

Who Captures the Value of Performance? Copyright, Streaming and Synthetic Media through an Indian and Comparative Lens

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Abstract

The global recorded-music market reached US\$31.7 billion in 2025, with streaming supplying 69.6% of revenue, while performance-rights income reached US\$2.9 billion. At the same time, one platform reported that fully AI-generated tracks exceeded half of daily uploads at peak, exposing a widening gap between the volume of cultural production and the legal visibility of human performance. This article examines who captures value when performances are recorded, streamed, communicated in public, licensed into audiovisual works or converted into synthetic voices. India provides a revealing case study because its Copyright Act recognises economic and moral rights for performers but leaves the relationship among consent, assignment, remuneration and collective administration uncertain. Indian venue-licensing litigation illustrates the transactional problem; recent voice-cloning orders illustrate the identity problem. Comparison with international treaties and the laws of the European Union, France, the United Kingdom, the United States, Australia, China, Japan and South Korea shows that fixation rights, equitable remuneration and digital-identity protection require different legal mechanisms. A second group of comparators, largely absent from Indian scholarship, shows how the audiovisual side of the problem has actually been solved in countries such as Spain, Chile, Colombia and Mexico confer remuneration claims on screen performers that are unwaivable, survive assignment and are payable by the exploiting user rather than the producer. That comparison exposes the least examined feature of Indian law — a proviso making performer status in a cinematograph film depend on acknowledgement in the credits, and a royalty entitlement that names no debtor, no rate and no triggering act. In fourteen years no Indian court has adjudicated a screen performer's economic claim under section 38A. The article proposes a two-channel model i.e. exclusive consent for fixation, targeted replication and interactive exploitation; and a single non-waivable remuneration claim for defined secondary uses, extended to audiovisual exploitation. It supplements that model with one-stop licensing, auditable metadata, enforceable credit obligations and specific, time-bound digital-replica licences. The resulting framework is directed equally to legislators, platforms, producers, collective management organisations and performers

Keywords: performers' rights; neighbouring rights; streaming; audiovisual performers; equitable remuneration; collective management; synthetic media; digital replicas; India

INTRODUCTION

A recorded song is legally crowded. The lyricist supplies a literary work; the composer supplies a musical work; a producer may own the sound recording; and a singer converts notation and words into a recognisable human event. Copyright law has long known how to catalogue the first three contributions. The singer's position has been harder to describe. Is a performance merely labour used to manufacture a sound recording, an object of exclusive control, a source of continuing remuneration, or all three at different stages of exploitation?

Indian law now answers "all three," but it does so in a vocabulary that is unusually compressed. Section 38 recognises a performer's right; section 38A lists exclusive acts and adds a royalty proviso after incorporation of a performance in a cinematograph film; section 38B protects attribution and integrity; and section 39A selectively applies ordinary copyright provisions to performers' rights. The amendments made to the Copyright Act in 2012, also made certain author royalties resistant to assignment. The resulting statute is protective in intention but uncertain in operation. Its most basic definition still describes a performer's act as a performance "made live," language that sits uneasily with studio recording and digital production. Its royalty rules do not clearly tell users when they need consent, when they owe remuneration, whether payment to a producer clears the performer's claim, or how competing collective management organisations should coordinate ¹.

¹ Copyright Act, No. 14 of 1957, ss. 2(q), 2(qq), 18, 38–39A (India). The consolidated Act is available at WIPO Lex, <https://www.wipo.int/wipolex/en/legislation/details/22949>, and the individual sections at <https://indiankanoon.org/doc/797096/> (s. 2), <https://indiankanoon.org/doc/1667421/> (s. 38) and <https://indiankanoon.org/doc/22812953/> (s. 38A).

India is a useful lens because it combines a large film-and-music economy, rapid digital adoption, statutory performers' rights and incomplete rules for their administration. Its disputes span venue licensing, recording contracts, collective management and synthetic celebrity identity. The resulting cases are treated here as evidence of recurring market design problems, not as the article's principal object.

That distinction matters. If every protected interest is translated into a separate veto, restaurants, broadcasters, platforms, and event organisers face cumulative clearances. If the performer's interest is only contractual, bargaining power can erase the statute. A workable system must protect human contribution without multiplying licences for the same use. It must also cover new forms of substitution. A cloned voice can now reproduce the commercially valuable identity of a singer without copying a particular master recording. The performer's right, which developed in response to fixation and replay, is again being asked to respond to a technology that separates a performance from the person who made it.

The article advances four claims of wider relevance. First, neighbouring-rights systems commonly confuse three transactions- initial production clearance, downstream mass use and appropriation of personal identity. Second, performers were placed outside authorship not because interpretation lacks creativity, but because production hierarchies treated them as engaged labour whose rights could be surrendered at fixation. Third, digital distribution has increased the value of recordings without necessarily making performer participation transparent; synthetic media intensifies that asymmetry by turning past performances into inputs for future substitutes. Fourth, comparative law supports a modular response. Consent should govern unfixed performances, first fixation, reproduction, interactive making available and targeted digital replication. Defined secondary uses of commercially released sound recordings should trigger one equitable-remuneration payment, divided between producer and performers through coordinated collective management. Audiovisual production requires predictable clearance, but also non-waivable, mode-specific remuneration and transparent accounting.

2. Method, Sources and Scope

2.1 Research design

The inquiry is doctrinal and functional. It reads the Indian statute together with the Copyright Rules 2013, reported decisions, treaty obligations, and evidence of licensing practice. It then compares legal mechanisms rather than statutory labels. The comparison asks four recurring questions i.e. what counts as a protected performance; which acts require consent; which uses generate remuneration; and how payment reaches the individual performer.

The source base is drawn principally from primary instruments and from scholarship on the Rome–WPPT–Beijing progression, on audiovisual transfers, and on European and Latin American collective administration. That literature is engaged critically rather than summarised. The article relies on open-access primary sources throughout, WIPO Lex and WIPO treaty status records, WTO materials, EUR-Lex, Legifrance, the Spanish *Boletín Oficial del Estado*, the Mexican *Diario Oficial de la Federación*, Colombian and Chilean official gazettes and their WIPO Lex reproductions, UK legislation, the United States Copyright Office, Australian government legislation, Indian statutory and subordinate texts, and publicly accessible Indian decisions. Industry and news reports are used for facts about settlements, distributions, tariffs and synthetic-voice disputes; they do not substitute for legal authority, and where a proposition rests only on reporting the text says so. A short note on verification at the end identifies the propositions that a reader should re-check before relying on them.

The comparison is deliberately selective, and it is organised around mechanisms rather than regions. The European Union supplies a harmonised remuneration model for phonograms and recent contract-correction rules, together with an instructive gap on the audiovisual side. France demonstrates strong moral rights and mode-specific audiovisual accounting achieved through contract regulation rather than a statutory levy. The United Kingdom offers an administrable equitable-remuneration entitlement and a well-documented empirical record of what happens to performer income when buy-outs spread. The United States represents a market-oriented outlier with a narrow federal public-performance right in sound recordings and collective bargaining in its place. Australia illustrates how performer co-ownership and moral rights can coexist with complex exceptions. China, Japan and South Korea show three different ways of separating a recording from the identity embodied in it. Spain, Chile, Colombia, Argentina and Mexico are included because they are the systems that actually pay audiovisual performers, and because their drafting choices — unwaivability, untransferability, the identity of the debtor, and mandatory collective management — are the choices Indian law has not yet made. The jurisdictions are not ranked. They are used to identify legal techniques that could resolve Indian problems without transplanting an entire foreign system.

2.2 The market in which the rights operate

Performers' rights now sit inside a global business whose growth is concentrated in uses that depend on granular data and scalable licensing. IFPI reports that recorded-music revenue increased by 6.4% to US\$31.7 billion in 2025, the eleventh consecutive year of growth. Streaming generated more than US\$22 billion, or 69.6% of the total; paid subscriptions alone accounted for 52.4%, supported by 837 million paid subscription accounts. By

contrast, the category IFPI describes as performance-rights revenue reached US\$2.9 billion and grew by only 0.3% ². These figures measure recording-industry revenue, not performers' personal receipts. The contrast is nevertheless instructive, i.e. value is expanding fastest in digitally intermediated markets, whereas the legal and accounting routes connecting use to an individual performer remain fragmented.

Regional growth reinforces the international importance of the problem. Asia grew 10.9% in 2025; China's recorded-music market grew 20.1% and became the world's fourth largest, while Japan returned to 8.9% growth. Latin America grew 17.1%, with streaming representing 88.1% of regional revenue. MENA and Sub-Saharan Africa each grew 15.2%, and streaming constituted 97.5% of MENA revenue.³ A performer's recording can therefore generate revenue across territories whose treaty reservations, transfer presumptions and collection rules differ sharply. The practical question is no longer simply whether a right exists, but whether identifiers, repertoire mandates and reciprocal agreements permit it to travel.

Synthetic supply adds a second scale problem. Deezer reported that approximately 90,000 fully AI-generated tracks a day represented more than half of new deliveries on peak days in June 2026. Yet those tracks accounted for only 1–3% of listening, and the platform classified up to 85% of their 2025 streams as fraudulent and excluded them from royalty payments. Its eight-country survey of 9,000 respondents found that 97% could not distinguish fully AI-generated from human-made music in a short blind test, 80% favoured labelling, and 73% wanted disclosure when a service recommends synthetic music ⁴. The data are platform-specific and should not be generalised to the whole market. They nevertheless demonstrate three business risks. Catalogue congestion, royalty-pool manipulation and a consumer-information deficit.

CISAC and PMP Strategy project a broader substitution effect. Under their assumptions, generative-music outputs could reach €16 billion in annual value by 2028 and put 24% of music creators' revenue at risk; complete generative audiovisual outputs could reach approximately €48 billion and put 21% of audiovisual creators' revenue at risk. The projected cumulative creator-revenue loss for 2023–2028 is €22 billion ⁵. These are scenario projections commissioned by a creators' organisation, not observed losses. Their analytical value lies in identifying the mechanism, the value can migrate twice—first when protected material trains a model without payment, and again when generated outputs compete with future human commissions.

Table 1. Industry indicators and their rights-management implications

1. Indicator	2. Reported measure	3. What it does—and does not—show	4. Business implication
5. Global recorded-music revenue, 2025	6. US\$31.7 billion; +6.4%	7. Industry revenue, not individual performer income	8. Allocation matters within a growing market
9. Streaming share, 2025	10. US\$22+ billion; 69.6%	11. Dominance of digitally tracked exploitation	12. Metadata and usage-level accounting are core infrastructure
13. Performance-rights revenue, 2025	14. US\$2.9 billion; +0.3%	15. Aggregate receipts, not performer distribution	16. Secondary-use income needs transparent division and reciprocity
17. AI uploads on Deezer, June 2026 peak	18. About 90,000 daily; over 50% of new deliveries	19. One platform's supply, not global demand	20. Platforms need detection, labelling and anti-fraud rules
21. Listening to fully AI-generated tracks on Deezer	22. 1–3% of streams	23. Synthetic music does not dominate demand	24. Regulation should target demonstrated harms, not origin alone
25. CISAC/PMP revenue at risk by 2028	26. 24% music; 21% audiovisual	27. Forecast, not realised loss	28. Training and substitution require

² International Federation of the Phonographic Industry, Global Music Report 2026: Global recorded music revenues grow 6.4% as record companies drive innovation (2026, March 18), <<https://www.ifpi.org/global-music-report-2026-global-recorded-music-revenues-grow-6-4-as-record-companies-drive-innovation/>>.

³ IFPI, supra note 2.

⁴ Deezer, AI music has surpassed 50% of new music uploads for the first time (2026, July 21), <<https://newsroom-deezer.com/2026/07/ai-music-exceeds-50-percent-daily-uploads-deezer/>>.

⁵ CISAC & PMP Strategy, Study on the economic impact of generative AI in the music and audiovisual industries (2024), <<https://www.cisac.org/services/reports-and-research/cisacpmp-strategy-ai-study>>.

1. Indicator	2. Reported measure	3. What it does—and does not—show	4. Business implication
			distinct policy responses

2.3 The Indian performance economy

India is not a small or marginal case. The FICCI-EY survey of the Indian media and entertainment sector reports that it grew by nine per cent to ₹2.78 trillion in 2025, that digital media crossed ₹1 trillion for the first time, and that filmed entertainment reached a record ₹205 billion.⁶ The sector is projected to approach ₹3.3 trillion by 2028. Whatever else may be said about performers' rights in India, they operate inside a market that is expanding rather than contracting.

The labour position at the base of that market is very different. Mumbai's Junior Artists Association has had more than ten thousand registered members for a decade.⁷ A 2026 survey of over a thousand industry professionals reported that junior artists earn on average about ₹26,670 a year, that many work between two and ten days a month, that post-pandemic day rates fell by half or more, and that the sector is classified as unorganised and therefore carries no provident fund, medical cover or gratuity.⁸ The Federation of Western India Cine Employees put the average at roughly ₹1,000 a day in 2022, on shift rates that had not risen since 2014.⁹ Trade reporting in May 2026 put the number of freelance voice artists in India at about twenty thousand; the Association of Voice Artists reports individual workloads falling from fifteen to twenty projects a month to six or seven, with older artists worst affected, and one voice artist estimated that seventy to eighty per cent of brand voices in major Indian television and video advertising had already been replaced by synthetic alternatives.¹⁰ Machine-assisted voice work and de-aging have appeared in mainstream releases including *Kalki 2898 AD*, *Vettaiyan*, *Bhairathi Ranagal*, *Ghost*, *The GOAT*, *Rekhachithram* and Yash Raj Films' multilingual release of *War 2*.¹¹ The Justice K. Hema Committee, reporting on the Malayalam industry, recorded that junior artists are exploited and work long hours, alongside a general absence of written terms.¹²

Two features of this picture matter for the legal argument that follows. The first is that the constituency most exposed to algorithmic substitution sits at the bottom of the credit hierarchy, which is precisely where Indian law withdraws the economic right. The second is that the aggregate figures and the individual figures point in opposite

⁶ FICCI-EY, *Stories, Scale and Impact: Unlocking India's Media and Entertainment Economy* (Mar. 24, 2026), reported at <https://www.ey.com/en_in/newsroom/2026/03/india-s-media-and-entertainment-sector-grew-9-percent-to-inr-2-point-78-trillion-in-2025-driven-by-digital-and-live-experiences-ficci-ey-report>

⁷ Junior Artists and Dancers, Media India Group (May 3, 2016), <<https://mediaindia.eu/dossier/junior-artists-dancers/>>.

⁸ The Top India Survey: Bollywood Workers, Wages, Contracts, Safety, The Statesman (May 19, 2026), <<https://www.thestatesman.com/entertainment/top-india-survey-bollywood-workers-wages-contracts-safety-mumbai-1503595678.html>> (survey of more than 1,000 industry professionals)>.

⁹ Troubles of the Bollywood Junior Artiste, Outlook India (Feb. 15, 2022, updated Jan. 18, 2024), <<https://www.outlookindia.com/art-entertainment/troubles-of-the-bollywood-junior-artiste-news-182527>>.

¹⁰ Exclusive: The AI Revolution Hollywood Is Fearing Is Already Here in India, Hollywood Reporter India (May 12, 2026), <<https://www.hollywoodreporterindia.com/features/insight/exclusive-the-ai-revolution-hollywood-is-fearing-is-already-here-in-india>>; Artificial Intelligence Is Replacing Voice Artists in India and There Are No Laws to Stop It, Hollywood Reporter India, <<https://www.hollywoodreporterindia.com/features/insight/artificial-intelligence-is-replacing-voice-artists-in-india-and-there-are-no-laws-to-stop-it>>; "If AI Takes Over, We Are Finished", Scroll.in, <<https://scroll.in/reel/1068685>>.

