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Film Authorship' Under Indian Copyright Act, 1957: Legislative Lacunae and Practical Implications– A Comparative Analysis with US and UK Practices

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Abstract

Film is a complex class of work; multiple creators are involved in its creation. For a long time, copyright law left the complex nature of filmmaking unaddressed and identified only the film's financial investor, i.e., the producer, as the author. As filmmaking practices evolved and the director's creative and artistic contribution gained recognition, the director's position gradually attracted greater legal attention. Different jurisdictions have responded to this development through distinct legal mechanisms: some have expressly recognised the director, either alongside or in addition to the producer, within their statutory framework, while others have addressed the director's interests through alternative mechanisms, including contractual arrangements and collectively negotiated agreements. The Indian Copyright Act, 1957, lags behind in recognising and protecting the creative labour undertaken by a film director. The Indian Copyright Act, 1957, recognises the producer as the "author" of a cinematograph film (section 2(d)(v)), thereby giving statutory recognition to a producer-centric model of film authorship. In this producer-centric model of film authorship, the director is marginalised as a contractual employee with no statutory protection. This paper critically evaluates the effectiveness of the Act of 1957 in protecting film directors, the profound legislative lacunae left unaddressed by the landmark 2012 Amendment of the Act of 1957, despite the fact that there was a provision in the Amendment Bill of 2010, which recommended recognition of the film director as a co-author of the film along with the producer. The methodology combined doctrinal legal research with a qualitative empirical study. A comparative doctrinal approach assesses the effectiveness of the 1957 Act within the distinct legal ecosystems of the United Kingdom and the United States. Concurrently, the effectiveness of existing contracting mechanisms in the Indian film industry and their capacity to protect the interests of film directors are evaluated empirically through semi-structured interviews with active film directors and specialised entertainment law practitioners.

Keywords:

Film Authorship; Director; Producer; Copyright Act of 1957; Contract; Work-for-Hire

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Introduction & Background

During the formative years of film, film production was characterised by relatively fluid and overlapping roles, with limited differentiation among the various functions involved in the creative and technical process (Pearson, 1996). Consequently, questions about the distinct legal identity of individual contributors did not initially receive significant attention within copyright frameworks in the early years of film. As filmmaking evolved into a more specialised and professionally differentiated industry, the roles of producers, directors, writers, cinematographers, editors, and other contributors became increasingly distinct (Regev, 2016). Within this evolving structure, the director became a more defined role in coordinating and shaping a film's artistic and creative wholeness (Jansson et al., 2021). However, by the time this evolution in filmmaking practices settled, the legal framework adopted a producer-centric conception of film authorship, statutorily associating authorship and ownership of the film with the producer while leaving the director's legal position less clearly defined.

The Copyright Act of 1957 (herein after Act of 1957) from its very inception, till its latest revisions, particularly the amendment in the year 2012 identifies the producer as the author of film, thus the director remains an unresolved and unaddressed conundrum; the creative labour undertaken by the director is systematically subverted by prioritising financial investment undertaken by the producer over director’s creative investment and intellectual creation. While for almost all other categories of work the creators are identified as the authors, in the case of film, the maker, i.e., the producer, is identified as the author. This producer-centric model, reflected in the statutory language, is in stark contrast to the nation’s copyright philosophy, which is to protect the creator and their intellectual labour (Rajya Sabha Discussion on the Copyright Bill, 1955, (1955)). This systemic statutory deficit is not a theoretical

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abstraction but a recurring crisis in the contemporary Indian film industry, often unreported and unnoticed (Vyas & Agrawal, 2021). This article examines the pressing need to redefine the provisions governing film authorship and associated statutory frameworks under the Copyright Act, 1957, to address the complex nature of film as a class of work and to extend statutory recognition to the film director, alongside the producer.

'Director': The Creative Pillar of Film

Before examining the need to revise the film authorship provision in India to recognise the director alongside the producer, it is imperative to first understand the role and creative contribution of the film director. In the cinematic ecosystem, the director functions as the film's intellectual and creative anchor. A film director is the creative visionary who guides the entire filmmaking process (Rabiger & Hurbis-Cherrier, 2013). A film is an amalgamation of myriad artistic elements and independent works, each worthy of copyright protection in its own right; the director coordinates these distinct elements and works, drawing on their intellectual labour and creative judgment. The director translates the written script into a coherent visual narrative and exercises creative judgment over various elements of filmmaking, including performances, cinematography, editing, sound design, pacing, tone, and the film's overall artistic vision (Patnaik, 2026). While it is true that film is an amalgamation of independent works and artistic elements (Simone, 2019), it would be wrong to say it is merely a mechanical combination of them; the film is a creative work in itself, worthy of copyright protection, which is ultimately the result of the creative labour of the director.

Though a film is a collaboration of various art forms, the proportions, modes, and styles of such collaborations are essentially a director's decision. A film director oversees all departments, ensuring that every component of a film functions in synchronisation to fulfil the film (Mackendrick, 2005). They interpret the script, cast actors, and direct their performances; they collaborate with the cinematographer, production designer, and editor to establish the

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film's visual style and tone. They oversee post-production, ensuring the final cut aligns with their artistic vision. The intellectual labour undertaken by the director in making a film is not that of a mere technician but that of an actual author of other classes of works, such as literary works, musical works, paintings, sculptures, etc. In essence, the director is the creative captain who steers the film from concept to completion (Pearlman & Sutton, 2022).

