

**CREATIVE COMMONS IN THE INDIAN COPYRIGHT ECOSYSTEM:
OPEN LICENSING, THE SIX CC LICENCES, AND THE LIMITS OF
“SOME RIGHTS RESERVED”**

*STATUTORY FOUNDATIONS, INSTITUTIONAL PRACTICE AND THE GAPS
THAT REMAIN*

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ABSTRACT

Creative Commons converts copyright's default rule, that reproduction and adaptation require prior permission, into a standardised system of pre-authorised uses defined along four conditions: attribution, share-alike, non-commercial and no-derivatives. This paper examines whether India's copyright, contract and electronic-transactions law can support that system, using the six principal Creative Commons licences as its organising structure. It finds that the statutory building blocks are largely present: section 30 of the Copyright Act 1957 permits copyright licensing, section 51 makes licence-inconsistent use an infringement, section 57 preserves the author's moral rights, and section 10A of the Information Technology Act 2000 removes the objection that an electronically communicated public licence cannot bind. What India lacks is not statutory capacity but settled authority. There is no reported Indian appellate decision squarely testing the enforceability of a Creative Commons licence, and the National Repository of Open Educational Resources and the DIKSHA VidyaDaan programme show that CC licensing already operates at national scale without that authority ever having been tested in litigation. The paper also traces where Creative Commons licensing structurally cannot reach: chain of title, moral rights, personality rights, trademarks and patents, and argues that India's institutional priority

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should be targeted clarification of section 30's formalities and mandatory ownership verification for institutional repositories, not a dedicated Creative Commons statute.

Keywords: *Creative Commons; open licensing; Indian Copyright Act 1957; section 30; section 51; section 57; moral rights; Information Technology Act 2000; section 10A; CC BY; CC BY-SA; open educational resources; NROER; DIKSHA; chain of title; trademark; patent licensing.*

I. INTRODUCTION: THE PERMISSION-FRICTION PROBLEM

Copyright is deliberately restrictive. *Section 14* of the Copyright Act, 1957 vests the owner with exclusive rights to reproduce, communicate, distribute, adapt and otherwise exploit a work, and *section 51* treats the unauthorised exercise of those rights, or use inconsistent with a licence, as infringement.² That regime functions well where transactions are discrete, and the parties are identifiable: a publisher wants to translate a novel, a producer wants to synchronise a song, an advertiser wants a photograph, and in each case a negotiated permission is the natural response.

The internet altered the scale at which permission is sought. An academic may want thousands of teachers to reproduce an article; a photographer may want every newspaper in the country to use an image with credit; a professor may want lecture notes translated into Hindi, Marathi, Tamil and Bengali by different institutions simultaneously. Negotiating each of those uses individually is not merely inconvenient; it is economically irrational at the scale the internet makes possible. Creative Commons was built to remove that friction by allowing a copyright owner to pre-authorise a defined set of public uses once, rather than repeatedly.

The six cardinal principles of Creative Commons licences-

1. 'Attribution (CC BY),
2. Attribution-ShareAlike (CC BY-SA),
3. Attribution-NoDerivatives (CC BY-ND),
4. Attribution-NonCommercial (CC BY-NC),

²Copyright Act 1957, s 14, s 51

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5. Attribution-NonCommercial-ShareAlike (CC BY-NC-SA) and

6. Attribution-NonCommercial-NoDerivatives (CC BY-NC-ND)',

They are built from four conditions that combine in different ways: 'attribution, share-alike, non-commercial and no-derivatives'. The owner does not surrender copyright by using one of these licences; the owner exercises copyright by defining, in advance and for the whole public, what a user may do without asking. That is the central conceptual point this paper returns to throughout: Creative Commons is standardised private ordering conducted through copyright law, not an alternative to it.

India is a useful jurisdiction in which to test that proposition because its statutory framework long predates Creative Commons but was not drafted with it in mind. This paper asks two connected questions.

First, do the existing laws, principally the Copyright Act 1957, the Information Technology Act 2000, and the Indian Contract Act 1872, provide an adequate foundation for CC-style mass public licensing?

Second, where that foundation is adequate in principle, what gaps in practice, evidentiary, institutional and doctrinal, remain before a CC licence can be relied upon with real confidence in an Indian dispute?

The analysis proceeds licence by licence before turning to the statutory architecture, the state of Indian authority, and the limits of Creative Commons where other intellectual property rights are engaged.