¹¹ Artificial Intelligence and the Future of Filmmaking in India, The Federal (Apr. 19, 2025), <<https://thefederal.com/films/artificial-intelligence-ai-future-of-filmmaking-india-cinema-de-aging-182480>>; Hollywood Reporter India, *supra* note 2e.

¹² The Justice K. Hema Committee was constituted by the Government of Kerala in 2017 and submitted its report on 31 December 2019; a redacted version was released on 19 August 2024. The report text is not available in a stable open-access location; the findings are cited to reporting: <<https://thefederal.com/category/states/south/kerala/hema-commission-report-kerala-govt-releases-report-on-malayalam-film-industry-139797>>; on the subsequent investigation see 40 FIRs So Far on Hema Committee Report, Kerala Govt Tells High Court, Bar & Bench (Jan. 2025), <<https://www.barandbench.com/news/40-firs-hema-committee-report-state-kerala-high-court>>.

directions: a growing market, and a shrinking income for the people whose voices and faces constitute the product. A rights system that cannot connect the first number to the second is not performing its distributive function.

3. From Ephemeral Act to Legal Subject

3.1 Why performers arrived late

The delay in protecting performers was not a judgment that performance lacked creativity. It reflected the architecture of classical copyright. A literary or musical work could be abstracted from its author and fixed in a manuscript. A performance appeared transient until recording technologies made it repeatable. Once a performance could be fixed, copied, broadcast, and sold without the performer returning to the stage, the law confronted a distributional problem. Technology expanded the audience while potentially reducing repeat employment. “Neighbouring” rights emerged to regulate that second-order market.

Mid-twentieth-century scholarship makes the hierarchy unusually visible. Valerio de Sanctis defended the distinction between authorship and performance on the ground that an author creates a work while a performer supplies an interpretive realisation of an already complete work.¹³ But the distinction becomes unstable once copyright accepts modest “distinguishable variation” as sufficient originality in derivative works. A singer’s phrasing, breath, timbre and rhythmic judgment may contribute more recognisable individuality than many protected adaptations. Linda Newmark accordingly argued that it is difficult to treat recorded performances as constitutionally creative enough to protect a sound recording against duplication, yet insufficiently creative to justify protection when the same recording is commercially performed.¹⁴ The point is not that every performer should become a co-author of every song or film. It is that the subordinate label “neighbouring” describes an institutional settlement, not an absence of creativity.

A sociological explanation is therefore stronger than a purely conceptual one. Performers have traditionally been engaged, directed and paid a fee within a production controlled by others. Their legal status followed that economic position. When reputation supplies bargaining power, law becomes more receptive: contemporary Indian celebrities have obtained broad injunctions against appropriation of voice and likeness, whereas the dubbing artist, chorus singer or session musician exposed to the same technology may lack both publicity value and litigation resources. Protection by reputation repeats the older pattern in which an artist enjoyed control because of status rather than because the law recognised the contribution as such.¹⁵

The economic argument has also repeated across technologies. Broadcasters once contended that airplay promoted record sales and therefore should not attract a performer payment. Generative-AI developers now invoke exposure, transformation and public benefit in defence of training. Neither claim answers the distributive question. A fixation can substitute for a future engagement; a model trained on performances can manufacture an open-ended supply of substitutes. As Pope observed in the Australian debate, performers’ protection cannot prevent technological unemployment, but it can address the structural inversion by which every use remunerates owners around the performance while the human contribution at its centre disappears from the payment chain.¹⁶

The Rome Convention of 1961 established the first multilateral framework devoted jointly to performers, phonogram producers, and broadcasting organisations. Its protection for performers was comparatively modest and, in places, framed as an ability to prevent unauthorised acts rather than as a full property right. It nevertheless fixed three ideas that remain central: an unfixed performance deserves control; first fixation changes the legal position; and commercially published phonograms can attract secondary-use remuneration¹⁷. TRIPS later required members to provide performers with the possibility of preventing unauthorised fixation and reproduction of their unfixed performances, as well as certain broadcasts and public communications, but it did not create a complete remuneration system¹⁸.

The WIPO Performances and Phonograms Treaty (WPPT) adapted the framework to digital networks. It recognised moral rights, exclusive distribution, rental and making-available rights in performances fixed in phonograms, and a right to a single equitable remuneration for broadcasting and public communication of

¹³ Valerio de Sanctis, Copyright in Relation to the Rights of Performing Artists, 5 BULL. COPYRIGHT SOC’Y U.S.A. 64, 64–67 (1957–58).

¹⁴ Linda A. Newmark, Performance Rights in Sound Recordings: An Analysis of the Constitutional, Economic, and Equitable Issues, 38 COPYRIGHT L. SYMP. (ASCAP) 141, 147–49 (1988).

¹⁵ Dan Rosen, Artists’ Moral Rights: A European Evolution, an American Revolution, 2 CARDOZO ARTS & ENT. L.J. 155, 164–71 (1983).

¹⁶ James Pope, The Case for Performers’ Protection, 8 LEGAL SERV. BULL. 113, 115–16 (1983).

¹⁷ International Convention for the Protection of Performers, Producers of Phonograms and Broadcasting Organisations, Oct. 26, 1961, 496 U.N.T.S. 43, <https://www.wipo.int/en/web/treaties/ip/rome/summary_rome>.

¹⁸ World Trade Organization, Agreement on Trade-Related Aspects of Intellectual Property Rights, art. 14 (1994), <https://www.wto.org/english/docs_e/legal_e/27-trips_04_e.htm>.

commercially published phonograms. Crucially, Article 15 permits reservations. The treaty therefore states a norm while allowing national asymmetry at the point where money is most likely to be collected ¹⁹.

Audiovisual performers remained outside the WPPT's fixed-performance rights. The Beijing Treaty on Audiovisual Performances closed much of that gap. It gives performers economic and moral rights in audiovisual fixations and addresses the transfer of exclusive rights to producers. Article 12 permits national laws to presume or provide for transfer once a performer has consented to fixation, but it also allows performers to retain royalties or equitable remuneration under national law or agreement ²⁰. The design is instructive: clearing a production and preserving participation are separate policy decisions.

3.2 Four legal moments

Confusion reduces when a performance is analysed across four legal moments. Before fixation, consent protects the event against unauthorised recording, broadcasting, and communication. At fixation, the law decides who may capture the performance and on what terms. After fixation, exclusive rights can govern reproduction, distribution, rental, and on-demand access. Finally, mass secondary uses—radio play, background music, and communication of a released phonogram—can be licensed through a remuneration rule because negotiating separately with every performer and producer would be impracticable.

These moments justify different remedies. An unauthorised first fixation should be enjoined. A licensed recording later played in a café may be better addressed by a tariff and payment claim. A performer whose contribution is falsely attributed requires a moral-right remedy. A session singer who assigned exploitation rights for a small fee but whose recording becomes exceptionally valuable may need transparency and contract adjustment. Treating all four injuries as infringement of one undifferentiated right produces either over-clearance or under-payment.

4. India's Statutory Architecture

4.1 The 1994 foundation and the 2012 turn

India introduced performers' rights in 1994. The original structure gave a performer a special right for fifty years and listed unauthorised recording, reproduction, broadcasting, and communication acts. It was an important formal recognition, but it offered little guidance on remuneration after authorised fixation. The 2012 amendment replaced that approach with sections 38A and 38B, added economic and moral rights, and connected performers' rights to the general machinery of copyright through section 39A ²¹.

Section 38A(1) now grants the performer an exclusive right to make sound or visual recordings of a performance, reproduce them, issue copies, communicate them to the public, sell or rent copies, and broadcast or communicate the performance except where it is already broadcast. The provision resembles a catalogue of exclusive exploitation rights. Section 38A(2) then deals with incorporation in a cinematograph film. Once the performer has consented by written agreement, the performer may not object to the producer's enjoyment of the statutory right, absent a contract to the contrary. Its proviso states that the performer is entitled to royalties for performances made for commercial use. Section 38B adds identification and integrity rights, subject to a practical exception for editing and modifications required by technical considerations ²².

Section 39A applies selected copyright provisions, including section 18 on assignment, to performers' rights with necessary adaptations. Yet section 18's 2012 royalty provisos are drafted for authors of literary or musical works included in cinematograph films and sound recordings. They do not expressly name performers. Importing those provisos through section 39A requires more than a mechanical substitution because the performer is not the author of the underlying song and section 38A(2) already contains a distinct royalty rule. The relation between these provisions is the doctrinal hinge in *Night Fever*.

4.2 A definition that destabilises the scheme

Section 2(qq) defines a performer broadly by occupation—actor, singer, musician, dancer, acrobat, and others—but defines performance as a visual or acoustic presentation “made live” by one or more performers. “Made live” has no statutory definition. It could mean an event occurring through human action, whether on stage or in a studio. It could instead mean a performance before an audience or transmitted in real time. The second reading would exclude much of the recording industry from a chapter principally designed to regulate recordings.

¹⁹ WIPO Performances and Phonograms Treaty, Dec. 20, 1996, 2186 U.N.T.S. 203, <https://www.wipo.int/en/web/treaties/ip/wppt/summary_wppt>.

²⁰ Beijing Treaty on Audiovisual Performances, June 24, 2012, <https://www.wipo.int/en/web/treaties/ip/beijing/summary_beijing>.

²¹ Copyright (Amendment) Act 2012, No. 27 of 2012 (India), <<https://www.wipo.int/wipolex/en/legislation/details/13230>>.

²² Copyright Act, No. 14 of 1957, ss. 38A–38B (India), <<https://indiankanoon.org/doc/22812953/>> and <<https://indiankanoon.org/doc/169389669/>>. Section 38A(1)(a) contains four sub-clauses, (i)–(iv); the sole proviso in the section attaches to sub-section (2).

The same definition contains a less discussed exclusion, and it is in my view the single most consequential provision in Indian performers'-rights law. The proviso inserted in 2012 reads:

Provided that in a cinematograph film a person whose performance is casual or incidental in nature and, in the normal course of the practice of the industry, is not acknowledged anywhere including in the credits of the film shall not be treated as a performer except for the purpose of clause (b) of section 38B.²³

Three features repay attention. First, the exclusion is near-total. A person caught by the proviso holds no section 38 performer's right, no section 38A exclusive rights, no attribution right under section 38B(a) and no royalty under the proviso to section 38A(2). Parliament preserved exactly one entitlement, the anti-distortion limb of section 38B(b). That is a curious selection. The integrity right is the one right in the chapter whose value depends on the claimant having a public reputation to injure, and the class to which it is preserved is defined by the absence of public acknowledgement. The rights that would have been worth something — attribution and royalty — are the ones removed.

Second, although the proviso is drafted conjunctively, the operative limb in practice is the credit. "Casual or incidental" is undefined and, in a medium where a two-second reaction shot can carry a scene, close to unadjudicable. What a court can determine cheaply and conclusively is whether a name appears in the credit roll. The credit roll is produced by the producer, who decides its length, its categories, whether the dancers in a song sequence are named individually or listed as a troupe or not listed at all, and whether the dubbing cast appears anywhere. Each of those editorial decisions determines whether the person concerned holds a statutory right. The result is a provision in which the existence of a right turns on a unilateral act of the party against whom the right runs.

Third, the proviso outsources the boundary of a statutory category to trade custom: the words are "in the normal course of the practice of the industry." Where industry practice is not to credit a class of workers, the statutory answer is that the class does not exist for the purposes of the chapter. In a sector where written contracts for background performers are the exception rather than the norm, that is not a neutral referral to custom; it is a delegation of legislative power to the least regulated part of the value chain.

The dubbing artist illustrates the point most sharply, because her position is settled by a convention rather than by any judgment about her contribution. In the Indian multilingual release model a single film may exist in four or five language versions, each carrying a different set of voices, and normal practice is to credit the dubbing cast sparsely or not at all. The performance is unquestionably substantial — in a dubbed version the voice is the entire acoustic performance of the character — and the labour is skilled and repeat. Because the practice is not to acknowledge it, the proviso operates. Mexico's answer to the same problem, in May 2026, was to write the dubbing actor into the statutory definition of performer.²⁴ India's answer, in 2012, was to leave the question to the credit roll and thereby resolve it against the artist.

The legislative history offers no comfort. The proviso was present in the Copyright (Amendment) Bill 2010 as introduced.²⁵ The Department-related Parliamentary Standing Committee on Human Resource Development reported on the Bill on 23 November 2010, and its report is organised into thirteen issue-chapters concerning joint authorship for the principal director, several definitional questions, the assignment provisions in sections 18 and 19, compulsory licensing and access for the disabled.²⁶ None of them concerns performers. On the retrievable text, the exclusion of uncredited film performers passed through pre-legislative scrutiny without being examined.²⁷ The consequence is that the class most exposed to algorithmic substitution — background actors, junior artistes, dubbing performers, session contributors — was written out of the definition thirteen years before the exposure arrived, on a criterion that correlates almost exactly with the bargaining power that class does not have.

The Copyright Rules 2013 try to solve the problem. Rule 68's explanation provides that "performance," for the collective-administration chapter, includes recordings in a studio or otherwise. The same rule states that royalties

²³ Copyright Act, No. 14 of 1957, s. 2(qq) proviso (India), inserted by the Copyright (Amendment) Act, No. 27 of 2012, <<https://indiankanon.org/doc/797096/>>; amending Act text at <<https://www.wipo.int/edocs/lexdocs/laws/en/in/in066en.pdf>>

²⁴ Ley Federal del Derecho de Autor art. 116 (Mex.), as amended by the decree of 14 May 2026, *infra* note 55m.

²⁵ The proviso appears in the Copyright (Amendment) Bill, 2010 as introduced: see the consolidated text maintained by the Centre for Internet and Society, <<https://cis-india.org/a2k/publications/amended-copyright-act.html>>.

²⁶ Department-related Parliamentary Standing Committee on Human Resource Development, Two Hundred Twenty-Seventh Report on the Copyright (Amendment) Bill, 2010 (Rajya Sabha, presented Nov. 23, 2010), <https://prsindia.org/files/bills_acts/bills_parliament/2010/SCR_Copyright_Bill_2010.pdf>; see also PRS Legislative Research, <<https://prsindia.org/billtrack/the-copyright-amendment-bill-2010>>.

²⁷ The claim is stated as it stands: on the retrievable text of the Report, the proviso is not examined. See the Note on Sources and Verification, below.

from specified section 38A acts and from the proviso to section 38A(2) are to be shared equally between the performer and the other copyright owner, and it defines commercial use through reproduction, distribution, communication, broadcast, and rental. The rule is operationally ambitious, but subordinate legislation cannot safely expand statutory subject matter or invent a division that Parliament did not state with equal clarity^{28 29}.

The consequence is not merely semantic. If a studio singer's act is not a "performance," sections 38A and 38B never attach. If it is protected, the next questions concern consent and transfer. If the performer has assigned exclusive rights, the final question is whether a separate, non-waivable remuneration claim survives. Each step should be answered independently.

4.3 Rights, liabilities, and collection routes

The present architecture can be represented as follows.