The director's role is not confined to the creative spectrum alone. The director ensures a creative and productive environment for the cast and crew throughout the filmmaking process. Furthermore, the director is responsible for the day-to-day management of the shoot. Unexpected challenges are inevitable in filmmaking, and the director is expected to address such exigencies. Directors work on a film from conception to delivery; they are central to the creative process and translate the contributions of multiple contributors into a coherent cinematic vision (Pearlman, 2025). The director is the key contributor to the film's overall style, structure, and quality.

Author of Film

'Authorship' and 'author' are legal concepts that transcends its dictionary definition, influenced by the policy objectives of copyright law (Bently et. al., 2022). The 'author' figure is at the heart of copyright (Ginsburg, 2003), as the protection, rewards, and incentives extended to the authors have always been given great importance in copyright law. The development of copyright concepts associated with films was not seamless. Films are complex and unique, with multiple creative contributors, unlike other works that are worthy of copyright protection (Lattacher, 2021). The novelty of this newly formed art, the contributions of multiple players, the lack of precedent, the large volume of capital investment, etc., made the growth of copyright concepts associated with films, particularly authorship and ownership of film and incorporated works, a complex process. Because of its unique nature, film resists traditional notions of authorship (Simone, 2019).

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Film is a unique class of work in which capital and creative investment are indispensable. Film is a collaborative art form that demands an undeniable balance between creative expression and capital investment (Moullier, 2022). Producers provide the financial foundation of a film. The director's role as the film's primary artistic visionary and creator is irrefutable. The copyright framework in place at the time of the film's inception was ill-equipped to address its complexities. The film is a collaborative work with multiple contributors; creative input converges with significant capital investment, both of which are indispensable to its creation (Naremore, 2004); these factors make the film a complex work that the existing copyright framework can only apply to in limited ways. As the industry evolved, the producer assumed the role of employer because they funded the film. This helped them retain authorship over the film and incorporate their work. Multiple works, worthy of copyright protection, are incorporated into the making of a film, making it convenient for the producer to be identified as the film's author, a convenience also afforded by the multiplicity of intended authors (Ginsburg, 2003). Due to the restrictive scope of application of existing copyright provisions and due to the industry structuring, all the benefits associated with the film were enjoyed by the producer of the film by reading in an employer-employee relation between the producer and the rest of the putative authors, which set the tone of protecting and rewarding financial quotient over creativity (Lovell & Carter, 1955; Skilton, 2008 & Regev 2016).

The producer's financial investment and organisational role have contributed to recognising the producer as the film's author. However, the director also makes a significant creative contribution by transforming the script into a cinematic work and shaping its artistic expression. This raises an important question about whether the director should also be recognised and protected as an author of the film. Going by the traditional theories of authorship, more particularly from the Kantian perspective of Personhood theory, recognising directors as authors respects their autonomy and the inherent dignity of their creative labour; this is further strengthened by viewing the labour of the

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director from a Hegelian lens, which emphasises the importance of human creativity and expression of an artist as the extension of the personality (Du Bois, 2018 & Drahos, 1996). From a utilitarian point of view, recognising the director as the film's author would help incentivise creativity and benefit society as a whole by fostering a more vibrant and diverse film industry (Hettinger, 1989). However, identifying the director alone as the film's author would sideline the film's collaborative nature and the producer's financial risk. Hence, an ideal solution would be joint authorship of the film and protection for both the producer and the director as the film's authors (Livingston, 2009; Gerstner & Staiger, 2003).

Globally, a more nuanced approach to film authorship has emerged over the years, acknowledging the collaborative nature of film as a class of work (Craig et al., 2026; Simone, 2019) and recognising the contributions of both directors and producers. Some nations identified both of them as authors of film, as in the United Kingdom (hereinafter referred to as the UK), France, Germany, etc. (Kamina,2002), while some came up with alternate mechanisms such as collectively bargained contracts, which ensured both of them are protected, as in the United States (Craig et al., 2026).

Film Authorship in India

The Indian copyright system largely owes its structural and functional foundations to UK law; the same applies to films. The Copyright Act 1914 (India) was in tune with the Copyright Act 1911 (UK) (Mittal & Jain, 1939); similarly, when the Copyright Act 1957 was enacted in India, it favoured the producer, as in the Copyright Act 1956 (UK). The Indian film industry was unique as its functioning largely differed from any other film industry across the globe (Ahmed, 2015; Ghosh Dastidar & Elliot, 2020), and the Copyright Act 1957 was the right opportunity to craft a copyright statute best suited for the nation's practice rather than borrowing core elements of foreign statutes. Like the Copyright Act 1956 (UK), the Copyright Act 1957 (India) also adopted a producer-centric approach to film authorship.

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The Act of 1957 identifies the entrepreneurial author as the author of the film through s.2(d)(v), thereby alienating the director from authorial status. For almost all other classes of work, under section 2(d) of the Act of 1957, the creative author is identified as the author of the work. Still, in films, the producer is identified as the sole author, and the director is left unaddressed, which eventually led to the director being deemed a hired service provider. Placing the director on the pedestal of a hired service and failing to extend statutory protection to the creative force behind the film is a jurisprudential failure. Although the producer bears the financial risk and plays an important role in organising the film, this should not overshadow the director's creative contribution. As discussed in detail in the previous portion of this research article, both the producer and the director are indispensable in the creation of a film. The producer is responsible for a film's capital investment, and the director plays a significant role in transforming the script into the final cinematic work; this creative contribution should receive appropriate recognition under copyright law. Unfortunately, the statute identifies and rewards only the producer, leaving the directors' interests to be governed by the terms of the contract they enter into with the producer.