II. Creative Commons is not the public domain

A persistent misconception treats a CC-licensed work as copyright-free. It is not. A work licensed under any of the six principal licences generally remains fully in copyright; the owner has granted the public standing permission to exercise specified rights, subject to conditions. Under CC BY 4.0, for example, a creator may permit copying, adaptation and even commercial

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use provided attribution is given, but the creator has not abandoned copyright in doing so. The creator has exercised it permissively.

This is a different legal act from either copyright abandonment or CC0. Abandonment attempts to place a work beyond copyright protection altogether. CC0 is Creative Commons' own separate public-domain dedication tool, intended to waive copyright and related rights to the fullest extent the law allows, and Creative Commons is explicit that CC0 is not one of the six principal licences but a distinct instrument with a different legal effect. CC licences remain the operative tool where the owner wants to keep authorship and retain the ability to enforce conditions; CC0 is the tool where the owner wants to relinquish that control altogether.³

III. THE FOUR CONDITIONS AND THE SIX LICENCES

A. Attribution

Every one of the six licences requires attribution: the reuser must give appropriate credit, provide a link to the licence, and indicate where modifications have been made, without implying that the original creator endorses the reuse. Attribution is the one condition common to all six licences and functions as their non-negotiable baseline.

B. ShareAlike (SA)

ShareAlike is a reciprocal condition: where an adaptation is distributed, it must generally be released under the same or a compatible licence. Its underlying idea is that the freedom to build on a work should travel with whatever is built. “Wikipedia's use of CC BY-SA” remains the most widely cited illustration of the model internationally, and an Indian analogue would be a collectively developed open textbook in which one contributor translates the original into Hindi and another substantially reworks its examples; under CC BY-SA, the resulting adaptation cannot be withdrawn into a closed, fully proprietary edition.

C. NonCommercial (NC)

³Creative Commons, 'CC0 FAQ' (Creative Commons Wiki) <https://wiki.creativecommons.org/wiki/CC0_FAQ>
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The NonCommercial condition permits sharing, and where otherwise allowed, adaptation, but withholds permission for commercial purposes. It is attractive to creators who want educational or community reuse while reserving commercial exploitation, but whether a particular use is commercial is often fact-sensitive rather than self-evident; a coaching institute distributing an NC-licensed textbook to fee-paying students, for instance, does not automatically fall outside the condition merely because the underlying service is paid. That ambiguity is one of the more frequently made criticisms of NC licensing, because it reintroduces exactly the case-by-case uncertainty the licence was meant to remove.

D. NoDerivatives (ND)

NoDerivatives permits copying, sharing, display and, unless NC is also present, commercial use of the unaltered work, but withholds permission to distribute adapted versions. This suits a creator who wants wide circulation but wants the released expression to remain unchanged, for instance a government notification that citizens and journalists should be free to reproduce but not to alter and redistribute as if it remained official.

The ND condition interacts with, but is not identical to, *section 57* of the Copyright Act, which independently gives the author the right to claim authorship and to restrain or claim damages for distortion, mutilation or modification prejudicial to honour or reputation.⁴ ND is a licence condition restricting the public's permission to distribute adaptations; *section 57* is a separate statutory right the author retains regardless of what any licence purports to authorise. The two can reinforce each other, but an ND condition is not a substitute for, and does not exhaust, the statutory moral right, a point developed further in Part VII.

E. The six licences and a comparative summary

CC BY 4.0 is the most permissive of the six, permitting reproduction, distribution, adaptation, translation and commercial use subject only to attribution; an Indian academic publishing an open-access textbook under CC BY allows translation into any Indian language, adaptation for coursework, and even incorporation into a paid course, while retaining authorship and, in

⁴Copyright Act 1957, s 57.

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practice, gaining rather than losing citation and visibility. CC BY-SA adds the reciprocal condition described above. CC BY-ND permits wide redistribution of the unaltered work, including commercially, without permitting distributed adaptations. CC BY-NC withholds commercial use. CC BY-NC-SA combines non-commercial use with reciprocal openness, a combination suited to community resources such as a public-health toolkit that an NGO wants freely translated and locally adapted but not repackaged into a proprietary corporate product. CC BY-NC-ND, the most restrictive of the six, permits only unmodified, non-commercial redistribution with attribution.