Table 2. Rights, liabilities and collection routes under Indian law

29. Legal event	30. Putative Indian entitlement	31. Principal uncertainty
32. Unauthorised recording of an unfixed performance	33. Performer's exclusive consent under s. 38A(1)	34. Whether "made live" excludes studio work
35. Reproduction, issue of copies, rental, or online making available	36. Exclusive rights under s. 38A(1), subject to agreement/assignment	37. Scope and effect of assignments through s. 39A
38. Incorporation in a cinematograph film after written consent	39. Producer may enjoy the film right under s. 38A(2)	40. Meaning of "producer enjoys the right" and contractual override
41. Commercial exploitation after incorporation	42. Performer's royalty under proviso to s. 38A(2)	43. Rate, debtor, waiver, duration, and cinema-hall exclusion
44. Broadcast or public communication of a commercial phonogram	45. Claimed royalty and/or exclusive communication right	46. Whether user needs a second licence or owes a shared remuneration payment
47. Failure to identify, or prejudicial distortion	48. Moral right under s. 38B	49. Credit standards, enforcement threshold, and digital replicas
50. Collective licensing	51. Copyright-society regime and r. 68	52. Repertoire proof, tariff coordination, distribution data, and single clearance

The statute therefore contains the ingredients of protection but lacks a payment protocol. A user cannot readily infer whether a licence from the owner of the sound recording exhausts the clearance function, while leaving a distribution obligation between right-holders, or whether a separate performer authorisation is required. A performer cannot easily tell whether the claim is proprietary, statutory, contractual, or collective. This is the uncertainty that *Night Fever* converted into an injunction.

Seen together, the statutory scheme places three enclosures around the performer. The first is definitional: "made live" destabilises studio performance and the credit-based proviso excludes incidental film performers. The second is presumptive: section 38A(2) converts written consent to incorporation in a film into the producer's enjoyment of the right, unless the contract says otherwise. The third is contractual: assignment rules and industry buy-outs can absorb the exclusive right, leaving the royalty proviso to do work that its language, debtor and rate do not adequately specify. Each enclosure can be rationalised in isolation as a method of clearing production. Their cumulative effect is different. The performer is recognised at the moment a right is needed against an outsider, but may disappear when the economic value is divided within the production chain.

4.4 The debtor problem

The abstraction can be made concrete. Assume a performer who clears the threshold: a credited supporting actor in a film released five years ago, now streaming. What does she have?

²⁸ Copyright Rules, 2013, r. 68 (India),

<https://www.copyright.gov.in/Copyright_Rules_2013/chapter_xii.html>.

²⁹ Basheer, S, Ghost post: Performance under Copyright Act restricted to "live" performance? SpicyIP (2013, July 1), <<https://spicyip.com/2013/07/ghost-post-performance-under-copyright-act-restricted-to-live-performance.html>>.

She has, by the terms of section 38A(2), no ability to object to the producer's enjoyment of the performer's right in that film. She has a proviso entitling her to "royalties in case of making of the performances for commercial use." Explanation 2 to rule 68 tells her that commercial use includes reproduction, issue of copies or distribution, communication to the public including broadcasting, and commercial rental of the cinematograph film; Explanation 1 tells her that the royalty is to be shared equally between the performer and the other owner of copyright.³⁰ Explanation 1 refers, incidentally, to sub-clauses "(i) to (v)" of section 38A(1)(a), which contains only four — the Rules appear to have been drafted against a version of the section that was not enacted.³¹

She must now answer four questions the Act does not answer. *Who owes her the money* — the producer, who has already paid her fee; the broadcaster or platform exploiting the film; or the distributor? Section 18, imported through section 39A "with necessary adaptations and modifications," is drafted for authors of literary and musical works included in films and sound recordings. Reading it across to performers takes more than swapping one noun for another: a performer does not author the song or the screenplay, and section 38A(2) carries a royalty rule of its own. That objection is precisely why the court in *Sushila* declined to make the extension. *For which acts* — Explanation 2 lists uses of "the cinematograph film," a formulation that leaves theatrical exhibition ambiguous and says nothing about on-demand streaming as a distinct legal act, which is where most of the money now is. *At what rate* — nothing in the Act; the equal share is subordinate legislation attached to a chapter on collective administration, and its status as a general rule of division for every commercial use of every film is contestable. *Through whom* — rule 68(1) requires a separate performers' society for each class of performers, and until 2026 there was no registered society for actors in India at all.

A right with no identified debtor, no rate, no defined triggering act and no collecting body is not, functionally, a right. It is a statement of intention. The question this article puts is whether it can be converted into an obligation without dismantling producer ownership. Sections 8.6 to 8.8 below show that five jurisdictions have already done so.

5. India as a Transactional Case Study

Indian litigation illustrates a problem familiar to every multi-rights market: whether one downstream use should require several permissions or one payment divided among entitled groups. In *The Indian Singers' Rights Association v. Night Fever Club & Lounge*, a registered performers' society sued a nightclub that played recordings in its repertoire. The defendant did not appear. The Delhi High Court restrained further communication without payment, ordered accounts and costs, and declined unsupported damages³². The decision was significant less as a statement about one society than as proof that a performer claim could reach the point of commercial consumption.

Its limitations are equally generalisable. The ex parte record did not test whether the society administered an exclusive authorisation right or a remuneration share, how prior licences from producers affected the user, how repertoire was matched, or why Rule 68's allocation should become a separate veto. The judgment compressed four inquiries—protected subject matter, entitlement, transfer and enforcement—into the conclusion that payment was required. That compression is costly for business users: a venue or platform cannot price compliance unless it knows whether payment to the master owner discharges the use or whether an additional performer licence remains necessary.

Comparative law suggests a cleaner classification. Unauthorised fixation, reproduction and interactive making available can justify exclusive consent. Public play and non-interactive communication of a lawfully released phonogram are better treated as one equitable-remuneration event, with an internal division between producer and performers. On this view, the Indian decision correctly rejected free commercial use but should not be read as establishing a universal second clearance. The case is therefore evidence for a transactional redesign, not the centre of the performers' rights project.

The audiovisual half of the same problem has generated no litigation at all, and one episode shows what that silence costs. On 1 August 2025 Eros International re-released *Raanjhanaa* in Tamil, as *Ambikapathy*, with an ending the film did not have in 2013: the protagonist, who dies in the original, survives, the change having been

³⁰ Copyright Rules, 2013, r. 68, Explanations 1 and 2 (India), reproduced at <https://indiankanon.org/doc/185761883/>.

³¹ The discrepancy should be checked against the gazette notification, G.S.R. 301(E) of 14 March 2013, before being relied upon.

³² *Indian Singers' Rights Association v. Night Fever Club & Lounge*, CS(OS) 3958/2014 (Delhi High Court, V. Kameswar Rao, J., Sept. 30, 2016), <https://indiankanon.org/doc/159551075/>. For contemporaneous criticism of the procedure and of the repertoire evidence in the ISRA venue suits see ISRA's Dubious Victory Before the Delhi High Court, SpicyIP (Aug. 2016), <https://spicyip.com/2016/08/isras-dubious-victory-before-the-delhi-high-court.html>.

produced with generative tools and without the participation of the director or the leading actor.³³ Aanand L. Rai said the alternate ending had “stripped the film of its very soul”; Dhanush, whose performance the new ending re-purposed, called the release “a deeply concerning precedent for both art and artists.”³⁴ Eros replied, accurately as a matter of Indian copyright law, that it was the film’s “sole financier, producer and rights holder” and therefore its “legal author.”³⁵

Section 38B(b) gives a performer the right to restrain or claim damages in respect of any distortion, mutilation or other modification of his performance that would be prejudicial to his reputation, and gives that right “independently of his right after assignment, either wholly or partially.” A performance re-edited so that the character it embodies no longer dies is, on any ordinary reading, a modification of that performance. The provision was drafted for this fact pattern and has been in force since 21 June 2012. No suit was filed. The episode is the clearest available demonstration that the Indian performer’s right operates, in the audiovisual sector, as a provision that exists, that fits the facts, and that nobody uses.

6. The Unsettled Judicial Field

6.1 *Neha Bhasin*: performance begins in the studio

In *Neha Bhasin v. Anand Raj Anand*, the Delhi High Court rejected the idea that a performance becomes “live” only before a public audience. A singer’s rendition in a recording studio is live when made; fixation does not erase its origin as performance. The court also treated unauthorised recording and commercial exploitation as legally actionable and recognised the importance of proper credit.³⁶ This functional reading avoids the paradox of excluding the very session performances most exposed to replay and reuse.

Neha Bhasin predates the 2012 architecture but remains persuasive on subject matter. It focuses on the performer’s act at the moment it occurs, not on whether listeners are physically present. That approach is consistent with the technological purpose of performers’ rights and with Rule 68’s inclusion of studio recording.

6.2 Parallel *ex parte* enforcement

Shortly before *Night Fever*, the Delhi High Court granted comparable relief to ISRA against another hospitality venue in *ISRA v. Chapter 25*. The judgment reinforced the practical possibility of society-led enforcement but arose through the same *ex parte* pathway. Repetition therefore demonstrated an enforcement strategy, not necessarily a settled adversarial interpretation.³⁷

The distinction matters because default judgments can establish obligations for absent small users while the relationship among major institutional right-holders remains untested. That asymmetry can produce a licensing market before the entitlement underneath it has been authoritatively delimited.

6.3 *Saregama v. ISRA*: ownership questions left open

The conflict surfaced when ISRA and producers became involved in litigation over rights and repertoire. In *Saregama India Ltd. v. Indian Singers’ Rights Association*, a Division Bench of Ravindra Bhat and Sanjeev Sachdeva JJ. set aside orders recording ISRA’s settlements with restaurant defendants and rejecting the impleadment of the recording companies, and restored those applications for a determination whether the settlements were lawful having regard to third-party rights. The Bench recorded, without deciding, ISRA’s contention that section 38A read with section 18(1) confers on performers an inalienable right to royalty for the commercial utilisation of performances incorporated in a sound recording or a film. The appellate court did not

³³ Eros, Aanand L. Rai Dispute AI-Altered “Raanjhanaa” Ending, Variety (Aug. 2025), <<https://variety.com/2025/film/global/eros-aanand-l-rai-dispute-ai-altered-raanjhanaa-ending-1236470128/>>.

The Tamil version was released as Ambikapathy on 1 August 2025.

³⁴ Dhanush Slams AI-Altered “Raanjhanaa” as “Deeply Concerning Precedent for Both Art and Artists”, Variety (Aug. 3, 2025), <<https://variety.com/2025/film/news/eros-aanand-l-rai-dispute-ai-altered-raanjhanaa-ending-1236470128/>>.

³⁵ Raanjhanaa AI-Ending Controversy: Eros Counters Criticism Reaffirming Sole Legal Ownership of Film, Box Office Worldwide (Aug. 2025), <<https://boxofficeworldwide.com/movies-latest-news/raanjhanaa-ai-ending-controversy-eros-counters-criticism-reaffirming-sole-legal-ownership-of-film-dhanush-and-aanand-l-rai-next-tere-ishk-mein-also-faces-legal-notice/>>; for an early academic treatment see Lights, Camera, Alter: Raanjhanaa’s New Ending and the Fight for Creative Rights, Law School Policy Review (Sept. 5, 2025), <<https://lawschoolpolicyreview.com/2025/09/05/lights-camera-alter-raanjhanaas-new-ending-and-the-fight-for-creative-rights/>>.

³⁶ *Neha Bhasin v. Anand Raj Anand*, 2006 (32) PTC 779 (Del), 132 (2006) DLT 196 (Delhi High Court, Badar Durrez Ahmed, J., Apr. 20, 2006), <<https://indiankanoon.org/doc/115078/>>.

³⁷ *Indian Singers’ Rights Association v. Chapter 25 Bar and Restaurant*, CS(OS) 2068/2015 & I.A. No. 14261/2015 (Delhi High Court, Muralidhar, J., Aug. 12, 2016), <<https://indiankanoon.org/doc/94223814/>>.

determine the substantive hierarchy between performers' and producers' claims³⁸. The procedural result is revealing: an enforcement theory developed against venues could not, without more, settle chain-of-title questions among the entities that create and distribute recordings.

6.4 *Sushila v. Hungama*: the narrowing countercurrent

The Court of the Additional District Judge at Patiala House, New Delhi, took a markedly narrower course in *Sushila v. Hungama Digital Media Entertainment*. It read "made live" restrictively, holding that a studio rendition in a "closed controlled environment" without a live audience is not a performance within section 2(q); it treated assignment as decisive; and it declined to extend section 18's author-specific royalty provisos to singers merely through section 39A. The suit was dismissed³⁹. The decision is frequently and incorrectly attributed to the City Civil Court at Mumbai, and the misattribution has travelled through the secondary literature; the judgment is CS No. 426/18, decided on 8 June 2018.

Some of that reasoning responds to genuine drafting problems. Section 18 does name authors rather than performers, and a court should not create an unqualified remuneration right by replacing statutory nouns. But the restrictive view of "made live" makes the legislation self-defeating, while an assignment-first analysis risks reducing the 2012 protection to whatever a standard recording contract permits. The better lesson is not that either *Night Fever* or *Sushila* supplies the complete answer. Their divergence proves that the statutory categories require separation.

6.5 Private settlement and public uncertainty

In 2023, ISRA and the Indian Music Industry announced an agreement intended to resolve long-running disputes between singers and labels. Public reports described substantial initial payments and a formula for future sharing; critical commentary noted that the complete agreement and its repertoire consequences were not public^{40 41}. A later reciprocal arrangement between PPL UK and India's performers' organisation created a route for cross-border collection⁴². In April 2026, industry reporting stated that ISAMRA had distributed ₹100 crore to approximately 26,000 singers and musicians⁴³.

These developments are evidence that collective infrastructure can turn rights into payments. They are not a substitute for legal clarity. A confidential bargain can allocate money between its parties but cannot tell every venue, platform, non-member performer, producer, or court whether the underlying liability is exclusive, remunerative, waivable, or exhausted by one payment. Durable private ordering needs a public statutory baseline.

6.6 Personality rights as a substitute—and an unequal one

Indian courts confronted synthetic performance through personality rights rather than through Chapter VIII of the Copyright Act. In *Arijit Singh v. Codible Ventures LLP*, the Bombay High Court restrained unauthorised commercial exploitation of the singer's name, image, voice, vocal style and other personality attributes, including AI voice-conversion tools. In *Asha Bhosle v. Mayk Inc.*, the court restrained the provision of a tool capable of converting an input voice into that of the singer without consent⁴⁴. Comparable interim orders involving actors

³⁸ Saregama India Ltd. v. Indian Singers' Rights Association, RFA(OS)(COMM) 16, 17 & 18/2017 (Delhi High Court, S. Ravindra Bhat and Sanjeev Sachdeva, JJ., Nov. 2, 2017), <<https://indiankanoon.org/doc/172801283/>>.

³⁹ *Sushila v. Hungama Digital Media Entertainment Pvt. Ltd.*, CS No. 426/18 (Court of the Additional District Judge-01, Patiala House Courts, New Delhi District, Sumit Dass, ADJ, June 8, 2018), judgment PDF at <<https://spicyip.com/wp-content/uploads/2023/05/Sushila-v-hungama-digital-media-entertainment-pvt-ltd-.pdf>>.

⁴⁰ Anand & Anand, Historic agreement between ISRA and the Indian Music Industry (2023, April 27), <<https://www.anandanand.com/news-insights/historic-agreement-between-isra-and-the-indian-music-industry/>>.

⁴¹ Reddy, P, Agreement on royalty sharing signed between ISRA and music labels. SpicyIP (2023, May 11), <<https://spicyip.com/2023/05/agreement-on-royalty-sharing-signed-between-isra-and-music-labels.html>>.

⁴² Phonographic Performance Limited, PPL strikes its first ever deal with ISAMRA for the collection of performer remuneration from India (2024, May 22), <<https://www.ppluk.com/about-us/news/ppl-strikes-its-first-ever-deal-with-isamra-for-the-collection-of-performer-remuneration-from-india/>>.

⁴³ Film Information, ISAMRA distributes Rs. 100 crore in royalties to singers, musicians (2026, April 2), <<https://filminformation.com/news/isamra-distributes-rs-100-crore-in-royalties-to-singers-musicians-2-april-2026/>>.