The collaborative nature of film as a class of works is established beyond doubt (Kamina, 2002; Simone, 2019). Unfortunately, the literal reading of s. 2(d)(v) fails to incorporate this collaborative process; the director is not statutorily recognised as an author of the cinematograph film. The literal rule undoubtedly establishes the producer as the statutory author of the cinematograph film. Even in the case of *Indian Performing Right Society Ltd.* v. *Eastern India Motion Pictures Association*, (1977), though the court is identifying the collaborative nature of film and identifies film as "felicitous blend, a beautiful totality" the court could only adopt a literal interpretation of S.2(d)(v) and recognise only the producer as the author and owner of film as well as incorporated works, recognised the cinematograph film as a distinct copyright work and treated the producer as its author/owner within the statutory scheme. The consequences of this exclusion become more apparent

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when section 2(d)(v) is read and interpreted alongside sections 13(4), 14, 17, 51, and 57.

Where a provision can produce consequences inconsistent with the object and scheme of the legislation, courts may employ purposive construction to ascertain legislative intention. The purposive rule requires the question in a copyright statute to be: what is the purpose for which copyright is granted? Copyright is not merely a mechanism for protecting capital investment in a commercially exploitable product; it also recognises and incentivises intellectual and creative labour (*Amar Nath Sehgal v. Union of India*, 2005). This creates a significant ground-level tension beyond the statutory framework provided by section 2(d)(v). If copyright law at large seeks to protect and incentivise creativity, would not excluding the director—particularly where the director contributes substantial original expression to the final film—create an authorial disjunction: the person responsible for significant creative choices may not receive the legal status of author of the resulting cinematograph film?

Section 51 exposes the economic consequences of excluding directors from film authorship. Section 51 operates on copyright infringement and therefore presupposes an underlying copyright interest protected by Section 14. Since the director is not recognised as the film's author, they are not entitled to any corresponding economic right that could be enforced under Section 51. The distinction is important: the producer can control reproduction, communication and exploitation of the film as the statutory author/owner, whereas the director's creative contribution does not, merely by virtue of directing the film, generate an equivalent proprietary entitlement. In *Ramesh Sippy v. Shaan Ranjeet Uttamsingh* (2013), the plaintiff, the film's director, approached the court for a remedy and contended that he was closely involved in finalising the script, screenplay, cast, location, editing, etc. However, the Court noted that he could not furnish any evidence to show that he was financially involved in making the film and was, therefore, at no point in time,

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the film's author and/or owner. Here, the court looked only at financial involvement/investment, as that is the only scope left open by the language of the law. The Court further held that the author of the film is the producer, and the producer is the person who takes the initiative and responsibility for making the work and is the person responsible for the arrangements, particularly in the financial sense. The law binds the court to protect financial investors, i.e., the producer, over the film directors.

Section 57 exposes the moral-rights consequences of the director's lack of recognition even more sharply. The provision confers upon "the author of a work" the right to claim authorship and to restrain or obtain damages for prejudicial distortion, mutilation or modification (Yadav et al., 2025). Section 57 is only available to the author of a work; since the director is not the author of the film, the Court could not grant moral rights protection to the director. The director's attempt to claim authorship by analogy with the creator of an artistic work also failed. Although the Court made earnest use of purposive interpretation and the mischief rule to address the absence of protection for the film's creative contributor, the statutory language did not permit it to overcome the express identification of the producer as author. (*Sartaj Singh Pannu v. Gurbani Media Pvt Ltd,* 2015).

Since the director is not the statutory "author" of the cinematograph film, the director cannot ordinarily invoke Section 51 and 57 merely on the basis that he or she directed the film. The statutory exclusion therefore produces both an economic-rights deficit under Sections 14 and 51 and a moral-rights deficit under Section 57. The mischief rule provides the strongest normative basis for reconsidering this position. The mischief to be addressed is the disconnect between the director's substantive creative role as an author and its statutory recognition. The problem becomes particularly acute where the director exercises substantial creative control over cinematography, visual composition, editing, narrative interpretation, *mise-en-scène* and the overall expressive form of the film, yet receives no statutory authorship merely

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because Section 2(d)(v) identifies the producer. The provision may therefore be criticised as reflecting an industrial conception of filmmaking centred on investment and production rather than an author-centred conception of copyright. Due to the language provided in the statute, the Courts cannot ordinarily substitute "producer and director" for the express statutory words "producer" without effectively legislating. The exclusion of the director is more than a drafting omission. It raises a fundamental question concerning the philosophy of copyright itself: whether copyright in a creative work should primarily reward the person who finances and produces the work, or recognise the human creator whose intellectual and artistic contribution gives the work its expressive identity (Ginsburg, 2003; Carringer, 2001).