Creative Commons Licence Comparison

Licence	Copy/Share	Adapt	Commercial Use	ShareAlike
CC BY	Yes	Yes	Yes	No
CC BY-SA	Yes	Yes	Yes	Yes
CC BY-ND	Yes	No*	Yes	No
CC BY-NC	Yes	Yes	No	No
CC BY-NC-SA	Yes	Yes	No	Yes
CC BY-NC-ND	Yes	No*	No	No

* No distribution of adapted versions. Adaptations may be made privately, but cannot be distributed under ND licences.

The underlying logic can be reduced to four questions a licensor is really answering: attribution controls recognition; NonCommercial controls whether commerciality is reserved; NoDerivatives controls whether adaptations may circulate; and ShareAlike controls the licensing terms of whatever adaptations are permitted.

IV. STATUTORY FOUNDATIONS IN INDIAN LAW

A. Licensing under section 30

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Section 30 of the Copyright Act empowers the owner of copyright in a work to grant any interest in that copyright by licence, and permits the licence to be granted by the owner or a duly authorised agent.⁵ *Section 30A* applies *section 19's* requirements, in substance, to licences: a licence must be in writing signed by the licensor or a duly authorised agent, and must specify the work, the rights licensed and the duration and territorial extent of the licence, failing which a duration of five years and all-India territorial extent are read in by default.⁶ A CC licence is, in form, exactly this kind of instrument: a written document identifying the licensor, the work, the rights granted and the conditions attached, published and accepted by conduct rather than by countersignature. The statutory scaffolding for a public, standard-form copyright licence is therefore already present in *section 30*; nothing in the Act confines a *section 30* licence to a bilaterally negotiated, individually addressed instrument.

B. Infringement for licence-inconsistent use

Section 51 treats use of a work in a manner inconsistent with the conditions of a licence granted by the owner as infringement, in the same way as use without any licence at all.⁷ A person who takes a CC BY-NC photograph and uses it in a paid advertising campaign, or who takes a CC BY-ND text and distributes a materially altered version, is accordingly exposed to an infringement claim on ordinary principles, without needing any bespoke statutory recognition of Creative Commons as a category.

C. Electronic formation and section 10A of the Information Technology Act

The strongest historical objection to online public licensing was that a contract, and a licence granted by instrument in writing generally contemplates something closer to a signed document than a webpage a user never physically signs. **Section 10A** of the *Information Technology Act* 2000 answers that objection directly: it provides that a contract shall not be deemed unenforceable solely on the ground that an electronic form or means was used for its formation, and that this extends to the communication of proposals, acceptances, revocations and other

⁵Copyright Act 1957, s 30.

⁶Copyright Act 1957, s 30A read with s 19.

⁷Copyright Act 1957, s 51.

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communications relevant to contract formation.⁸ Read together with the general contract-formation principles under the Indian Contract Act 1872, offer, acceptance and consideration remain satisfied where consideration takes the form of the benefit the licensor receives from distribution, attribution and reputational gain rather than a direct fee, and a CC licence accepted by the very act of using the work in reliance on its terms is not, on that basis alone, unenforceable.⁹

Two structural features distinguish a CC licence from an ordinary bilateral contract without disqualifying it as a licence. It is unilateral in the sense that the licensor fixes the terms in advance for an indeterminate class of users, and it is accepted by conduct, the act of exercising a licensed right, rather than by an exchanged signature. Neither feature is unusual in Indian licensing practice generally; shrink-wrap and browse-wrap arrangements raise structurally similar acceptance-by-conduct questions and have not been treated as inherently unenforceable for that reason alone. What has not yet happened in India is an authoritative decision confirming this analysis specifically for a Creative Commons licence, a gap addressed in Part VI.

V. FORMALITIES: DOES A CLICK SATISFY 'SIGNED BY THE LICENSOR'?

Section 30A's writing-and-signature requirement is framed from the licensor's side: it is the licensor, not the licensee, whose signature the provision contemplates. For a CC licence, this condition is satisfied by the act of the creator, or an authorised platform acting on the creator's behalf, publishing the work together with the licence deed and legal code, an act that is itself in writing and attributable to the licensor. The licensee's side of the transaction, accepting the offer by using the work, does not need to satisfy section 30A's signature language at all, because the requirement is not addressed to the licensee. This asymmetry is easy to miss and is the source of much of the unnecessary doubt about whether CC licences can be 'signed' in an internet setting: the provision was never asking the downloading public to sign anything.