⁴⁴ *Asha Bhosle v. Mayk Inc.*, Commercial IP Suit (L) No. 13215 of 2025 (Bombay High Court Oct. 3, 2025); see Talwar, S, Bombay High Court protects personality rights of singer Asha Bhosle. LiveLaw (2025, October 3), <<https://www.livelaw.in/high-court/bombay-high-court/bombay-high-court-protects-personality-rights-of-singer-asha-bhosle-305803>>.

and singers have addressed deepfakes, face morphing and generative-AI uses. The immediate protective instinct is understandable: a convincing synthetic performance can spread faster than ordinary damages can repair it.

Yet the doctrinal route has four limitations. First, the personality right remains largely judge-made, assembled from privacy, passing off and publicity concepts without a general Indian statute defining its subject, duration, transfer or exceptions. Second, the cases are dominated by ex parte or interim orders, so their broad formulations have rarely been tested against evidence or speech defences. Third, personality protection is fame-sensitive. Misappropriation is easier to demonstrate when commercial value already attaches to a celebrity persona; the working performer most vulnerable to substitution may not possess such public recognition. Fourth, an injunction against deception or endorsement does not construct a remuneration system for lawful training, licensed replication or mass secondary use.

The statutory silence is particularly striking because sections 38A and 38B were designed for performers. Section 38A(1)(a)(i) reaches reproduction and electronic storage of a performance, and section 38B protects attribution and integrity. But a generative model may learn statistical features from multiple recordings and output words the performer never spoke or sang. The output need not reproduce an identifiable fixation; nor is it naturally described as a distortion of a particular performance. The Copyright Act protects the event and its fixation. Personality doctrine protects identity. Synthetic performance occupies the seam between them.

This seam also has a constitutional dimension. A general celebrity injunction can suppress parody, criticism, biography and ordinary cultural reference. Judicial concern that personality rights were becoming overextended is therefore institutionally important. A statutory digital-replica rule should be narrower and more predictable than omnibus publicity relief: it should require identifiability, lack of informed consent and specified commercial or deceptive use, while preserving news, criticism, parody, scholarship, documentary use and genuinely incidental reference.

6.7 The screen performer's absent case law

A negative finding underpins much of the argument in this article and should be stated explicitly. Searching the reported and publicly available Indian record on the section numbers, on the statutory occupational categories, and on the terms “junior artiste” and “dubbing artist” in combination with “performer’s right” discloses **no Indian decision adjudicating an economic claim by a film actor, television actor, junior artiste or dubbing artiste under section 38A or the proviso to section 38A(2).**⁴⁵ Every decision in which an Indian court has enforced a performer’s royalty entitlement concerns singers, and all of them run through a single collecting society. No reported judgment has decided a claim under section 38B at all.

Nor have Indian screen performers used the chapter when their own image and voice were at stake. *Anil Kapoor v. Simply Life India*, the leading Indian authority on the digital appropriation of an actor’s persona, protected the plaintiff’s name, likeness, voice, manner of speaking, gestures and catchphrase and restrained AI-generated content, deepfakes, face morphing and voice cloning for commercial gain — and cites neither section 38A nor section 38B, resting instead on publicity rights, Article 21 privacy, passing off, dilution and tarnishment.⁴⁶ The only order I have traced in which a screen actor pleads Chapter VIII is *Manchu Vishnu Vardhan Babu v. AreBumDum*, where the court records a plea of violation of the plaintiff’s moral rights in his performances under section 38B alongside personality-rights and defamation claims in a John Doe action against morphed video content; the relief granted rests principally on the personality right.⁴⁷

The explanation is institutional rather than doctrinal. Bad drafting does not by itself produce fourteen years of complete non-use; what produces it is bad drafting combined with the absence of an organisation whose business it is to litigate. Singers had one. The Indian Singers’ Rights Association was incorporated in May 2013 and registered as a performers’ society on 14 June 2013, the first society registered under the post-amendment regime; its membership was recorded as 282 in a Delhi High Court order of January 2018, and the organisation, since rebranded ISAMRA to take in musicians, claimed more than twenty-six thousand members in 2026.⁴⁸ It has

⁴⁵ Searches were run on the section numbers, on the statutory occupational categories, and on the terms “junior artiste” and “dubbing artist” in combination with “performer’s right.” A negative finding of this kind is defeasible by a single unreported order, and is stated as a finding about the reported and publicly available record.

⁴⁶ *Anil Kapoor v. Simply Life India*, CS(COMM) 652/2023 (Delhi High Court, Prathiba M. Singh, J., Sept. 20, 2023), <<https://indiankanoon.org/doc/113724486/>>.

⁴⁷ *Manchu Vishnu Vardhan Babu v. AreBumDum*, CS(COMM) 828/2024 (Delhi High Court, Mini Pushkarna, J., order of Oct. 1, 2024), <<https://indiankanoon.org/doc/115544225/>>; reported at <https://www.verdictum.in/court-updates/high-courts/delhi-manchu-vishnu-varadhan-babu-alias-vishnu-manchu-v-arebumdum-personality-rights-1554091>>.

⁴⁸ ISAMRA, About Us, <https://www.isamracopyright.com/about_us>(recording incorporation on 3 May 2013 and registration under s. 33 of the Copyright Act on 14 June 2013). The membership figure of 282 is recorded in

litigated, negotiated, entered a reciprocal arrangement with Phonographic Performance Limited in the United Kingdom, and announced a distribution. Screen performers had nothing comparable. Rule 68(1) required a separate society for each class of performers and none was formed for actors; the Cine and TV Artists' Association is a welfare and dispute-resolution body rather than a collecting society, and has produced no residuals framework and no equivalent of the digital-replica provisions American performers obtained through collective bargaining in 2023 and 2025.

That may now be changing, and the development deserves more attention than it has received. On 30 April 2026 the Copyright Office issued a public notice inviting objections to the application of the All India Performers Association for registration as a Performers' Society under the Copyright Act, with a forty-five-day window; the application is reported to propose administration of performers' rights across categories including actors, singers, musicians and other performing artists.⁴⁹ Rule 68(1) contemplates a separate society for each class, with a discretion in the Central Government to permit a combined society where the performances are interconnected or closely related — a discretion that would have to be exercised for an application of this breadth. If registration follows, India will for the first time have an institutional vehicle capable of putting the questions that sections 4 and 5 above show to be unresolved. The conditions attached to that registration will matter more over the next decade than any single judgment, and section 10.5 below returns to them.

7. International Law and India's Asymmetric Position

India deposited its instrument of accession to the WPPT on 25 September 2018 and the treaty entered into force for India on 25 December 2018. India signed the Rome Convention on 26 October 1961 but never ratified it, and it is not a contracting party to the Beijing Treaty, whose contracting parties numbered 48 on the status list published in March 2025^{50 51 52}. These choices create a notable asymmetry. India has joined the principal digital treaty for audio performers but has reserved against the treaty's most commercially significant default remuneration rule.

Under its Article 15(3) notification, India declared that it would not apply the WPPT Article 15(1) right to a single equitable remuneration for broadcasting and communication to the public of commercially published phonograms. The Court of Justice of the European Union recorded that reservation in *Recorded Artists Actors Performers Ltd. v. Phonographic Performance (Ireland) Ltd.* ("RAAP") while deciding whether EU law could exclude third-country performers from shared remuneration. The Court concluded that such limitations required EU legislative action and could not be introduced independently by a Member State⁵³.

India's reservation is difficult to reconcile with the domestic narrative that the 2012 amendment secured a performer's share in commercial exploitation. It may limit reciprocal collections abroad, complicate national-treatment analysis, and weaken the argument that foreign users should pay Indian performers when India has declined the treaty baseline. At the same time, the reservation does not prevent India from legislating a domestic remuneration right. It is a policy choice, not an interpretive answer to sections 38A and 39A.

The Beijing Treaty offers a better template for audiovisual production. Transfer or a rebuttable presumption can give the producer sufficient control to finance and exploit a film. The performer can retain remuneration, moral rights, and contractual protections. Comparative research prepared for WIPO before the treaty negotiations showed how sharply the United States and France differed on the legal character and transfer of audiovisual

the Delhi High Court's order of 16 January 2018 consolidating the ISRA restaurant suits, reported at <<https://www.livewlaw.in/indian-singers-rights-associations-battle-restaurants-delhi-hc-directs-matters-listed-bench-march-read-order>>. The 2026 membership and distribution figures are the organisation's own and are not supported by an audited public distribution report.

⁴⁹ Copyright Office public notice of 30 April 2026 inviting objections to the application of the All India Performers Association for registration as a Performers' Society, reported in IPRMENTLAW Weekly Highlights (April 27 – May 3, 2026), <<https://iprmentlaw.com/2026/05/03/iprmentlaw-weekly-highlights-april-27-may-3-2026/>> (45-day objection window; application reported to cover actors, singers, musicians and other performing artists).

⁵⁰ WIPO, WPPT Notification No. 92: Accession by the Republic of India, <https://www.wipo.int/wipolex/en/treaties/notifications/details/treaty_wppt_92>; India's declarations are summarised at <<https://www.wipo.int/wipolex/en/treaties/parties/remarks/IN/20>>.

⁵¹ WIPO, Rome contracting parties, <https://www.wipo.int/wipolex/en/treaties/ShowResults?search_what=C&treaty_id=17>.

⁵² WIPO, Beijing Treaty contracting parties, <https://www.wipo.int/wipolex/en/treaties/ShowResults?search_what=C&treaty_id=841>; status list (48 contracting parties, dated Mar. 3, 2025) at <<https://www.wipo.int/documents/d/treaties/docs-en-beijing.pdf>>.

⁵³ Recorded Artists Actors Performers Ltd. v. Phonographic Performance (Ireland) Ltd., Case C-265/19, ECLI:EU:C:2020:677. <<https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:62019CJ0265>>.

performers' interests, while also revealing a common production need for predictable chain of title⁵⁴. Scholarship on the final treaty cautions that transfer clauses can reproduce the bargaining power of producer-exporting markets unless national law makes remuneration meaningful^{55 56}. That warning fits India. A formal royalty promise without information, accounting, and collective enforcement is inexpensive to grant and hard to realise.

The warning has a long pedigree. Rome Convention Article 19 withdrew treaty protection once a performer consented to incorporation in an audiovisual fixation; its effect was total, and its ancestry runs back to the Monaco Draft of 1957. Beijing Article 12 modernises rather than abandons the same clearing device by permitting national transfer presumptions after consent. It is worth being precise about the structure of that Article, because it is often described loosely. Article 12(1) permits a Contracting Party to provide that consent to fixation transfers or vests the exclusive rights in the producer; Article 12(2) permits a requirement that the consent be in writing and signed; Article 12(3) then provides that, independently of any such transfer, national laws or individual, collective or other agreements *may* provide the performer with a right to royalties or equitable remuneration for any use of the performance. Article 12(3) is a savings clause, not a mechanism: it obliges no State to do anything, and no State makes a declaration under it. The notified Beijing declarations are made under Article 11(2) and (3), by which a Contracting Party may substitute a remuneration right for the authorisation right in respect of broadcasting and communication to the public — China, Japan, Liechtenstein, Mexico, Peru, the Republic of Korea, Samoa, Slovakia and Switzerland have filed such declarations.⁵⁷ The design point survives the clarification, and it is the point on which the reform in section 10 turns: clearing a production and preserving participation are separable decisions, and the participation rule has to be made at home. India's section 38A(2) belongs to this lineage. Production clearance is legitimate, but the historical pattern shows why consent cannot carry the whole distributive burden. If consent to fixation simultaneously places future exclusive rights beyond objection, and the surviving royalty is neither clearly non-waivable nor operationally defined, the law creates a right principally at the moment it can be transferred away. Treaty accession should therefore be sequenced with domestic legislation: first establish an unwaivable remuneration floor and mode-specific information duties; then adopt the producer-clearance mechanism.

International forums have not yet supplied a comparable rule for synthetic identity. Rome, TRIPS, the WPPT and Beijing regulate performances, fixations and communications; they do not define a performer's voice or likeness as an independent protected object, nor do they allocate revenue from model training. WIPO discussions on synthetic media are valuable agenda-setting exercises, but they do not cure the domestic classification gap. This makes national experimentation important, while also increasing the risk that cross-border platforms encounter incompatible rules on consent, exceptions, post-mortem rights and remedies.

There is a further asymmetry, and it emerged very recently. At its forty-seventh session in December 2025 the WIPO Standing Committee on Copyright and Related Rights adopted the African Group's proposal for a study on the rights of audiovisual **authors** and their payment mechanisms and directed the Secretariat to prepare it. The parallel African Group proposal for a study on the rights of audiovisual **performers** and their payment mechanisms was merely "taken note of," the Committee deciding that it would "be further discussed at the next session."⁵⁸ Authors were commissioned; performers were deferred. A deferred study is not, by itself, a great deal; but the sequence is exact enough to be worth noticing. In 2012 the Indian Parliament wrote a detailed, non-

⁵⁴ Ginsburg, J. C., & Lucas, A, Study on transfer of the rights of performers to producers of audiovisual fixations—Multilateral instruments; United States of America; France (WIPO Doc. AVP/IM/03/4). World Intellectual Property Organization (2003),

<https://www.wipo.int/edocs/mdocs/copyright/en/avp_im_03/avp_im_03_4.pdf>.

⁵⁵ Pessach, G, The Beijing Treaty on Audiovisual Performances—The return of the North? In S. Frankel, D. Gervais, S. Shyamkrishna Balganes, & H. Sun (Eds.), The evolution and equilibrium of copyright in the digital age. Cambridge University Press (2014), <<https://ssrn.com/abstract=2490923>>.

⁵⁶ von Lewinski, S, The Beijing Treaty on Audiovisual Performances. Max Planck Institute for Intellectual Property and Competition Law Research Paper No. 13-09 (2013), <https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2239109>.

⁵⁷ Beijing Treaty on Audiovisual Performances arts. 11(2)–(3), 12(1)–(3), June 24, 2012, <<https://www.wipo.int/wipolex/en/treaties/textdetails/12213>>; declarations recorded in WIPO's Beijing Treaty status list, *supra* note 30.

⁵⁸ WIPO Standing Committee on Copyright and Related Rights, Summary by the Chair, 47th Session (Geneva, Dec. 1–5, 2025), paras. 24–25,

<https://www.wipo.int/edocs/mdocs/copyright/en/sccr_47/sccr_47_summary.pdf>. The performers' proposal is African Group, Proposal for a Study on the Rights of Audiovisual Performers and Their Payment Mechanisms for the Exploitation of Their Performances, WIPO Doc. SCCR/47/4 (Oct. 1, 2025), <https://www.wipo.int/edocs/mdocs/copyright/en/sccr_47/sccr_47_4.docx>; the authors' study is WIPO Doc. SCCR/44/7 REV.2.

waivable, equal-share royalty regime for audiovisual authors and gave audiovisual performers one sentence. In 2025 the multilateral system commissioned a study on the remuneration of audiovisual authors and postponed the one on performers. The same constituency loses at both levels, in the same order, and for the same reason: authors have organised societies with a legislative programme, and audiovisual performers, in most of the world and until 2026 in all of India, do not. India, with roughly twenty thousand voice artists, more than ten thousand registered junior artistes and one of the world's largest annual film outputs, has an obvious interest in supporting that study at the Committee's next session.

8. Comparative Models

8.1 European Union: remuneration plus contract correction

European law distinguishes the performer's exclusive rights from the remuneration attached to mass use. Article 8(2) of Directive 2006/115 requires users of a phonogram published for commercial purposes to pay a single equitable remuneration for broadcasting or communication to the public. The payment is shared between the relevant performers and phonogram producers. Article 5 separately protects an unwaivable equitable-remuneration claim when a performer transfers a rental right to a producer⁵⁹. The statutory phrase "single equitable remuneration" does important administrative work: it recognises both constituencies while avoiding two independent vetoes over the same secondary use.