Film Authorship: The 2010 Bill and the 2012 Amendment

Notably, by the end of the twentieth century, major jurisdictions worldwide began recognising film directors as authors/joint authors of films (Kamina, 2002). The intellectual labour undertaken by the director and their indispensability in creating a film were recognised and rewarded either through statutory provisions, as in the UK and other member nations of the European Union, or through structured alternative mechanisms, as in the US. Subject-matter experts in India also attempted to introduce joint authorship in film, to revise and bring about statutory reforms to extend copyright protection to directors by revising the film's authorship provision (Thomas, 2012), thereby truly honouring the collaborative nature of film as a class of work. This was reflected in the proposed Copyright (Amendment) Bill of 2010 (hereafter, the Bill of 2010), which identified the director and the producer as co-authors of a film, thereby recognising and rewarding both creative and entrepreneurial authorship in film.

The Bill of 2010 rightly identified that film as an amalgamation of the director's intellectual creation and the producer's financial investment; hence, both need to be recognised and rewarded. The Bill of 2010 recommended introducing a joint authorship provision for films by amending section 2(d)(v)

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and adding an explanatory provision to section 2(z) of the Copyright Act of 1957. As per the recommendation of the Bill of 2010, all films shall be deemed a work of joint authorship unless the producer and the principal director are the same person. The revised section 2(d)(v) and the newly proposed explanation to section 2(z) truly encapsulated the collaborative nature of film as a class of work and the indispensability of the producer and the director in the creation of a film. The proposed amendment logically implied a recommendation for 'co-ownership' for the director and the producer. To further clarify the film's ownership, the newly recommended provisions (section 17 (f), Copyright (Amendment) Bill, 2010) positioned the director as a co-owner of the film, along with the producer. The Parliamentary Standing Committee (herein onwards PSC/Committee) called for representation from the public which included memoranda as well as oral evidence from stakeholders before finalising the provisions of the Bill of 2010, after which the recommendation to modify the authorship of film, joint authorship provision, and insertion of a new proviso to section 17 of the Act of 1957 was rejected by the Committee (Department-Related Parliamentary Standing Committee on Human Resource Development, 2010).

One of the cardinal reasons for rejection was that the proposed amendment lacked clarity about the producer's possible cost recovery. The proviso places the director and the producer on an equal footing, with the producer exploiting film-related rights; it should have clarified the extent of benefit-sharing between them. A director is already remunerated for his labour, and there should have been clarity on how the producer would recoup the money he has invested and from which stage benefit sharing would occur between the producer and director. As it was provided to writers and composers, the director should also have been given the right to non-waivable royalties rather than ownership of the film.

The language used in Bill 2010 is similar to that used in the UK's Copyright, Designs and Patents Act 1988 (hereinafter CDPA). Accordingly, instead of

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using ‘director’, the Bill relied on the term ‘principal director’. One limitation identified in rejecting the proposed amendment was that it addressed the director using the term ‘principal director’ and did not interpret the term ‘principal director’. It is important to note that, even in the CDPA, 1988, while recognising the ‘principal director’ as the co-author of the film along with the producer, the Act only defines the producer (maker, Section 178, CDPA 1988); the term principal director ' is undefined.

The 2012 amendment failed to acknowledge the film's collaborative nature and the indispensability of the producer and director by rejecting joint authorship in this case. While rejecting the recommendation, one Parliamentary Standing Committee observation was that directors can claim profit participation (royalty) through the terms of the contract they enter into with the producer. Herein, the committee is overlooking the weak bargaining position of the directors and ignores the director’s rightful claim to moral rights. Moral rights are the rightful claim of any creator of the work; moral rights are rooted in the personal and reputational relationship between the human author and the work (Yadav et al.,2025; Dhoble, 2026). However, by ignoring the director as the author of the film, the sole moral rights in the film vest in the producer, who may even be a juristic person.

The Committee omitted this recommendation from the 2010 Bill, citing the fact that major jurisdictions have no statutory provision for joint authorship in film, especially in the US. By citing US practice, the Committee sidelined the European Directives (Directive 92/100/EC, Directive 3/98/EEC, Directive 93/83/EEC) implemented by 27 European States, which introduced ‘work of joint authorship’ in cinematograph films. These European states host some of the best film industries globally, such as France and Germany. The committee was of the opinion that the director could rely on a contracting mechanism, as in the US, rather than revising the authorship provision. The Committee concluded that a well-designed contractual agreement between the producer and the director, stipulating the nature and content of the enjoyment of rights

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before the start of film production, is sufficient to protect and safeguard the director and the creative labour. The Committee further pointed out that in the US, film authorship is addressed through 'union contracts,' and the same shall be followed in India. In the US, union contracts are created through effective collective bargaining (Directors Guild of America, n.d.; DGA Basic Agreement, 2020; Datta, 2013; Fortemuller, 2021), wherein directors' interests are captured and, to a great extent, include rights aligned with moral and economic rights. In the Indian film industry, there is no structured, centralised union for directors, unlike in the US, where directors can collectively bargain to claim economic and moral rights.

While rejecting the recommendation in the 2010 Bill, it was also stated that the producer is the kingpin and the one who makes the film. The producer invests money, employs personnel, and chooses the director based on a certain offer; hence, the producer is central to the film. With this approach, the Committee positions the producer as the central force in making the film. This approach does not fit into the reality of filmmaking. Film is a collaborative art form; no single person/entity shall be its author. There is a blend of capital investment from the producer's side and creative investment/intellectual labour from the director's side. Both the producer and director are indispensable for the realisation of a film. By making the producer the kingpin, the director's role and positioning are sidelined. Furthermore, the Committee's factually erroneous reasoning was that 'it is the producer's role which is central to the creation of the film'. The director's role in creating a film is also central and significant, like that of the producer; the director conceives, conceptualises, and creates it, and the film is essentially the director's creative labour and effort. Another reason for rejecting the recommendation of joint authorship is that it assumes the director is not taking any financial risks in the film. Here, the notion of authorship is restricted to monetary aspects, and the element of creativity is completely ignored. A film is not just the producer's financial investment but also the director's intellectual labour and creation.