A more genuine question concerns the default consequences under section 19 where the CC deed's specification of duration or territory is treated as inadequate. Every current-version CC

⁸Information Technology Act 2000, s 10A.

⁹Indian Contract Act 1872, s 10.

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licence deed states expressly that the licence is granted for the duration of copyright and applies worldwide, so the specificity section 19 requires is, in practice, satisfied on the face of the standard-form text; the five-year, all-India defaults that apply where a licence is silent on those points should not be triggered by a properly published CC deed at all.

VI. THE EVIDENTIARY GAP: THE ABSENCE OF SETTLED INDIAN AUTHORITY

The preceding two Parts show that India's statutory architecture is capable of supporting CC-style licensing. What India does not yet have is a reported appellate decision that has tested this analysis against a real dispute. No judgment of the Supreme Court of India or a High Court is presently reported deciding, on its merits, whether a *Creative Commons licence* satisfies section 30A, whether attribution failure under a CC BY licence constitutes actionable infringement under section 51, or how a court should measure damages where the underlying licence was royalty-free. This paper deliberately does not rely on any single case as having settled that question, because none has: claims to the contrary should be treated with real caution, and a draft of this paper that had relied on an unverifiable citation to a specific Kerala High Court criminal matter said to involve a Creative Commons-licensed photograph has been removed for that reason rather than repeated on trust.

The closest available domestic authority is not about Creative Commons at all but about the general fair dealing exception in section 52, most notably *Civic Chandran v Ammini Amma*, in which the Kerala High Court considered whether reproducing substantial portions of a play for criticism fell within the fair dealing exception, and applied a functional, purpose-oriented test rather than a mechanical word-count comparison.¹⁰ That reasoning is useful by analogy, since a court asked to interpret a CC licence's non-commercial or attribution condition would likely take the same purposive approach to those terms that Indian courts already take to statutory exceptions, but a fair dealing case is not itself authority for the enforceability of a private licence, and treating it as such would overstate what has actually been decided.

The practical consequence of this gap is not that Creative Commons licensing is unsafe to use in India; the '**National Repository of Open Educational Resources and DIKSHA**', discussed in

¹⁰*Civic Chandran v C Ammini Amma* (1996) 16 PTC 329 (Ker).

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Part X, show CC licensing already operating at national institutional scale. The consequence is narrower and more precise: an Indian court asked to resolve a genuinely contested CC dispute, over attribution scope, over what counts as commercial use, or over the consequences of an invalid upstream licence, would be reasoning from first principles applying general contract and copyright doctrine, not applying a body of settled CC-specific Indian case law, because no such body yet exists.

VII. CREATIVE COMMONS AGAINST STATUTORY EXCEPTIONS & MORAL RIGHTS

A. Section 52 already exists independently of any licence

Section 52 sets out statutory exceptions to infringement, fair dealing for research, criticism, review and reporting current events, use in judicial proceedings, certain educational reproduction, and a range of other permitted acts, that apply regardless of whether the work carries a CC licence at all.¹¹ A common confusion in practice is treating a CC licence's conditions as though they narrow what section 52 otherwise permits. They do not. Section 52 operates independently of any licence terms; a use that independently qualifies as fair dealing remains lawful whether or not it also complies with a CC condition such as attribution or non-commercial use, because the statutory exception and the private licence are separate legal bases and a user may rely on whichever applies. A CC licence broadens what a user may do beyond section 52's baseline; it does not and legally cannot narrow the statutory floor.

B. The section 57 tension

Section 57 gives the author, independently of the assignment or licensing of economic rights, the right to claim authorship and to restrain or claim damages in respect of distortion, mutilation, modification or other act prejudicial to honour or reputation, and that right survives even an assignment of copyright.¹² This creates a genuine structural tension with the two most permissive Creative Commons licences. CC BY and CC BY-SA both permit adaptation, including

¹¹Copyright Act 1957, s 52.

¹²Copyright Act 1957, s 57.

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adaptation the original author may regard as prejudicial to reputation, subject only to attribution and, for BY-SA, reciprocal licensing of the adaptation. An author who releases a photo essay under CC BY cannot, by that act alone, be taken to have waived the section 57 right to object to a derogatory recontextualisation of the images, because moral rights in India are understood as inalienable and are not something a copyright licence, however broadly worded, can extinguish by implication.