The European Union has also moved beyond initial contract formalities. The Digital Single Market Directive requires appropriate and proportionate remuneration, regular exploitation information, a contract-adjustment mechanism when agreed remuneration becomes disproportionately low, alternative dispute resolution, and, in defined circumstances, revocation for non-use. Member States retain room in implementation, and collective bargaining can shape the details, but the architecture recognises that consent at the start of a career does not guarantee fairness throughout a recording's economic life⁶⁰.

Term extension supplies a related safeguard for session performers. Directive 2011/77 extended the term for phonograms and fixed performances to seventy years and introduced a supplementary fund, financed by twenty per cent of certain producer revenues after the fiftieth year, for performers paid on a one-off basis. It also created "use it or lose it" mechanisms⁶¹. India need not copy the longer term to learn from the technique: buy-out contracts and dormant catalogue rights can be corrected without dismantling producer ownership.

One qualification is essential, and it is usually omitted from Indian accounts of the European model. The Union protects performers well and audiovisual performers badly, and the gap is structural rather than accidental. Article 8(1) of Directive 2006/115 confers a broadcasting and communication right on performers but excludes performances "made from a fixation" — which is every screen performance that has ever been exploited — and the single equitable remuneration in Article 8(2) is confined to phonograms.⁶² What remains for the audiovisual performer at Union level is the making-available right under Article 3(2)(a) of the Information Society Directive, which is exclusive and therefore transferable, and which is in practice transferred at engagement; and the unwaivable rental remuneration of Article 5(2), which matters less each year as physical rental disappears. AEPO-ARTIS put the point precisely: although making available can be regarded as a form of communication to the public, performers have no remuneration right when the making-available right is transferred to a producer, contrary to the position for broadcasting and communication to the public.⁶³ The Council of Europe's audiovisual observatory reached the same conclusion in 2023.⁶⁴ The Digital Single Market Directive helps only partially. Articles 18 to 23 apply to performers, and Articles 19 to 21 are protected against contrary agreement by Article

⁵⁹ Directive 2006/115/EC of the European Parliament and of the Council of 12 December 2006 on rental right and lending right and on certain rights related to copyright in the field of intellectual property, 2006 O.J. (L 376) 28. <<https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32006L0115>>.

⁶⁰ Directive (EU) 2019/790 of the European Parliament and of the Council of 17 April 2019 on copyright and related rights in the Digital Single Market, 2019 O.J. (L 130) 92. <<https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX%3A32019L0790>>.

⁶¹ Directive 2011/77/EU of the European Parliament and of the Council of 27 September 2011 amending Directive 2006/116/EC on the term of protection of copyright and certain related rights, 2011 O.J. (L 265) 1. <<https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32011L0077>>.

⁶² Directive 2006/115/EC arts. 8(1)–(2), *supra* note 35.

⁶³ AEPO-ARTIS, Performers' Rights in International and European Legislation: Situation and Elements for Improvement (Oct. 2018), <https://www.aepo-artis.org/wp-content/uploads/2022/07/AEPO-ARTIS-Study-2018-Performers-Rights-in-International-and-European-_20181161711.pdf>.

⁶⁴ Amélie Lacourt, Justine Radel-Cormann & Sophie Valais, Fair Remuneration for Audiovisual Authors and Performers in Licensing and Contractual Agreements, IRIS Plus 2023-3 (European Audiovisual Observatory, Council of Europe, Dec. 2023), <<https://rm.coe.int/iris-plus-2023-03en-fair-remuneration-for-creators-in-exploitation-con/1680addf8c>>.

23(1) — but Article 18, the principle of appropriate and proportionate remuneration, is conspicuously not on that list.⁶⁵ A principle that can be contracted around is a principle, not a right. The Member States that produce real money for audiovisual performers are those that had statutory remuneration mechanisms independently of the Directive, and Spain is the clearest example.

8.2 France: personality, consent, and mode-specific payment

French law treats performance as both economic contribution and personal expression. Article L212-2 of the Intellectual Property Code gives performers an inalienable and perpetual moral right to respect for their name, status, and interpretation. Article L212-3 requires written authorisation for fixation, reproduction, and public communication and links transfers to appropriate and proportionate remuneration⁶⁶.

For audiovisual productions, the contract concluded for making the work constitutes authorisation for fixation, reproduction, and public communication, but remuneration must be stated distinctly for each mode of exploitation. This couples efficient clearance with granular accounting⁶⁷. For commercial phonograms used in public communication or broadcasting, Article L214-1 creates remuneration divided equally between performers and producers⁶⁸.

France therefore resolves a problem India has left implicit. A producer can hold sufficient exploitation authority without extinguishing the performer's payment claim. The user-facing licence and the internal distribution entitlement are distinct. A statutory half share also reduces the risk that a subordinate rule is asked to do the work of primary legislation.

8.3 United Kingdom: a personal claim administered collectively

The United Kingdom's Copyright, Designs and Patents Act 1988 gives a performer equitable remuneration when a commercially published sound recording is played in public or communicated to the public, subject to specified exclusions. The right cannot be assigned except to a collecting society, and an agreement purporting to exclude or restrict it is void. The performer's share is determined by agreement or, failing agreement, by the Copyright Tribunal⁶⁹. A separate consent right governs making available on demand⁷⁰.

This is a particularly useful comparator for India. It classifies linear public use as remuneration and interactive access as exclusive control. It makes the payment claim personal and non-contractible while allowing collective administration. It also supplies an institutional method for setting the share. UK law protects performer identification and integrity interests through separate moral rights^{71 72}.

The UK debate about streaming shows the model's limits. On-demand services are legally distinct from radio and public performance, so equitable remuneration does not automatically attach. Parliamentary and government studies have examined whether streaming economics justify an additional performer payment while warning that reallocating platform revenue can affect investment, labels, and featured artists differently^{73 74}. India should not label every digital transmission "communication to the public" without deciding whether it is linear, interactive, licensed, or remunerative.

The United Kingdom also supplies the best empirical record of what happens to performer income on the audiovisual side, where the equitable-remuneration right does not reach. A CREATE survey of United Kingdom audiovisual performers, commissioned by the British Equity Collecting Society and published in October 2024, found median annual performer earnings of £17,500 against a national median of £34,963; that ninety-six per cent

⁶⁵ Directive (EU) 2019/790 arts. 18, 23(1), *supra* note 36; Directive 2001/29/EC art. 3(2)(a), 2001 O.J. (L 167) 10, <<https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32001L0029>>.

⁶⁶ French Intellectual Property Code, arts. L212-1–L212-15.

<https://www.legifrance.gouv.fr/codes/section_lc/LEGITEXT000006069414/LEGISCTA000006161643/>.

⁶⁷ French Intellectual Property Code, art. L212-4,

<https://www.legifrance.gouv.fr/codes/article_lc/LEGIARTI000032859376>.

⁶⁸ French Intellectual Property Code, art. L214-1,

<https://www.legifrance.gouv.fr/codes/article_lc/LEGIARTI000032859476>.

⁶⁹ CDPA 1988, s. 182D, <<https://www.legislation.gov.uk/ukpga/1988/48/section/182D>>.

⁷⁰ CDPA 1988, s. 182CA, <<https://www.legislation.gov.uk/ukpga/1988/48/section/182CA>>.

⁷¹ CDPA 1988, s. 205C, <<https://www.legislation.gov.uk/ukpga/1988/48/section/205C>>.

⁷² CDPA 1988, s. 205F, <<https://www.legislation.gov.uk/ukpga/1988/48/section/205F>>.

⁷³ House of Commons Digital, Culture, Media and Sport Committee, Economics of music streaming (Second Report of Session 2021–22) (2021),

<<https://publications.parliament.uk/pa/cm5802/cmselect/cmcumeds/50/5006.htm>>.

⁷⁴ UK Intellectual Property Office, The potential economic impact of equitable remuneration on performers and the music market in the UK (2024), <<https://www.gov.uk/government/publications/equitable-remuneration-er-in-the-streaming-age/the-potential-economic-impact-of-er-on-performers-and-the-music-market-in-the-uk>>.

of respondents perceived buy-out contracts to be increasing; that eighty-four per cent reported the value of residuals and royalties to be falling; that nineteen per cent had been asked to supply images or audio for digital lookalikes or soundalikes; and that eight per cent had had digital versions of themselves created without consent.⁷⁵ These are figures from a mature market with strong unions, a functioning collecting society and a developed body of performers' rights. They describe a profession being contracted out of its own income, and they indicate what an Indian audiovisual sector without any of those institutions is likely to look like when it is finally measured.

8.4 United States: a narrow federal right and contractual substitution

United States federal law is the outlier among the comparators. Section 106(6) of Title 17 provides a public-performance right in sound recordings only for digital audio transmissions. Section 114 establishes the detailed statutory-licensing structure. There is no general federal sound-recording performance right for terrestrial radio or ordinary in-premises play comparable to the European single-remuneration model⁷⁶. Performers frequently depend on contracts, union agreements, the copyright in an authored work where applicable, state publicity law, and specialised regimes.

The system demonstrates both the strength and weakness of contractual ordering. Collective bargaining can secure residuals and, more recently, consent protections for artificial-intelligence uses. But non-featured, non-union, and low-bargaining-power performers may not receive comparable terms. The gap between a profitable use and the absence of a federal neighbouring-right payment is therefore structural, not accidental.

The United States is also developing a separate response to digital replicas. The Copyright Office has recommended a federal right against unauthorised digital replicas, and the proposed NO FAKES legislation has continued to evolve; as of September 2026 it has advanced legislatively but is not enacted federal law^{77 78}. The emerging lesson is that voice identity is not adequately protected by the copyright in a particular recording. India faces the same conceptual gap.

8.5 Australia: co-ownership with dense exceptions

Australian law protects performers against unauthorised recording and certain subsequent dealings, recognises performer moral rights, and can make performers co-owners of copyright in sound recordings of live performances. Ownership is modified by exceptions concerning commissioned recordings, employment, and remunerated performances. The result provides performers with a proprietary stake but requires careful attention to the conditions under which the stake arises^{79 80}.

Australia's experience warns against assuming that co-ownership alone ensures payment. Ownership fragments can complicate clearance, and exceptions may place commercially common performers outside the most valuable category. The administrable question remains the same: which uses require consent, which generate remuneration, and who collects. Continuing debate over remuneration for radio play confirms that formal rights and distribution policy remain distinct⁸¹.

8.6 Spain: mandatory collective management as the operative device

Spain's consolidated Intellectual Property Law is the most technically developed instrument in this group, and its distinctive contribution is institutional rather than substantive.

Article 108(3) provides that a performer who has transferred or assigned to a producer of phonograms or of audiovisual recordings the making-available right "shall retain the unwaivable right to obtain equitable

⁷⁵ CREATE, University of Glasgow, UK Audiovisual Performers: A Survey of Earnings and Contracts (commissioned by the British Equity Collecting Society, Oct. 3, 2024), summarised at <https://www.gla.ac.uk/news/headline_1115071_en.html>.

⁷⁶ 17 U.S.C. Secs 106(6), 114, <<https://www.copyright.gov/title17/92chap1.html>>.

⁷⁷ U.S. Copyright Office, Copyright and artificial intelligence, Part 1: Digital replicas (2024), <<https://www.copyright.gov/ai/>>.

⁷⁸ U.S. Representative María Elvira Salazar, Rep. Salazar's NO FAKES Act advances out of Senate Judiciary Committee unanimously (2026, June 18), <<https://salazar.house.gov/media/press-releases/rep-salazars-no-fakes-act-advances-out-senate-judiciary-committee-unanimous>>.

⁷⁹ Arts Law Centre of Australia, Performers' rights (2023), <<https://www.artslaw.com.au/information-sheet/performers-rights/>>.

⁸⁰ Copyright Act 1968 (Cth) (Australia), <<https://www.legislation.gov.au/C1968A00063/latest/text>>.

⁸¹ Australian Attorney-General's Department, Government response to the Senate committee report on the Copyright Legislation Amendment (Fair Pay for Radio Play) Bill 2023 (2026), <<https://www.ag.gov.au/rights-and-protections/publications/government-response-senate-legal-and-constitutional-affairs-legislation-committee-report-copyright-legislation-amendment-fair-pay-radio-play-bill-2023>>.

remuneration from whoever carries out such making available.”⁸² Article 108(5) obliges users of audiovisual recordings employed for the acts of public communication specified in Article 20(2)(f) and (g) — exhibition, and broadcasting or retransmission — to pay performers and producers according to the general tariffs of the relevant collecting society, and obliges users of audiovisual recordings for *any other* act of communication to the public to pay performers equitable remuneration.⁸³ Article 110 contains the corresponding contract rule: where a performer’s services are engaged under an employment or services contract, the employer acquires the exclusive reproduction and communication rights deducible from the nature and object of the contract, but that presumption expressly does not extend to the remuneration rights in Article 108(3), (4) and (5).⁸⁴

Article 108(6) makes the rest operative. The remuneration rights “shall be made effective through the intellectual property collective management entities,” and that effectiveness comprises negotiation with users, determination, collection and distribution, and any other action necessary to secure the rights.⁸⁵ Collective management in Spain is not an option; it is the delivery mechanism the statute selects. The point is easy to miss and hard to overstate. An individual actor cannot audit a platform, cannot fund a tariff dispute and cannot detect use. A statute that confers a remuneration right without a mandatory collecting body has conferred a cause of action on a party who cannot bring it — which is, in substance, what the proviso to India’s section 38A(2) has done.

The Spanish structure produced, in June 2020, an agreement between AISGE and Netflix expressly founded on Article 108(3), covering the platform’s Spanish catalogue from late 2015 to the end of 2018 and calculated on Netflix’s Spanish revenues, with parallel negotiations opened with other services.⁸⁶ That is a global platform paying screen actors, under a statutory head, for a period preceding the negotiation.

8.7 Chile, Colombia and Argentina: the drafting of unwaivability

Latin America has run the clearest natural experiment in this field, and it is almost entirely absent from Indian scholarship.

Chile. Law No. 20,243 of 2008 is, in drafting terms, the cleanest instrument available. Article 3 provides that the performer of an audiovisual work, “even after the assignment of his economic rights,” holds an **unwaivable and untransferable** right to remuneration for four categories of act: public communication and broadcasting by television channels, cable operators, broadcasting organisations and cinemas; making available by interactive digital means; public rental; and the direct use of the videogram for profit in venues accessible to the public. Article 4 provides that payment “shall be demandable from whoever carries out” any of those acts, and permits collection through collective management entities, with amounts determined under the general tariff machinery of Law 17,336.⁸⁷

Four choices are doing the work, and each is transposable. The right is expressed to survive assignment, which removes the argument that a comprehensive buy-out has extinguished it. It is both *irrenunciable* and *intransferible*, closing the two routes by which a right conferred on a weak party is captured by a strong one — waiver at engagement, and assignment in gross. The debtor is the person who performs the exploiting act, which relocates the payment obligation from the producer, who has already paid a fee and treats it as final, to the broadcaster, cinema or platform, which is monetising the work now and can price the obligation. And the triggering acts are enumerated, including making available, so that streaming sits inside the right rather than being argued about.

The Chilean model has been tested against a global platform. On 29 May 2026 the First Civil Court of Santiago ordered Amazon to pay Chileactores approximately CLP 6.52 billion, plus interest and adjustment, on a tariff applied since January 2021 to the platform’s Chilean revenues for audiovisual works over thirty minutes.⁸⁸ The

⁸² Real Decreto Legislativo 1/1996, Texto Refundido de la Ley de Propiedad Intelectual art. 108(3) (Spain), <<https://www.boe.es/buscar/act.php?id=BOE-A-1996-8930>>.

⁸³ Id. art. 108(5), read with art. 20(2)(f)–(g).

⁸⁴ Id. art. 110.

⁸⁵ Id. art. 108(6).