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The Copyright (Amendment) Act, 2012 (Act No. 27 of 2012) of India is a triumphant success in 'protecting creative authors in the films and music industry' at large; it introduced statutory provisions to overcome the weak bargaining position of creative contributors of films and their inadequate participation in the economic returns generated by their works (George, 2022). However, it miserably failed to incorporate the recommendations for protecting the directors in the amendment. Even after recognising and protecting the rights of scriptwriters, lyricists, composers, and performers, the amendment did not recognise directors, as recommended by the Copyright (Amendment) Bill of 2010. The director, despite being the film's creative author, is left without copyright protection and benefit-sharing under the statutory approach that ignores joint authorship in film and identifies only the producer as the author. The Copyright Amendment 2012 was an excellent opportunity to rectify the erroneous approach to film authorship. However, due to multiple factors, the recommendation for recognising the director as the author of the film, thereby recognising and protecting their intellectual labour, was rejected. One ground reality behind the rejection of the recommendation in the 2010 Bill on film authorship was industry pressure from producers and production houses. They were against the distribution and extension of copyright protection to other players. Unfortunately, the directors' community did not actively represent itself to assert its rights.

The lack of recognition of joint authorship in film and the lack of recognition of the film director are discussed in *Sartaj Singh Pannu v. Gurbani Media Pvt Ltd* (2015). While the Court highlights the need for statutory protection for the director, it also notes the observation made by the Minister who tabled the 2012 amendment. The Minister, who tabled the Copyright (Amendment) Bill in 2012, marked his dissent over the copyright statute's failure to recognise directors; this was quoted. He argued that a director plays an enormous role in making a film and is entitled to profit participation and royalties. The Minister's remarks highlight the importance of recognising a film's director. A

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director creates a film, and denying them benefits such as royalties and moral rights is unjust.

Structural Deficits: Limitation Of Contracting Mechanism in India

To better understand the quandary created by leaving the protection of film directors to contractual arrangements, it is imperative to understand the statutory language given in the Act of 1957, which not only identifies the producer as the author of the film (section 2(d)(v)) but also as the owner of the film by virtue of section 17 of the Act of 1957. Together, section 2(d)(v) and section 17 provide a broad statutory framework that enables the producer to enjoy both the economic and moral rights in the film. These provisions create a virtually unpreventable legal deadlock for the directors; the only possible escape route from this scheme of arrangement is the activation of s.17(b) and (c), which permits reliance on the terms of the contract to overcome the limitation imposed by the statute. Although there is scope to enter into a contract with the producer and claim what is due, in reality, the director is often signed under a 'work- for- hire' agreement and is caught in the statutory vacuum of a lack of protection. While the Copyright (Amendment) Bill, 2010, recommended excluding directors from statutory protection, the Copyright (Amendment) Act, 2012, and the Parliamentary Standing Committee suggested that directors claim their economic and moral rights under the terms of the contracts they enter into with the producer. This paper enlists five compounding reasons why the absence of statutory recognition for the director as an author leaves them without legal protection, demonstrating why the contractual mechanisms originally envisioned by the legislature remain largely ineffective in reality:

- ***Lack of standard contracts*:** Although lawmakers said directors can protect their interests through contract terms, they did not suggest a model contract suitable for the film industry, particularly one between the producer and director. Had there been a model contract to guide benefit-sharing between the producer and the director, the director's position

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would have been better, as envisaged by the lawmakers. The contract system in the Indian film industry varies from one regional industry to another. Often, the producer provides non-negotiable contracts to the director, leaving no room for the director to claim any protection that would help them overcome the lack of statutory recognition of joint authorship of film, as recommended through the Bill of 2010.

- ***Lack of Collective Bargaining Infrastructure*:** In India, collective bargaining is not practised as in the US. In the US, collective bargaining is done under the aegis of the Directors Guild of America; however, in India, there is no such mechanism amongst directors' unions. The Director's unions across different regional industries lack the institutional, legal, and economic leverage to enforce collective bargaining agreements or mandate standardised terms within a contract residual payment framework like the DGA.

- ***Unequal power equation:*** The semi-structured interviews highlight the disparity in the power position held by producers and directors. Barring a very few established directors, most directors lack the capacity to negotiate terms on a par with economic or moral rights. When a director negotiates or bargains for terms to incorporate, it seldom results in a positive revision to the contract.

- ***Widespread Deficits in Copyright Literacy*:** Empirical findings indicate a profound lack of legal literacy among creative professionals, including veterans. Many directors view copyright as an abstract administrative matter that concerns only producers and lawyers. This lack of awareness leaves them highly susceptible to signing exploitative agreements disguised as standard "industry practice."

- ***The Systematic Inclusion of Mandatory "Work-for-Hire" Clauses*:** One alarming trend observed in modern contracts is the mandatory inclusion of 'work-for-hire' clauses in the contracts between the producer and the

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director. This mandatory inclusion leaves no scope to invoke the provisos of s.17. All directorial contracts are structured as an absolute "contract of service" that explicitly strips the director of any future claim.

