUTION

10.1 Protection of the Author's Attribution in Various Foreign Jurisdictions

In the United Kingdom, the statute provides that there is a right of attribution of the author of a dramatic or literary work in respect of that work including a screenplay.[44] However, the right of attribution may be exercised and the statute also provides for right of protection against false attribution.[45] France is relatively better at protecting the right of attribution of the author. In the Code de la propriété intellectuelle, right of respect for the author's name and his/her right of authorship is perpetual, inalienable and imprescriptible, and the author of the scenario is considered one of the presumed authors of an audiovisual work.[46] The United States has a different perspective on this issue. Only visual art falls within the purview of the federal moral rights.[47]

10.2 Recognition and Protection of Moral Rights under International Copyright Law

According to article 6bis of the Berne Convention, the member states are obliged to ensure that the right of claiming authorship and preventing distortion of the work be granted to the authors regardless of economic rights and even if the rights have been transferred.[48] Article 6bis of the Berne Convention is a part of the obligations of the WIPO Copyright Treaty.[49]

10.3 Comparison of Approaches towards No-Credit Clauses and Contractual Waivers

The French approach entails the prohibition of waiver, which provides the highest level of protection but the least scope for ghostwriting. The British and Canadian approaches are permissive with regard to waiver but subject to some conditions; in the former, the condition is a written agreement, whereas in the latter, although waiver is possible, assignment of moral rights is not.[50] In the US, writing credits can be assigned through contract and collective bargaining, and therefore in the case of the Writers Guild of America, the credit guidelines will decide the writing credit.[51]

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[39] Copyright, Designs and Patents Act 1988 (UK), s 84.
[40] *RG Anand v Delux Films* (1978) 4 SCC 118.
[41] Copyright Act 1957, s 2(z).
[42] Bharatiya Sakshya Adhiniyam 2023, s 63; *Arjun Panditrao Khotkar v Kailash Kushanrao Gorantyal* (2020) 7 SCC 1.
[43] Copyright Act 1957, ss 44, 48.
[44] Copyright, Designs and Patents Act 1988 (UK), ss 77–79.
[45] ibid ss 78, 84.
[46] Code de la propriété intellectuelle (France), arts L121-1, L113-7.
[47] Visual Artists Rights Act 1990, 17 USC s 106A.
[48] Berne Convention for the Protection of Literary and Artistic Works (adopted 9 September 1886, as revised at Paris 24 July 1971) 828 UNTS 221, art 6*bis*.
[49] WIPO Copyright Treaty (adopted 20 December 1996, entered into force 6 March 2002) 2186 UNTS 121, art 1(4).
[50] Copyright, Designs and Patents Act 1988 (UK), s 87; Copyright Act RSC 1985, c C-42, s 14.1(2) (Canada).
[51] Writers Guild of America West, *Screen Credits Manual* (WGAW).

CHAPTER XI: FINDINGS, RECOMMENDATIONS AND FUTURE DIRECTIONS

11.1 Major Findings of the Study

- Firstly, creating substantial creative contribution to a script leads the person to being an "author" as per Section 2(d)(i) of the Copyright Act 1957, whereas joint authorship arises when contribution is "not distinct" as per Section 2(z).
- Secondly, a no-credit clause does not validly waive the right to be an author because the Section 57 operates independently of the copyright and therefore it is not extinguished via an assignment.[52]
- In the best-case scenario, such a clause can be regarded as valid informed consent. Third, the Indian model does provide some protection to the scriptwriters.

11.2 Recommendation

It is recommended that Parliament or the courts establish clear criteria for joint authorship, which will require a substantial and original contribution of the work of authorship, where contribution to the storyline, plot, character, and dialogue will constitute expression, and not merely an idea.[53]

Section 57 needs to be altered in such a way that the right to credit cannot be assigned or waived, except by means of a written agreement that is signed specifically for the particular work and done in an informed manner. This will help in ensuring the survival of ghostwriting, without any blanket clauses being included in form contracts. There must be a remedy for denial of authorship under section 57.[54]

11.3 DIRECTIONS FOR FUTURE LEGAL REFORM AND RESEARCH

First, the statutory reform that has been described in section 11.3 above. Second, an alternative credit dispute process, such as mediation, must be provided to reduce the cost and risk associated with litigation. Future research could explore to what degree Indian authors find no-credit deals acceptable and how the denial of credit affects their careers, since this paper is completely doctrinal with no empirical research at all.