⁸⁶ AISGE y Netflix firman un acuerdo para pagar a los artistas el derecho de remuneración por la puesta a disposición al público de sus interpretaciones audiovisuales, Instituto Autor (June 2020), <<https://institutoautor.org/espana-aisge-y-netflix-firman-un-acuerdo-para-pagar-a-los-artistas-el-derecho-de-remuneracion-por-la-puesta-a-disposicion-al-publico-de-sus-interpretaciones-audiovisuales/>>.

⁸⁷ Ley No. 20.243, arts. 3–4 (Chile), promulgated Jan. 16, 2008, published Feb. 5, 2008, <<https://www.wipo.int/wipolex/en/legislation/details/10762>>; Spanish text also reproduced in WIPO Doc. OMPI/DA/SDO/14 (Chile),

<https://www.wipo.int/edocs/mdocs/copyright/es/ompi_da_sdo_14/ompi_da_sdo_14_ref_z_chile.pdf>.

⁸⁸ Chileactores le gana a Amazon: justicia ordena el pago de \$6.500 millones por derechos impagos, BioBioChile (June 2, 2026), <<https://www.biobiochile.cl/noticias/espectaculos-y-tv/cine-y-series/2026/06/02/chileactores-le-gana-a-amazon-justicia-ordena-el-pago-de-6-500-millones-por-derechos>>.

judgment is first-instance and appealable and should be cited as such. Its significance is not the quantum but the demonstration that a statute of 2008 conferring a right on individual actors was enforceable in 2026 against a streaming service by a collecting society, on a tariff, without the actors having to prove anything about their contracts.

Colombia. Colombia did the same work twice, seven years apart, and kept the two exercises separate. Law 1403 of 2010, the *Ley Fanny Mikey*, added Article 168 to Law 23 of 1982. Its structure is the Rome Article 19 device followed immediately by its correction: once performers authorise incorporation of their performance in a fixation of images or images and sounds, the specified prohibitory provisions cease to apply, but performers nonetheless retain the right to equitable remuneration for the public communication of the audiovisual works in which their performances are fixed, without power to prohibit, alter or suspend the producer's commercial exploitation, the right being made effective through collective management societies. A further paragraph defines the beneficiary as a person playing a principal, secondary or supporting role as provided in the script.⁸⁹ Law 1835 of 2017, the *Ley Pepe Sánchez*, did the corresponding work for audiovisual **authors**, amending Article 98 of Law 23 of 1982 so that directors and screenwriters retain in all events a right to equitable remuneration for acts of public communication including making available and commercial rental, payable directly by the person carrying out the communication; the Constitutional Court upheld it in 2019 against challenges founded on contractual freedom and acquired rights.⁹⁰

Two features matter for India. The first is the deliberate separation of the performer statute from the author statute. Colombia did not attempt to reach performers by analogy from a provision drafted for authors, which is the manoeuvre that failed in *Sushila*, but legislated separately for each. The second is that the arrangement distributes. The audiovisual performers' society ACTORES reported a national distribution in 2024 of COP 5,290,730,647 to 2,627 actors, covering open television, cable, hotels, digital platforms and cinema chains.⁹¹ That is a modest programme by absolute standards and an enormous one by comparison with India, where the corresponding number is zero.

Argentina. Argentina belongs here as the cautionary case. Decree 1914/2006 recognised performers' entitlements in respect of the exploitation, use, interactive making available or communication to the public of performances fixed in audiovisual recordings, reaching broadcasters, cable distributors, cinemas, transport operators, hotels and on-demand services, and recognised SAGAI as the representative body for actors and dancers. Law 27,203 of 2015, the *Ley del Actor*, is principally a labour statute, but its Article 8 provides that the intellectual property rights of the persons covered may in no case be deemed included in the agreed wage remuneration.⁹² Two weaknesses have shown. The Decree expressly preserves individual bargaining, reserving to actors and dancers the right to conclude particular agreements and providing that collecting societies may not limit rightholders' ability to administer their rights individually; a remuneration right that can be administered individually can be waived individually, and in a market with the bargaining asymmetries of screen production that is a distinction without much difference. And the institutional arrangement has proved unstable: Decree 143/2025 amended the 2006 Decree to refer to authorised collective management societies generally rather than to SAGAI exclusively.⁹³ The lesson for India is precise. The Chilean and Spanish statutes work because they close the exits — unwaivable, untransferable, mandatorily collectively managed. Argentina left the exits open and has spent two decades in

impagos.shtml>; Tribunal condena a Amazon a pagar más de \$6.500 millones a gremio de actores chilenos, *Diario Financiero* (June 2026), <<https://www.df.cl/empresas/multinacionales/tribunal-condena-a-amazon-a-pagar-mas-de-6-500-millones-a-gremio-de>>; Chileactores, Declaración pública: juicio contra Amazon, <<https://chileactores.org/declaracion-publica-juicio-contra-amazon-un-hito-para-la-cultura-y-el-respeto-a-los-derechos-de-las-y-los-artistas>>.

⁸⁹ Ley 1403 de 2010 (Colom.), art. 1, adding art. 168 to Ley 23 de 1982, *Diario Oficial* No. 47.775 (July 19, 2010), <<https://www.wipo.int/wipolex/en/text/190619>>.

⁹⁰ Ley 1835 de 2017 (Colom.), amending art. 98 of Ley 23 de 1982, <<https://www.derechodeautor.gov.co/es/ley-1835-de-2017-por-la-cual-se-modifica-el-articulo-98-de-la-ley-23-de-1982-sobre-derechos-de-autor>>; Corte Constitucional de Colombia, Sentencia C-069/19 (Feb. 20, 2019), <<https://www.corteconstitucional.gov.co/relatoria/2019/C-069-19.htm>>.

⁹¹ ACTORES Sociedad Colombiana de Gestión, Distribución Nacional 2024, <<https://actores.org.co/noticias/2024/DN/distribucion-nacional-2024.html>>.

⁹² Decreto 1914/2006 (Arg.), <<https://servicios.infoleg.gob.ar/infolegInternet/anexos/120000-124999/123500/texact.htm>>; Ley 27.203 (Arg.) art. 8, *Boletín Oficial* (Nov. 26, 2015), <<https://www.boletinoficial.gob.ar/detalleAviso/primera/136860/20151126>>.

⁹³ Decreto 143/2025 (Arg.), *Boletín Oficial* (Feb. 28, 2025), <<https://www.boletinoficial.gob.ar/detalleAviso/primera/322046/20250228>>.

negotiation. India, drafting in the 2020s, should not repeat the Argentine choice on the theory that flexibility is a virtue. For a party with no bargaining power, flexibility is the mechanism of loss.

8.8 Mexico, May 2026: regulating the contract and the replica together

The most important recent development in this field anywhere is Mexico's decree of 14 May 2026, which amended the Federal Labour Law and the Federal Copyright Law in a single instrument, in the matter of the rights of working persons who are performers.⁹⁴ It is the newest comparator available and, for India, probably the most instructive, because it addresses definitional exclusion, contractual capture and synthetic replication at the same time.

On the definitional side, Article 116 of the Copyright Law now names the dubbing actor (*actor de doblaje*) expressly in the list of performers, alongside actors, narrators, announcers, singers, musicians and dancers.⁹⁵ Mexico's response to the class of performers that industry practice does not credit was to name them in the statute; India's, in 2012, was to define them out of it.

On the contractual side, Article 120 provides that where a contractual clause is doubtful, the interpretation most favourable to the performer prevails — a *contra proferentem* rule written into copyright law and directed at the party who does not draft.⁹⁶ Articles 73 to 75 impose formalities on advertising contracts: an initial maximum term of six months, additional compensation equal to the original fee for extensions beyond that, re-authorisation and inflation-adjusted rates after a year, mandatory specification of platforms, geolocation, duration and territory, and a prohibition on unilateral modification.⁹⁷ On the labour side, Article 305 Bis of the Federal Labour Law requires the employment contract to specify the conditions of any use of artificial intelligence and the corresponding compensation for exploitation of voice or image; Articles 308 to 310 require written agreements for work performed outside Mexico or outside the performer's place of residence and impose basic dressing-room standards.⁹⁸

On synthetic replication, Article 118 now includes among the performer's rights the ability to oppose the supplanting of their interpretations or performances by artificial-intelligence systems or any other technology resulting in the generation of clones, and Article 121 requires that any cloning or supplanting of voice or image by artificial-intelligence systems be the subject of a prior written agreement, with express consent, subject to exceptions for parody, satire and creative imitation that do not clone, supplant or replace the performer's professional services.⁹⁹ Article 117 Bis, inserted in 2003, separately confers on performers an *irrenunciable* right to remuneration for uses of their performances made for direct or indirect profit.¹⁰⁰

Three points are worth carrying forward. Mexico legislates for performers as workers and as rightholders in one exercise, which is the correct description of what a junior artiste or dubbing artist actually is. It regulates the contract rather than creating a new freely transferable identity asset, which avoids the alienability trap that has attended the American right of publicity. And it was enacted in May 2026, which disposes of any suggestion that the Indian reform proposed in section 10 would be exotic or premature.

8.9 China, Japan and South Korea: separating recordings, identity and computational use

China supplies the clearest statutory separation between a recorded performance and the performer's voice. Copyright Law Article 40 allocates rights in duty performances according to agreement and, absent agreement, may vest important economic rights in the performing entity while preserving attribution and protection of the performer's image¹⁰¹. Separately, the Civil Code protects voice by applying the rules governing portrait rights.

⁹⁴ Decreto por el que se reforman y adicionan diversas disposiciones de la Ley Federal del Trabajo y de la Ley Federal del Derecho de Autor, en materia de derechos de las personas trabajadoras artistas intérpretes o ejecutantes, Diario Oficial de la Federación (May 14, 2026), <https://dof.gob.mx/nota_detalle.php?codigo=5787418&fecha=14%2F05%2F2026>; decree text at <https://www.diputados.gob.mx/LeyesBiblio/ref/lfd/LFDA_ref16_14may26.pdf>; consolidated Federal Copyright Law at <<https://www.diputados.gob.mx/LeyesBiblio/pdf/LFDA.pdf>>.

⁹⁵ Ley Federal del Derecho de Autor art. 116 (Mex.), as amended.

⁹⁶ Id. art. 120 (“En caso de duda en las cláusulas contractuales, prevalecerá la interpretación más favorable al artista intérprete o ejecutante”).

⁹⁷ Id. arts. 73–75; see also the practitioner summary at Guía sobre la reforma 2026: derechos de las personas trabajadoras artistas intérpretes o ejecutantes, Justia México (May 21, 2026), <<https://mexico.justia.com/blog/guia-sobre-la-reforma-2026-derechos-de-las-personas-trabajadoras-artistas-intérpretes-o-ejecutantes/>>.

⁹⁸ Ley Federal del Trabajo arts. 305 Bis, 307–310 (Mex.), as amended by the decree of 14 May 2026, <https://www.diputados.gob.mx/LeyesBiblio/ref/lft/LFT_ref54_14may26.pdf>.

⁹⁹ Ley Federal del Derecho de Autor arts. 118 fr. VII, 121 (Mex.), as amended.

¹⁰⁰ Id. art. 117 Bis, inserted by the decree published in the Diario Oficial de la Federación on 23 July 2003.

¹⁰¹ Copyright Law of the People's Republic of China, art. 40 (2020 amendment, effective June 1, 2021). <<https://www.wipo.int/wipolex/en/text/475034>>.

Chinese courts have used that route in disputes involving AI-generated or cloned voices. The conceptual advantage is precision: ownership of a sound recording does not automatically entail ownership of the human vocal identity embodied in it. The disadvantage is fragmentation, because copyright, personality law and platform regulation may produce different defendants and remedies.

Japan approaches machine learning principally through copyright limitations. Article 30-4 permits exploitation for non-enjoyment purposes, including information analysis, subject to statutory limits and unreasonable prejudice to the copyright owner. The Agency for Cultural Affairs has distinguished general analysis from uses intended to generate expression resembling a targeted creator¹⁰². That distinction is useful for performers even though the provision concerns copyright works: general-purpose training and the deliberate construction of an “Arijit Singh model” pose different autonomy and substitution risks. An Indian rule should be triggered by targeted attribution or predominant effect, not by every computational analysis of sound.

South Korea combines neighbouring rights with an expressly personal protection of distinctive identity interests. Its statutory approach under the Unfair Competition Prevention framework treats unauthorised commercial use of economically valuable identifying signs as actionable while preserving limits rooted in fair commercial practice¹⁰³. The transferable-property model should nevertheless be resisted. A performer facing a standard-form engagement should not be required to sell voice, face and movement in perpetuity merely because these attributes have been labelled assets. The more appropriate lesson is to make the identity core inalienable while permitting specific, written, time-bound licences.

8.10 Comparative synthesis

Table 3. Comparative design choices and lessons for India

53. Jurisdiction	54. Secondary use of a commercial phonogram	55. Exploitation of an audiovisual fixation	56. Transfer protection	57. Moral / personality protection	58. Lesson for India
59. European Union	60. Single equitable remuneration shared by performers and producers	61. No general remuneration right: art. 8(1) excludes performances made from a fixation; only making available survives, and it is transferable	62. Unwaivable rental remuneration; DSM transparency, contract adjustment and revocation, but art. 18 is not protected by art. 23(1)	63. Harmonised performer moral rights, narrower than French law	64. Separate mass-use payment from interactive consent, and do not assume the EU model covers screen performers
65. France	66. Statutory remuneration under art. L214-1, generally divided equally	67. No statutory levy; the contract must state remuneration distinctly for each mode of exploitation, with sectoral default scales	68. Audiovisual consent clears exploitation; annual transparency and contract adjustment since 2021	69. Perpetual, inalienable protection of name and interpretation	70. Regulating the contract is cheaper than creating a right, and can be legislated immediately

¹⁰² Agency for Cultural Affairs, Japan, General understanding on AI and copyright in Japan: Overview (2024), <https://www.bunka.go.jp/english/policy/copyright/pdf/94055801_01.pdf>.

¹⁰³ Unfair Competition Prevention and Trade Secret Protection Act, Act No. 911 of 1961, art. 2(1)(l) (Republic of Korea, as amended). https://elaw.klri.re.kr/eng_service/lawView.do?hseq=61735&lang=ENG.