The industry's power structure and operations impede the contract's effective use as a tool to overcome the limitations imposed by the statute. The statutory non-recognition of a film director's intellectual labour leaves them vulnerable, lacking legal protection, rights, and remedies. As some veterans of the film industry have opined, contract practice has yet to become the norm unless the film is made with a major production house, and even then, the scope for bargaining is limited, and one cannot claim what the law has not provided. In a country like India, where the practice of entering into a contract between the producer and director is still in its formative stage, rather than leaving the protection of the director's intellectual labour to contract terms, an ideal scenario would be to address the matter through statutory inclusion.

Analytical comparison: US, UK and Indian approaches to film authorship:

The approaches adopted by different jurisdictions reflect varying degrees of emphasis on ownership, authorship and the protection of creative contributors (Srivastava, 2025). Film authorship approaches vary significantly across India, the US, and the UK; these differences reflect distinct policy choices about whether copyright law should prioritise financial investment, creative labour, or a hybrid of both. A comparative analysis reveals that while all three jurisdictions seek to facilitate film production and exploitation, they differ in the extent to which they protect and reward the two central stakeholders in filmmaking: the producer as financier and organiser, and the director as principal creative contributor. A close analysis of film authorship approach of each of this jurisdiction is throwing light to the fact that each of them are unique in itself with three distinct policy orientations: the Indian approach of film authorship embraces a producer-centric statue driven approach, whereas the UK approach of film authorship is recognising the collaborative nature of

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film, wherein both the director and producer as recognised as author of film (S.9(2)(ab)), CDPA, 1988. The US approach to film authorship is a hybrid model, wherein the producer's interest is protected by statute, and the director's by collectively bargained contracts.

The UK adopted a clear and transparent approach by expressly recognising joint authorship in films through statutory provisions. The concept of authorship in the Copyright, Designs and Patents Act 1988 (CDPA 1988) aligns with the European Union (EU) concept of authorship at large. However, when the CDPA was enacted in 1988, the film authorship provision favoured the producer over the director, and film authorship vested in the person who made the necessary arrangements for making the film, i.e., the maker/producer (Pascal Kamina, 2002). The Copyright Act of 1956 of the UK identified the producer as the author of the film, and the same producer-centric approach was taken during the enactment of the CDPA in 1988. However, the UK embraced a balanced film authorship provision through its 1996 revision, introducing a direct, highly functional alternative to the producer-centric model by identifying both the director and the producer as the film's authors. Under Section 9(2)(ab) of the CDPA 1988, the British legislature modernised its jurisprudence to comply with European Union directives (Directive 92/100, Directive 93/98 *et. al.*) by explicitly stating that, in the case of a cinematograph film, the producer and the principal director shall jointly be the authors.

The UK approach of film authorship is a classic example of sophisticated legal balance between the creative investment undertaken by the director and the financial investment undertaken by the producer. By identifying film as a work of joint authorship and the producer and director as co-authors of that joint authorship, the UK addressed the complex, collaborative nature of filmmaking and extended copyright protection to the two key pillars of making a film. The director is no longer an employee or a contracted technician negotiating for his due credits and rights; they are an original co-author and co-owner of the film along with the producer. Having statutory recognition has real economic

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value and impact that individual creators can use as a bargaining chip to secure fair remuneration (*Salter* v. *Wimmer,* 2012). This joint authorship model integrates economic and creative contributions within a single authorship framework rather than separating them into distinct legal categories. The UK model therefore achieves a relatively balanced allocation of rights by embedding both investment and creativity within statutory authorship itself.

The plain statutory language of the Copyright Act of 1976 looks remarkably hostile to film directors on its face, since film is identified as a work falling under 'Work made for hire' (section 101), which generally vests authorship and ownership in the producer unless a written agreement stipulates otherwise (section 201). This arrangement of the statute identifies the 'entrepreneurial author' over the 'creative author'. However, examining the US model of film authorship and benefit sharing solely through its statutory text yields an extremely flawed conclusion (Datta, 2013). Though the statute does not recognise the director as the author of the film by bringing film under the categories of 'specially commissioned work' and 'work for hire' arrangements, the directors of the US enjoy almost the most elaborated economic and moral rights. This is achieved through the contracts they enter into with their producer (Pitta 1995).

These contracts entered into between film producers and directors feature collectively bargained minimum terms (Hillary Bibicoff, 1991). The Directors Guild of America (DGA) engages in collective bargaining on behalf of its union directors to ensure they have robust economic, moral, ethical, and creative protections. The DGA Basic Agreement serves as the foundation for addressing the lack of statutory protection. The DGA Basic Agreement operates as a colossal contractual shield that entirely supersedes the statutory text that is not recognising director as the author of the film, by mandating non-waivable residuals, which ensure a highly sophisticated royalty mechanism in favour of the director for each commercial exploitation of the film such as broadcast on television or digital platforms, usage of the film clips

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in independently or in any other audio visual work, creation of sequel, prequel spin off remake et al. The US practice demonstrates that, to have a successful contracting mechanism that supersedes the language of the statute, an incredibly powerful, institutionalised collective bargaining infrastructure is indispensable.