CHAPTER XII: CONCLUSION

The study investigated the position of scriptwriters under Indian copyright law when they have made creative contributions but are denied recognition due to the no-credit clause by analyzing the relevant provisions[55] [56]of the Copyright Act, 1957 and the Indian Contract Act of 1872.

In case of substantial contribution of original expression, the writer is an author, and the contributions are said to be joint authorship when they are not disjointed. The no-credit clause does not extinguish the right to authorship because section 57[57] applies irrespective of copyright. The protection is, however, limited; the law lacks waiver provisions, remedy for denial of authorship and false attribution[5859]

Thus, the assumption that the existing framework fails to protect scriptwriters is confirmed to a large extent but not conclusively, as the Supreme Court has not made its ruling in this matter.

[52] ibid s 57(1).
[53] *RG Anand v Delux Films* (1978) 4 SCC 118.
[54] Copyright, Designs and Patents Act 1988 (UK), ss 84, 87.
[55] Copyright Act 1957, ss 2(d), 2(z), 17, 19, 57; Indian Contract Act 1872, s 23.
[56] Copyright Act 1957, ss 2(d)(i), 2(z).
[57] ibid s 57(1).
[58] ibid s 57(1)(a)–(b); Copyright, Designs and Patents Act 1988 (UK), s 84
[59] Copyright, Designs and Patents Act 1988 (UK), ss 78, 84, 87.

CHAPTER XIII: BIBLIOGRAPHY

CASES

India

1. Amar Nath Sehgal v Union of India 2005 (30) PTC 253 (Del)
2. Arjun Panditrao Khotkar v Kailash Kushanrao Gorantyal (2020) 7 SCC 1
3. Central Inland Water Transport Corporation Ltd v Brojo Nath Ganguly (1986) 3 SCC 156
4. Eastern Book Company v DB Modak (2008) 1 SCC 1
5. Indian Performing Right Society Ltd v Eastern Indian Motion Pictures Association (1977) 2 SCC 820
6. Mannu Bhandari v Kala Vikas Pictures Pvt Ltd AIR 1987 Del 13
7. RG Anand v Delux Films (1978) 4 SCC 118

United Kingdom

1. Kogan v Martin [2019] EWCA Civ 1645, [2020] FSR 3

LEGISLATION

India

1. Bharatiya Sakshya Adhiniyam 2023
2. Code of Civil Procedure 1908
3. Copyright Act 1957
4. Copyright Rules 2013
5. Indian Contract Act 1872
6. Specific Relief Act 1963
7. Trade Marks Act 1999

United Kingdom

1. Copyright, Designs and Patents Act 1988

Canada

1. Copyright Act RSC 1985, c C-42

France

1. Code de la propriété intellectuelle

United States

1. Visual Artists Rights Act 1990, 17 USC § 106A

International Instruments

1. Berne Convention for the Protection of Literary and Artistic Works (adopted 9 September 1886, as revised at Paris 24 July 1971) 828 UNTS 221
2. WIPO Copyright Treaty (adopted 20 December 1996, entered into force 6 March 2002) 2186 UNTS 121

SECONDARY SOURCES

1. Adeney E, The Moral Rights of Authors and Performers: An International and Comparative Analysis (OUP 2006)
2. Simone D, Copyright and Collective Authorship: Locating the Authors of Collaborative Work (CUP 2019)
3. Sundara Rajan MT, ‘Moral Rights in Developing Countries: The Example of India (Part I)’ (2003) 8(5) JIPR 357

4. Sundara Rajan MT, 'Moral Rights in Developing Countries: The Example of India (Part II)' (2003) 8(6) JIPR 449

OTHER SOURCES

1. Screen Writers Association (India), 'Minimum Basic Contract' (SWA) [incomplete: see note below]
2. Writers Guild of America West, Screen Credits Manual (WGAW) [edition and year to be added]