53. Jurisdiction	54. Secondary use of a commercial phonogram	55. Exploitation of an audiovisual fixation	56. Transfer protection	57. Moral / personality protection	58. Lesson for India
71. United Kingdom	72. Personal, non-excludable equitable-remuneration claim under s. 182D	73. Not covered; buy-outs dominate, and measured performer earnings are falling	74. Assignable only to a collecting society; Copyright Tribunal sets the division	75. Identification and integrity rights	76. Treat linear public use as one payment and on-demand use as exclusive; expect buy-outs to spread where no right attaches
77. United States	78. Federal right limited to digital audio transmission	79. None; residuals and digital-replica terms come from collective bargaining	80. Predominantly contract and collective bargaining	81. State publicity law; proposed federal digital-replica protection	82. Contract cannot substitute for a statutory floor across an unorganised market
83. Australia	84. Consent, co-ownership and remuneration vary by use and exception	85. Limited; ownership turns on commissioning, employment and payment context	86. Ownership depends on status tests	87. Performer moral rights	88. Avoid complex status tests that make collection harder than entitlement
89. China	90. Allocation may favour the performing entity for duty performances	91. Contract and statutory allocation	92. Contract, subject to statutory default	93. Civil Code protection of voice and portrait, applied to AI voice cases	94. Separate identity from ownership of the recording
95. Japan	96. Secondary-use fee for commercial phonograms	97. Contract governs	98. Contract	99. Personality and unfair-competition doctrines	100. Distinguish general analysis from targeted imitation
101. South Korea	102. Neighbouring rights plus separate	103. Contract, subject to unfair-competition controls	104. Inalienable moral rights	105. Publicity-style protection under unfair-	106. Preserve an inalienable identity core and

53. Jurisdicti on	54. Secondar y use of a commerci al phonogra m	55. Exploitation of an audiovisual fixation	56. Transfer protection	57. Moral / personalit y protectio n	58. Lesson for India
	remunerati on streams			competitio n law	allow specific licences
107. Spain	108.Single equitable remunerati on for phonogra ms	109. Unwaivable remuneratio n for making available (art. 108(3)) and for public communicati on (art. 108(5)); payable by the user	110.Remunerati on rights excluded from the art. 110 employmen t presumptio n	111.Performer moral rights	112. Mandator y collective managem ent is what converts the right into money
113. Chile	114.General regime under Law 17,336	115. Unwaivable and untransferab le remuneratio n surviving assignment, for four enumerated acts including making available (Law 20,243, art. 3)	116.Right expressly survives assignment of economic rights	117.Statutory moral rights for audiovisua l performer s	118. Name the debtor as the person performin g the exploiting act, and enumerat e the acts
119. Colombi a	120.General regime	121. Remuneratio n for public communicati on retained notwithstand ing consent to fixation (Law 23/1982, art. 168, added 2010); separate authors' right added in 2017	122.Right retained despite consent; exercised through societies	123.Statutory moral rights	124. Legislate separately for performe rs and for authors; do not reach performe rs by analogy
125. Argentin a	126.General regime	127.Entitlements recognised by decree, but individual administratio n expressly preserved	128.Weak: individual bargaining reserved	129.Labour- law protection under Law 27,203	130. Leaving the exits open produces negotiatio n, not payment

53. Jurisdiction	54. Secondary use of a commercial phonogram	55. Exploitation of an audiovisual fixation	56. Transfer protection	57. Moral / personality protection	58. Lesson for India
131. Mexico	132. Art. 117 Bis: <i>irrenunciable</i> remuneration for profit-making use	133. Same right; dubbing actors expressly named as performers (art. 116, 2026)	134. Contra proferentem construction (art. 120); advertising-term limits (arts. 73–75); AI terms required in the employment contract (LFT art. 305 Bis)	135. Right against AI supplanting (art. 118); written consent required for voice or image cloning (art. 121)	136. Regulate the contract and the replica together, and legislate for performers as workers
137. India	138. Text supports exclusive rights and a film-use royalty, but the secondary-use character is uncertain	139. Proviso to s. 38A(2): “royalties ... for commercial use” — no debtor, no rate, no enumerated act, no case law	140. S. 39A imports assignment rules ambiguously; r. 68 adds an equal share by subordinate legislation	141. Attribution and integrity under s. 38B; s. 38B(a) withdrawn from uncredited film performers	142. Codify a two-channel system, extend it to audiovisual exploitation, name the debtor, and make collective management effective

Five patterns emerge. First, efficient systems do not equate every economic interest with a veto. Second, a performer’s remuneration must be insulated from a complete contractual buy-out if it is meant to alter bargaining outcomes; unwaivability is not a detail of drafting but the whole of the mechanism, and the systems that say *irrenunciable* collect while the systems that do not, negotiate. Third, every system that actually pays screen performers has relocated the debtor: the producer pays a fee for the shoot, and the exploiting user pays for the exploitation, because a producer’s payment is complete on the day of the wrap. Fourth, collective administration succeeds only when repertoire, usage, tariff and distribution data are legible to users and members — and, on the Spanish evidence, only when the statute makes that administration mandatory rather than optional. Fifth, the contract layer and the remuneration layer are independent and can be enacted separately: France has the contract layer without a statutory audiovisual levy and pays tens of thousands of screen performers annually, while Mexico has now built both. India’s reform should therefore begin with classification, not simply higher penalties — and it can adopt the cheaper layer first.

It is worth recording that the leading comparative study of unwaivable remuneration in this sector reaches the same design conclusion. Raquel Xalabarder’s international legal study concludes that statutory remuneration rights are effective “especially when set as unwaivable and inalienable rights and subject to mandatory collective management,” and that contractual protection and voluntary collective bargaining are comparatively weak substitutes.¹⁰⁴ That study was written for audiovisual *authors*. So was the Colombian statute of 2017, so was

¹⁰⁴ Raquel Xalabarder, *International Legal Study on Implementing an Unwaivable Right of Audiovisual Authors to Obtain Equitable Remuneration for the Exploitation of Their Works* (CISAC, 1st ed. May 2018),

Chile's Law 20,959 of 2016, and so is the study WIPO commissioned in December 2025. The comparative literature knows the answer; it has largely been asked the question on behalf of the other constituency.

These patterns also explain why formal harmonisation can coexist with divergent outcomes. A cross-country study of performer protection in Europe found material differences in remuneration rights, contractual rules, duration, and collective administration despite common directives¹⁰⁵. The unit of comparison must therefore be the payment mechanism in practice, not the presence of a right in an index of legislation.

9. Platforms, Metadata and Synthetic Voices

9.1 Streaming is not one use

Digital services bundle legally different activities. A non-interactive webcast resembles broadcasting. An on-demand stream is selected by the user and engages making available. A short-form video may synchronise a track with new images. A platform can host user uploads while separately recommending, monetising, and fingerprinting them. Treating all of these as "communication to the public" conceals the policy choice between consent and remuneration.

The WPPT recognised making available as an exclusive right, while leaving the Article 15 remuneration rule focused on broadcasting and communication of published phonograms. EU and UK law retain that distinction. India should do the same in express language. A platform should not be able to convert an interactive service into a low-tariff public-performance use. Equally, a performer society should not impose a second veto on a venue's non-interactive play where the statute intends a single shared payment.

Revenue allocation also depends on data. A performer's legal share has little value if metadata identifies only the label, featured artist, or track title. Session musicians, backing vocalists, and ensemble members disappear when contributor identifiers do not travel with the recording. The WIPO-commissioned study on music in the digital environment emphasises the economic importance of accurate rights data and the persistent mismatch between consumption information and royalty allocation¹⁰⁶.

Indian law should treat contributor metadata as part of the payment infrastructure. Producers and platforms should preserve standard performer identifiers; societies should publish matching and unmatched-use policies; and members should have access to usage-level statements, subject to proportionate protection of confidential business information. Collective management is not merely the right to invoice. It is a fiduciary information system.

9.2 Voice cloning reveals the category gap

The unauthorised synthetic replication of a singer's voice can cause at least four injuries. It may appropriate identity, falsely suggest endorsement, displace paid performance work, and train or generate from protected recordings. Existing doctrines address these injuries unevenly. Copyright asks whether protected expression was copied; passing off asks about misrepresentation; privacy and publicity interests focus on identity; performer rights focus on a performance or its fixation. A convincing imitation generated without copying an identifiable master may evade the last category.

In *Arijit Singh v. Codible Ventures LLP*, the Bombay High Court granted interim protection against unauthorised commercial uses of the singer's personality attributes, including his voice, and against AI tools enabling voice conversion. The order is an important recognition that technological imitation can damage personal autonomy and

<<https://www.cisac.org/sites/main/files/files/2020-11/AV+Remuneration+Study-EN.pdf>>. See also Raquel Xalabarder, *Creating Statutory Remuneration Rights in Copyright Law: What Policy Options under the International Framework?*, in *Intellectual Property Ordering Beyond Borders* 408 (H. Grosse Ruse-Khan & A. Metzger eds., Cambridge University Press 2022), <<https://www.researchgate.net/publication/345312558>>. Chile's counterpart statute for audiovisual authors is Ley No. 20.959 (2016).

¹⁰⁵ AEPO-ARTIS, *Performers' rights in international and European legislation: Situation and elements for improvement* (2018), <<https://www.aepo-artis.org/wp-content/uploads/2022/07/AEPO-ARTIS-Study-2018-Performers-Rights-in-International-and-European-20181161711.pdf>>.

¹⁰⁶ Castle, C., & Feijóo, C, *Study on the artists in the digital music marketplace: Economic and legal considerations*. World Intellectual Property Organization (2021), <https://www.wipo.int/edocs/mdocs/copyright/en/sccr_41/sccr_41_3.pdf>.

livelihood¹⁰⁷. Commentary has nevertheless observed that personality rights, particularly in celebrity cases, do not fully resolve performer-right questions or establish a general remuneration structure for working artists^{108 109}. A performer should have a statutory claim where a digital replica is recognisably attributable to that person and is used commercially without informed consent. The right should cover creation, distribution, and communication of the replica, not ordinary imitation, parody, criticism, research, or incidental use. Consent should specify purpose, media, duration, territory, retraining, and downstream sublicensing. Commercial substitution should also generate remuneration. Labelling synthetic content is useful but cannot cure unauthorised appropriation.

The analysis improves if three harms are kept separate. **Extraction harm** concerns the taking of protected recordings or performances for training. It raises copyright, performers' rights, contract and lawful-access questions even where no output resembles a source. **Attribution harm** arises when an output is recognisably presented as, or commercially trades upon, a particular performer. It concerns autonomy, deception and market association even if no protected segment is reproduced. **Substitution harm** is the aggregate displacement of human engagements by synthetic supply that may not imitate any identifiable person. The first can be addressed through training authorisation or a licence; the second requires an identity-centred rule; the third is primarily a labour and competition problem and may require collective bargaining, levies or sectoral transition policy rather than an individual injunction.

Consented voice marketplaces show that remuneration is technically feasible. Platforms can let performers specify use categories, exclude sensitive sectors, set duration and receive recurring payments. But market design does not eliminate bargaining inequality, and post-mortem licensing raises a distinct question: an estate can authorise commercial exploitation, but it cannot supply the performer's personal consent. Indian legislation should therefore distinguish restoration of an existing performance from synthesis of a new one. Machine-assisted separation or repair of a historical recording should remain governed by rights in that fixation; generation of a new performance attributed to a person should engage the digital-replica rule.

9.3 Virtual performance and the classification problem

Virtual concerts do not create a single new legal category. Some are live streams; some make an on-demand recording available; others deploy a pre-rendered asset already delivered to a user's device and triggered inside a closed game environment. The applicable performer right depends on that technical design. Labelling every event a "communication to the public" risks overlooking whether any transmission occurs at showtime and whether reproduction, making available or contractual platform access is the operative act.

Commercial practice also shows that featured artists are often remunerated through bilateral licences, sponsorship and virtual merchandise rather than through neighbouring rights. That arrangement may work for a star capable of negotiating directly, but it leaves dancers, session musicians, choreographers, voice artists and other contributors dependent on contracts and metadata. The legal priority is therefore not to invent a borderless law of the metaverse. It is to ensure that closed platforms preserve contributor identity, report covered uses and do not use a licence to a master recording as an implied licence to create synthetic performances.

Territoriality remains acute. A simultaneous virtual event can reach users in jurisdictions that differ on equitable remuneration, transfer presumptions, publicity rights and treaty reservations. Platform terms can select a governing law for the contract, but they cannot necessarily displace mandatory performer protections in every destination state. The practical response is interoperable rights data, territory-specific tariff rules and contractual warranties identifying whether an asset contains recorded, restored or synthetically generated performance.

10. A Two-Channel Reform for India

10.1 Clarify the protected subject

Parliament should remove "made live" from section 2(qq) or define it to include a human performance made before an audience, transmitted in real time, or captured in a studio or other recording environment. The definition should cover performances of works and expressions of folklore in language compatible with the WPPT and Beijing Treaty. Incidental participants should remain outside the right, but the exception should turn on the absence of an identifiable performing contribution, not on billing or fame.

¹⁰⁷ Arijit Singh v. Codible Ventures LLP, Interim Application (L) No. 23560 of 2024 in Commercial IPR Suit (L) No. 23443 of 2024 (Bombay High Court, July 26, 2024), <<https://indiankanoon.org/doc/103091928/>>.

¹⁰⁸ World Intellectual Property Organization, AI voice cloning: How a Bollywood veteran set a legal precedent (2025), <<https://www.wipo.int/en/web/wipo-magazine/articles/ai-voice-cloning-how-a-bollywood-veteran-set-a-legal-precedent-73631>>.

¹⁰⁹ Prasad, R, Synthetic singers and voice theft: Bombay High Court protects Arijit Singh's personality rights—Part I. SpicyIP (2024, August 8), <<https://spicyip.com/2024/08/synthetic-singers-and-voice-theft-bomhc-protects-arjit-singhs-personality-rights-part-i.html>>.

The credit-based proviso to section 2(qq) should be repealed. If Parliament wishes to prevent disproportionate claims arising from crowd footage or genuinely incidental appearances, it can do so through a de minimis rule keyed to the absence of an identifiable performing contribution, which is a test about what the person did rather than about how the producer billed it. It should not make acknowledgement in credits—the very matter controlled by the producer—a condition of economic personhood under the Act. The Mexican technique of naming the vulnerable categories expressly in the definition, including dubbing actors, is a useful supplement: it removes the argument at source rather than leaving it to be litigated case by case.

This amendment would align the Act with *Neha Bhasin* and prevent Rule 68 from carrying an arguably ultra vires burden. It would also settle the threshold question before courts examine contracts.

10.2 Separate consent from equitable remuneration

Section 38A should be reorganised into two channels.

Channel one: exclusive consent. The performer should control the recording of an unfixed performance; reproduction and distribution of an unauthorised fixation; commercial rental; and interactive making available, subject to valid written grants and audiovisual production rules. Injunctions remain appropriate where consent is absent.

Channel two: statutory remuneration. Broadcasting, non-interactive communication to the public, and commercial public play of a lawfully published phonogram should trigger one equitable-remuneration payment. Payment should discharge the user's performer-and-producer liability for that defined use. The law should state the performer share in primary legislation or empower an expert tribunal to set and periodically review it against published criteria. The claim should be non-waivable and non-assignable except for administration by a registered collective management organisation.

This structure would preserve the practical achievement of *Night Fever*—venues cannot use performances for free—while avoiding its implication that every downstream use necessarily requires another authorisation. One use should lead to one user-facing clearance and an auditable internal division.

10.3 Create an audiovisual rule that clears production without erasing participation

Section 38A(2) should be replaced by an express audiovisual provision modelled on the functional logic of Beijing Article 12, Chilean Article 3, Spanish Article 108 and French Article L212-4. Written performer consent may vest or presume the producer's authority to exploit the completed audiovisual work, so that a user requires no separate performer authorisation and the producer's chain of title is preserved in terms. The performer should nevertheless retain:

1. a non-waivable right to remuneration for specified commercial exploitations, subject to collectively bargained alternatives that are at least equivalent;
2. a written statement of remuneration by exploitation mode, including theatrical, broadcast, subscription streaming, advertising-supported streaming, physical distribution, and identified derivative uses;
3. periodic, comprehensible reporting from the accountable contracting party; and
4. a contract-adjustment claim where the original payment becomes manifestly disproportionate to subsequent revenue.

Background performers and stunt, dance, and orchestral ensembles may require collectively negotiated scales rather than individual revenue shares. The principle should be universal, but administration can be sector-specific. Four drafting choices determine whether such a provision produces money or litigation, and the comparative material settles each of them. The remuneration claim should be expressed to survive assignment, in terms, so that a comprehensive buy-out cannot be said to have extinguished it — the Chilean formula, “even after the assignment of his economic rights,” is the model. It should be both unwaivable and non-assignable except for administration by a registered performers' society; a right that can be assigned in gross will be assigned in gross in the first clause of the first standard-form contract after commencement. The triggering acts should be enumerated and should expressly include making available by interactive means, so that on-demand streaming sits inside the right rather than being argued about, as it has been in Europe for two decades. And the debtor should be the person carrying out the exploiting act rather than the producer. That last choice is the most likely to be contested and the most important: it relocates the obligation to an entity that is monetising the film in the present, that can price the payment into its licence, and that has an auditable revenue line, instead of leaving it with a party whose payment obligation was discharged on the day of the wrap. To meet the objection that most concerns users, the statute should also provide that payment of the prescribed tariff for a use class gives a safe discharge for that use, coupled with a rule against double recovery — the answer to cumulative clearance is a discharge rule, not a weaker right.