In the US, film authorship is determined through a combination of statutory language, judicial interpretation and contractual allocation. The work-for-hire doctrine, as articulated in *Community for Creative Non-Violence v. Reid* (1985), allows authorship to be vested in employers or commissioning parties where statutory conditions are satisfied, which in the film industry often results in producers being treated as legal authors. At the same time, courts have adopted a restrictive approach to joint authorship too; in *Aal Muhammed v. Lee* (200), the Ninth Circuit held that factors such as control, intent to be co-authors, and public perception of authorship are needed for one to be identified as an author. This creates a system in which authorship is not tied to a fixed statutory category but is instead determined by functional considerations of control and contractual structure. While this provides flexibility and commercial certainty, it also means that directors are not automatically recognised as authors and must rely on contractual arrangements or demonstrable control to assert authorship claims.

The Indian approach to film authorship is statute-driven, and the statute's language is producer-centric. The Act of 1957 expressly identifies the producer as the sole author of the film, thereby anchoring authorship in the entity that finances and organises production. Judicial interpretation has consistently upheld this structure (*Indian Performing Right Society Ltd. v. Eastern India Motion Pictures Association*,1977; *Ramesh Sippy v. Shaan Ranjeet Uttamsingh*, 2013). Though the court recognises the complex and collaborative nature of film as a class of work (*Indian Performing Right Society Ltd. v. Eastern India Motion Pictures Association*, 1977), courts often identify the author through the language of the statute and through the lens of

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financial investment. Even when the court rightly identifies the director's significance in making a film and the need to extend statutory protection to the director (*Sartaj Singh Pannu v. Gurbani Media Pvt. Ltd*., 2015), the language of the statute restricts extending copyright protection to the director. Indian law does not recognise the director as an author of the cinematograph film itself. The result is a fragmented protection regime in which the producer holds unified control over the film, while the director's creative contribution is legally disaggregated from authorship of the final work.

A comparative analysis of these three jurisdictions reveals fundamentally different conceptions of film authorship. India adopts a producer-centric model that prioritises financial investment and treats authorship as a mechanism for securing economic control over the completed work. The UK adopts a joint-authorship model that explicitly recognises both the producer's financial role and the director's creative contribution, thereby integrating investment and creativity within a unified statutory structure. The US adopts a functional model in which authorship is not predetermined by statute but is instead allocated through control, intent, and contractual arrangements, often resulting in corporate or producer ownership. These differences have significant implications. The Indian model ensures strong protection for producers but does so at the cost of formally excluding the director from authorship of the film as a unified expressive work. The US model, while flexible and commercially efficient, produces inconsistent recognition of creative contributors and places significant weight on contractual bargaining power. The UK model offers a more balanced statutory solution by recognising both key contributors as co-authors, thereby aligning legal authorship more closely with the collaborative reality of filmmaking. Overall, the comparative analysis suggests that the most coherent approach distinguishes between economic ownership and creative authorship while ensuring both are meaningfully protected. The UK's joint authorship framework most directly achieves this balance by statutorily embedding both investment and creative labour within the definition of authorship.

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Need for Introducing 'Joint Authorship' for Films

Leaving the protection of the film director entirely to contractual arrangements effectively strips them of both the economic and moral rights fundamentally recognised in copyright parlance; the statute should be revised, as recommended in the Bill of 2010, to introduce joint authorship for film. The catastrophic real-world implications of leaving directors at the mercy of unequal contract negotiations—rather than shielding them with clear statutory rights—are vividly illustrated by several contemporary industry crises. Since there is no statutory protection, they are compelled to fight simply to protect what they have created with their own sweat and soul.

Some real-world incidents that starkly illustrates the plight of the directors in the absence of statutory protection are one for instance where a film's climax was altered with AI assistance and re-released by producers against the wishes and approval of its (Aanand L. Rai, in the case of *Raanjhanaa,* Indian Express, 2025); another, where a film was dubbed into another language without the knowledge or artistic oversight of the director, (*Thiagarajan Kumararajan v. Capitol Films,* 2018*)*; and even worse where a film was released entirely without director credits, forcing legal intervention to protect the moral right of the director of the film but court failed to protect the director. (*Sartaj Singh Pannu v. Gurbani Media,* 2015).

The current commercial ecosystem is skewed and unbalanced, where the directors are routinely stripped of the rights they are ethically, morally, and artistically entitled to. Ultimately, these directors fail to protect their creative output not because of a lack of professional vigilance or poor contractual drafting, but because the law itself fails to provide the mandatory statutory shield required to withstand exploitation. Establishing statutory protection for directors under the Copyright Act, 1957, is an urgent structural requirement driven by four core imperatives:

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To Improve the Economic Position of Film Directors: An empirical study of a select regional film industry in India shows that fewer than 10 directors can make films every year. In this select regional industry, where around 150 films are produced every year, even blockbuster directors struggle to pull off subsequent projects. The director is left with only a one-time payment. The current film authorship model allows the producer to profit from the film's long-run monetisation. At the same time, the director- the creator who conceived the work receives zero long-run monetisation. Statutory recognition of directors as authors of the film will entitle them to economic rights similar to those of other authors of works and will provide financial security for film directors.