10.4 Replace adaptation by explicit performer rules

Section 39A's incorporation of section 18 “with necessary adaptations” should no longer determine the survival of performer remuneration. Parliament should state directly which performer rights may be assigned, which may

be licensed, and which payment claims survive. Assignment instruments should identify rights, media, term, territory, and consideration. General language granting rights “in all media now known or later developed” should not waive statutory remuneration or authorise a digital replica.

Clarity here would reconcile the legitimate concern in *Sushila*—courts should not rewrite author provisions—with the protective purpose evident in *Night Fever*. The performer’s share should exist because Parliament names it, not because a court analogises it into existence.

10.5 Build one-stop, accountable collective management

Where performers and producers both share a statutory remuneration, they should operate a joint portal, designate a single collecting agent for each use class, or provide interoperable licences with a statutory rule against double recovery. Tariffs should identify the legal use, repertoire coverage, valuation method, minimums, discounts, and treatment of mixed or foreign repertoire. Users that have paid the prescribed one-stop tariff should receive a safe discharge for the covered use.

Societies should publish annual distribution reports by revenue source; administrative deductions; matched and unmatched usage; distribution frequency; and sums held pending identification. Performers need a searchable claims process and a reasoned appeal. Reciprocal agreements should disclose their coverage and deductions. Small venues need a low-cost tariff and simple reporting route; wilful commercial evasion can attract stronger remedies. These are not abstractions in 2026. The application of the All India Performers Association for registration as a Performers’ Society, on which the Copyright Office invited objections in April 2026, is the first realistic opportunity in India’s history to create a collecting institution covering screen performers, and the conditions attached at the point of registration will matter more over the next decade than any judgment. Four conditions are worth insisting on at registration rather than litigating afterwards: publication of the repertoire in searchable form, so that a user can determine coverage before rather than after receiving a notice; publication of tariffs with a stated valuation methodology, the treatment of mixed and foreign repertoire, and a low-cost schedule for small users; annual distribution reporting in the terms just described; and a documented claims and appeals process open to non-members whose performances are used. The reason to front-load these conditions is visible in the singers’ experience: an enforcement practice against small hospitality venues was established before any court had construed the entitlement in adversarial proceedings, and a subsequent industry agreement allocated money between its parties without telling any third party what the underlying liability was. A society for actors that begins by suing production houses on an unsettled entitlement will reproduce that pattern at higher stakes.

The Copyright Rules should support these obligations, but core matters—the liability, share, non-waivability, and discharge—belong in the Act. Rule 68 should administer a statutory scheme rather than construct one.

10.6 Make credit, metadata and accounts enforceable

Section 38B should be supplemented by regulations defining reasonable credit practice across media. Credits cannot always appear in every user interface, but the performer identity should be embedded and accessible in authoritative metadata. Producers should deliver performer identifiers when registering a recording; platforms and broadcasters should preserve them; societies should use them in matching.

An information right should accompany remuneration. The accountable licensee or producer should provide data sufficient to understand the calculation. Courts should be able to order accounts without requiring a performer to prove the information already held by the defendant. Bad-faith omission or alteration of performer metadata should attract corrective orders and, where it causes measurable non-payment, damages.

There is a further point that follows directly from the critique of the section 2(qq) proviso. If Indian law is going to attach legal consequences to the acknowledgement of a performer, then acknowledgement should be a duty rather than a discretion. Section 38B(a) already confers a right to be identified, subject to an exception where omission is “dictated by the manner of the use of the performance” — a sensible qualification for a thirty-second advertisement and an indefensible general licence to omit. The obligation should be restated in two layers. On screen, producers should credit performers according to a standard set by regulation for each category — leads, supporting cast, dubbing cast, dancers, stunt performers, ensembles — with the residual flexibility confined to formats where a credit sequence is genuinely impossible. Off screen, and more importantly, performer identifiers should travel with the work. The second layer matters more than the first because a remuneration right cannot be distributed to people whose participation is not recorded anywhere: societies match usage data to repertoire, and where the data names only the title, the producer and the two leads, everyone else is unmatched. Unmatched money is either held indefinitely or distributed by proxy to the already-identified. This is the failure mode of every collective system built without a metadata obligation, and it is entirely foreseeable in India. A society registered in 2026 and given a remuneration right in 2028 will spend the 2030s unable to pay the people the reform was designed for unless the identifier obligation is imposed at the same time as the payment obligation.

10.7 Legislate for digital replicas

A new provision should protect a performer's recognisable voice, face, movement, or other performance identity against unauthorised commercial digital replication. It should require specific written consent, provide revocation or renegotiation for materially different uses, and preserve an unwaivable remuneration claim for exploitation that substitutes for paid performance. Exceptions should protect news reporting, criticism, parody, scholarship, legal process, and clearly non-commercial experimentation, subject to safeguards against deception.

The licence should identify the model or service, permitted outputs, purpose, media, duration, territory, retraining, security, sublicensing and deletion obligations. A general grant for "all media now known or later developed" should not authorise training or replication. The identity core should be non-assignable: the performer may grant defined permissions but should not be able—or be required—to alienate the voice or likeness outright. This contract-formality technique is preferable to a freely transferable publicity property, because a transferable right is likely to be acquired through the same standard-form contracts that already absorb exploitation rights.

Section 38B should also be clarified. A synthetic presentation likely to be understood as a performance by an identifiable person, when that person did not make it, should be capable of engaging integrity and false-attribution interests. That clarification would provide a performer-specific cause of action that survives assignment and does not depend on celebrity. It should not deem every stylistic resemblance a distortion; identifiability, attribution and prejudice should remain matters of proof.

If India adopts a collective licensing mechanism for AI training, performers must be represented as a separate constituency. Receipts attributable to sound recordings and audiovisual fixations should include a direct performer allocation, including a defined share for non-featured performers, rather than being paid entirely to the owner of the recording. The United States statutory licence demonstrates that direct allocation between featured performers, non-featured performers and recording owners is administratively possible. Any Indian scheme should publish repertoire, usage, deductions, unmatched sums and distribution methodology.

The remedy should be calibrated. Rapid interim relief is necessary where a replica can spread irreversibly, but courts should consider labelling, takedown, profits attributable to the replica, contractual expectations, and public-interest expression. A right limited to celebrities would miss the labour concern. The statute should protect identifiable performers regardless of market fame.

Performers and their representative organisations must participate in the rule-making process. Labels and producers possess legitimate investment interests, but ownership of recordings does not make them proxies for the people whose voices, faces and movements are used to train or generate. Consultation should include singers, musicians, dubbing artists, junior artistes, dancers, stunt performers and collective management organisations, with published reasons for accepting or rejecting their proposals.

10.8 Align India's treaty posture

After enacting a domestic single-remuneration scheme, India should withdraw its WPPT Article 15(3) reservation. Reciprocity would improve the position of Indian performers whose recordings are used abroad and make India's external commitment consistent with its internal policy. India should also prepare to accede to the Beijing Treaty, accompanied by the explicit audiovisual safeguards proposed above. Accession without a clear remuneration floor could validate transfer while leaving participation dependent on contract; domestic reform should come first or occur simultaneously.

10.9 Establish a specialist dispute route

Tariff and allocation disputes are poorly suited to repeated ordinary infringement suits. An expert forum should determine equitable shares, approve or review tariffs, resolve repertoire conflicts, and order usage-level disclosure. Mediation should be available for accounting disputes, but non-waivable claims should not be compromised through opaque industry settlements that bind outsiders in practice. Published, reasoned decisions would gradually produce the certainty that *ex parte* venue cases cannot.

11. Business Implementation: From Rights Stack to Operating Model

For producers and platforms, the principal benefit of the proposed model is predictable clearance. A production agreement should separately identify the underlying work, the recorded performance, the master or audiovisual fixation, and any authority to create a synthetic replica. These are not interchangeable assets. Permission to exploit a recording should not silently authorise model training; consent to a digital double for one film should not become a perpetual voice licence; and payment to one right-holder should provide a statutory discharge only for the rights and uses the payment expressly covers.

For collective management organisations, the business is increasingly one of data stewardship. The minimum viable record should include a persistent performer identifier, role, featured or non-featured status, recording identifier, territory, repertoire mandate, contractual allocation and permitted synthetic uses. Distribution rules should disclose how unmatched recordings, cross-border deductions, fraud-adjusted streams and low-value micro-

uses are handled. A society unable to connect a reported use to a contributor cannot turn formal entitlement into income.

For platforms, provenance and recommendation design are distinct from ownership clearance. Labelling can answer a consumer's question about synthetic origin; it does not prove that training inputs or cloned identities were authorised. Detection can reduce fraud but may create false positives, so platforms need an appeal and correction process. Recommendation exclusion, demonetisation and chart eligibility should be governed by published rules that distinguish fully generated content, AI-assisted human production, restoration and unauthorised replicas.

Table 4. Operational allocation of responsibility

143. Actor	144. Core control	145. Minimum evidence	146. Principal business risk
147. Performer or representative	148. Give use-specific consent; verify identity and mandate	149. Signed scope, term, territory, media, model and remuneration terms	150. Perpetual or ambiguous alienation of identity
151. Producer or label	152. Clear production and maintain chain of title	153. Contributor schedule, contracts, identifiers and exploitation statements	154. Treating ownership of fixation as authority over synthetic identity
155. Platform or service	156. Report use, label provenance and control fraud	157. Upload provenance, detection result, usage logs and appeals	158. Royalty dilution, mislabelling and unsafe-harbour uncertainty
159. Collective management organisation	160. License repertoire and distribute receipts	161. Mandates, tariffs, usage matching, deductions and unmatched-use policy	162. Double charging, opaque allocation and dormant money
163. Commercial user	164. Obtain the defined user-facing clearance	165. Licence class, repertoire coverage, period and proof of payment	166. Cumulative claims for the same layer of use
167. Model developer	168. Clear targeted training and replica deployment	169. Dataset provenance, purpose, output constraints and deletion controls	170. Infringement, identity appropriation and downstream liability

The model also changes dispute strategy. Unauthorised first fixation or a rapidly spreading digital replica may require urgent injunctive relief. Ordinary public play of a released phonogram should normally produce a tariff and accounting claim. Disagreement over allocation belongs before a specialist tribunal or audit mechanism, not in repeated injunction proceedings against users. Matching the remedy to the transaction reduces both enforcement costs and over-blocking.

12. Conclusion

Performers' rights fail when they are described only as dignity and also when they are treated only as one more licence. Dignity without payment is ceremonial; cumulative permission without coordination is unworkable. Indian law has moved beyond the first failure but has not yet escaped the second.

Indian litigation demonstrates both sides of the design failure. Venue-licensing decisions have enforced payment without fully classifying the entitlement, while voice-cloning decisions have protected identity without constructing a generally available performer remedy. Private settlements and reported distributions demonstrate market capacity, but they do not supply a public rule binding platforms, producers, users and non-member performers. The Indian experience is therefore not an exceptional doctrinal puzzle; it is a concentrated version of the allocation problem facing every digitised performance market.

On the audiovisual side the failure is more complete, and it is easy to state. Indian law confers a performer's right on "an actor, singer, musician, dancer" and then withdraws it, in a cinematograph film, from any person whose performance is casual or incidental and who is not acknowledged in the credits — so that legal status in the country's most valuable performance market is settled by an artefact the producer controls. For those who survive that threshold, the statute promises royalties for commercial use but names no debtor, no rate, no triggering act and no collecting body. In fourteen years no Indian court has adjudicated a screen performer's economic claim

under section 38A; every reported royalty decision concerns a singer, and every reported film-actor case is fought on a judge-made personality right the Act nowhere mentions. The *Raanjhanaa* episode of 2025 supplied a textbook section 38B(b) fact pattern and produced no proceedings. This is a right that is hollow at the threshold and hollow at the remedy, and neither hollow is an economic necessity.

The comparative evidence points toward a modular reconstruction, not a wholesale import, and none of the components is exotic. An unwaivable remuneration right that survives assignment is ordinary Chilean law and has been since 2008. Mandatory collective management of that right is ordinary Spanish law. Legislating separately for performers and for authors, rather than reaching the former by analogy from the latter, is ordinary Colombian law. A requirement that a performer's contract state payment separately for each mode of exploitation is ordinary French law. Naming dubbing artists in the statutory definition, construing doubtful clauses in the performer's favour, and requiring written consent before a voice is cloned are, since 14 May 2026, ordinary Mexican law. India should accordingly place studio performances beyond doubt and remove the credit-based exclusion; reserve consent for fixation and interactive exploitation; create a single, non-waivable remuneration payment for defined secondary uses; extend that payment to the audiovisual sector with the debtor identified as the exploiting user; clear audiovisual productions while preserving mode-specific participation; and require the data that makes payment possible. A distinct digital-replica right should protect identifiable voice, likeness and movement through specific licences rather than permanent alienation. Moral rights should be reinforced by metadata and capable of addressing false synthetic attribution. Withdrawal of India's WPPT reservation and accession to Beijing would then express, rather than outrun, domestic policy.

What India lacks is not a model. It is the decision to treat performers as a constituency whose interests are distinct from those of the companies that finance and own the recordings and films in which they appear — the same decision Parliament made for authors in 2012 and declined to make for performers in the same statute, on the same day. Two developments of 2026 make the question live rather than academic: an organisation has applied to become India's first performers' society covering actors, which means there is at last a body whose institutional purpose would be to ask the courts the questions that have gone unasked; and the WIPO Standing Committee has commissioned a study on how audiovisual authors are paid while postponing the study on how audiovisual performers are paid, which means the international system is about to reproduce, in its own work programme, the asymmetry Indian law enacted in 2012.

The central test is practical. A singer should be able to identify the use, identify the debtor, see the calculation, challenge an error and receive the share. A user should be able to identify the licence, pay once for the relevant layer and know what has been cleared. A model developer should be able to distinguish licensed analysis from targeted replication, and a performer should be able to refuse becoming a reusable synthetic instrument without surrendering ordinary recording work. When the law can answer all three sides in intelligible transactions, performers' rights will have moved from consent on paper to collection in practice—and from protection against repetition to protection against substitution.

Note on Sources and Verification

Every source cited here that exists in an open-access form is hyperlinked to it; subscription databases are not linked, and the mid-twentieth-century periodical literature discussed in section 3 is cited to printed pagination. Four categories of claim are hedged in the notes and should be re-verified before republication. First, the presence of the word *irrenunciable* in the enacted Colombian texts of Article 168 of Law 23 of 1982 and of Article 98 as amended in 2017: the unwaivability is asserted uniformly in secondary sources and supported by the structure of the provisions, but it has not been read in the *Diario Oficial* text for this article. Second, the completeness of the negative finding regarding the 227th Report of the Parliamentary Standing Committee: the retrievable text contains no substantive discussion of performers or of the section 2(qq) proviso, but the copy consulted was incomplete, and the printed report should be checked before the silence is asserted in stronger terms than it is here. Third, the current number of contracting parties to the Beijing Treaty, cited to the status list published in March 2025. Fourth, the negative finding in section 6.7, which is a finding about the reported and publicly available record and is defeasible by a single unreported order. The *Chileactores v. Amazon* decision of 29 May 2026 is a first-instance judgment of the First Civil Court of Santiago reported in the Chilean press; it is cited as such and is appealable. Case numbers and dates for several of the 2024–2026 Indian personality-rights orders differ across secondary reports; where the discrepancy is material it is noted

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