To Be Entitled to Royalty Like Lyricist, Writer, Composer**:** The 2012 amendment of the Copyright Act 1957 extended non-waivable royalty rights to all authors of works incorporated into the film, such as the writers, lyricists, composers, and singers (George, 2022); however, the director was not identified as the author of the film as proposed by the Copyright Amendment Bill, 2010. There is no logical or ethical justification for alienating the director by denying them the grant of an unassignable right to royalties, as the writers, lyricists, and composers are entitled to. Denying the director an authorial position and further denying them the right to receive royalties is unjust. Royalty, in reality, is an economic safety net; it is being denied to the director who spent years constructing the film's entire visual and narrative universe. Directors must be granted statutory royalties, as writers, lyricists, and composers are.

To Protect Moral Rights**:** While Section 57 of the Indian Copyright Act technically provides all authors with the right to claim paternity and protect the integrity of their work against distortion or mutilation, this section remains unattainable for film directors, since the statute does not identify them as the authors of films. In the case of *Sartaj Singh Pannu v Gurbani Media* (2015), though the court identified the undeniable central role played by the director

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in the film, since the statute does not identify the director as the author of the film, the court was compelled not to give S.57 protection to the film director. The court also notes the need to revise the statute's language, at least to extend moral rights protection to the director. Since the producer is the statutory author under Section 2(d)(v), courts often treat the director's moral objections as a secondary contractual dispute rather than an absolute statutory right, severely diluting protection of their artistic identity.

***To Prevent Distortion and Mutilation in the Advent of Technological Advancement*:** The sudden rise of deepfakes, generative AI video models, and automated digital editing suites presents an unprecedented threat to the creative community. While all other creators, such as writers, lyricists, composers, and even performers, can seek legal action to prevent the misuse of their work, the director is denied any legal remedy. The director is compelled to be a mute spectator even when his directorial integrity is being misused. Even the producer can alter the film without the director's approval and consent, as seen in the *Raanjhanaa-AI climax* controversy. Producers now possess the technological tools to completely alter an actor's performance, change a film's colour palette, or re-engineer a film's ending using AI. Without statutory authorship or reinforced integrity rights, an Indian director has zero legal leverage to prevent a producer from feeding their raw footage into an AI engine to create a completely distorted, heavily automated derivative version of their work.

Conclusion and Suggestion

Film is a unique class of work with multiple contributors involved in its creation. Unlike other works, film blends creative labour and creative investment. Since film became a subject of copyright protection, lawmakers have struggled to safeguard the interests of both financial investors and creative contributors. This has frequently resulted in an imbalanced distribution of rights. Traditionally, film copyright statutes, particularly in the US, the UK, and India, favoured producers and marginalised directors. A

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global shift in how film directors are protected and rewarded has been incorporated into the systems of most jurisdictions worldwide.

The US and the UK have developed unique frameworks to protect and secure the interests of both capital providers and creative stakeholders, befitting their film industry practices. In the US, although the statute is producer-centric, the institutionalised contractual mechanism is overcoming its limitations and protecting directors' interests. In the US, film is deemed a work for hire; the producer is the author and owner and is entitled to absolute enjoyment of all economic and moral rights unless a contract provides otherwise. To overcome this statutory language, contracting mechanisms are used as a tool. The producer is the author and owner of the films, but directors rely on collectively bargained contracts to overcome this limitation; directors can claim economic as well as moral rights. In the UK, Film authorship was producer-centric until the 1996 amendment to the CDPA. As part of EU Copyright Harmonisation, producers and directors are recognised as joint authors of film and rewarded through statutory provisions. Both the director and the producer are identified as the authors of a film, thereby implementing 'Joint Authorship' of films. Statutory inclusion recognises economic and moral rights for directors; UK practice is more viable than US practice in India.

The Copyright Act 1957 still identifies only the producer as the author and owner of the film; it alienates the director from the fruits of his intellectual labour. The Indian statute favours the producer over the director, and directors receive no protection; the current statutory framework leaves them unrecognised. Without statutory protection, they have little or no claim to the benefits associated with the commercial exploitation of a film. Additionally, as their rights are not recognised in copyright law, they cannot even protect the right to be known as the creator of their work, as well as other moral rights. Limited monetary compensation and the lack of residual payments compel most directors to abandon their film careers and pursue alternative careers. Diminished career prospects, despite successful films, are a startling reality

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and a threat to the director. The list of directors denied the rights they are ethically and artistically entitled to is infinite. They fail to protect their creative output not for lack of professional vigilance, but because they operate in a complete statutory vacuum. The doctrinal analysis and original empirical findings compiled in this article confirm that the Indian film director is caught in a profound structural vacuum—deprived of both the statutory co-authorship protections provided by the UK and the powerful labour-union shields practised in the US. Indian directors remain uniquely exposed to contractual stripping and economic exploitation. To resolve this crisis without disrupting the flow of capital into the film sector, the Indian legislature must move away from its absolute producer-centric model of film authorship.

The paper concludes by recommending joint authorship as the ideal solution for films; however, rather than mandating statutory ownership by amending Section 17 as proposed in the amendment bill of 2010, it could be given to the producer alone as a mechanism for recovering the financial investment. The director's economic rights can be protected through unwaivable royalty rights, as extended to writers, composers, and lyricists of film through the amendment of section 18 proviso. Considering the unique nature of film as a class of work, authorship should not be confined to a single entity; both the capital investment undertaken by the producer and the creative investment undertaken by the director are indispensable to film. No film can be made without the director's creative contribution and the producer's financial contribution. Any copyright framework for film authorship must account for this reality. An ideal arrangement for film authorship is joint authorship, in which both the director and the producer are identified as the authors of the film.

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