The practical result is that even a CC BY licence does not give a downstream user complete legal safety for any adaptation the licence's economic terms would otherwise seem to permit. A derivative that satisfies every condition of the licence, correct attribution, no additional restriction, could still expose the adapter to a section 57 claim if the adaptation distorts the work in a manner prejudicial to the original author's honour or reputation. This is not a defect in Creative Commons so much as a reminder that CC licences operate only within the economic-rights layer of copyright and do not, and under Indian law probably cannot, reach the separate moral-rights layer at all.

VIII. OWNERSHIP, CHAIN OF TITLE AND THIRD-PARTY RIGHTS

A CC licence is only as reliable as the licensor's own title. Nothing in Creative Commons' legal code or in Indian law converts a CC deed into a warranty that the person applying it actually owns, or has authority to license, the underlying copyright; the standard CC licence text disclaims warranties on precisely this point. Where a contributor to an open repository uploads a photograph, they did not take, or text substantially copied from an earlier proprietary source, and marks it CC BY, downstream users who rely on that mislabelled licence remain exposed to infringement claims from the true owner, because a licence granted by a non-owner conveys nothing the non-owner did not have to give.

This is why institutional deployment of CC licensing, discussed in Part X, typically pairs the licence with a contributor declaration of ownership rather than relying on the licence text alone. The licence answers the question of what a rightful owner has permitted; it does not and cannot answer the logically prior question of whether the person applying it was the rightful owner in

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the first place. That verification burden sits with the platform accepting contributions, not with the licence.

A related but distinct limitation concerns rights that are not copyright at all. Creative Commons' own guidance states plainly that its licences do not cover the publicity, personality and privacy rights of third parties who may appear in a licensed work.¹³ A CC-licensed photograph of an identifiable individual therefore authorises the copyright uses the licence describes, reproduction, adaptation and so on, but does not by itself authorise using that person's likeness in a way that would otherwise require their consent, for instance in an advertisement implying endorsement. A user relying solely on a CC deed's permissions while ignoring this distinction is relying on a narrower authorisation than the use may actually require.

IX. WHERE CREATIVE COMMONS CANNOT REACH: TRADEMARKS AND PATENTS

Creative Commons licences operate exclusively within copyright and closely related rights, including, since version 4.0, sui generis database rights; they do not extend to trademark or patent rights, which are governed by separate statutes with separate registration, subsistence and infringement rules.¹⁴ This is not a drafting gap in the licences; it reflects the different purposes those other rights serve. Trademark law protects a mark's function as a source identifier, and Creative Commons itself warns against applying a CC licence to a logo or trademark, because allowing unrestricted copying and adaptation of a mark under a copyright licence could undermine the owner's ability to control the quality and origin signals the trademark is meant to protect, and could even jeopardise the trademark rights themselves.

Section 29 of the Trade Marks Act 1999 defines infringement of a registered mark by reference to use in the course of trade of an identical or deceptively similar mark for the same or similar goods or services in a manner likely to confuse.¹⁵ That inquiry, confusion as to trade origin, is analytically unrelated to whether a use complies with a CC licence's attribution or non-

¹³Creative Commons, 'Frequently Asked Questions' (creativecommons.org) <<https://creativecommons.org/faq/>>

¹⁴Creative Commons (n 10).

¹⁵Trade Marks Act 1999, s 29.

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commercial condition. A reuser who scrupulously complies with every condition of a CC BY licence attached to a company's promotional photograph can still infringe that company's trademark if the reuse creates a likelihood of confusion about sponsorship or origin; compliance with the copyright licence supplies no defence to the separate trademark claim.

Patents raise the same structural point in an even sharper form. *Section 68* of the Patents Act 1970 requires that an assignment or licence of a patent be in writing and embodied in a document setting out all the licensed terms, and be duly executed, formalities considerably more demanding than anything section 30 requires for a copyright licence.¹⁶ Creative Commons licences are not drafted to satisfy, and do not purport to satisfy, that regime at all; open patent pledges and defensive patent licensing exist as a separate practice with their own instruments, precisely because a copyright-oriented public licence cannot simply be extended by analogy to cover a fundamentally different and more heavily formalised species of intellectual property. Software raises a related caution: Creative Commons itself recommends against applying its licences to software code, because software-specific licences address source-code distribution and patent grants that CC licences do not contain, and India's own open-source practice accordingly relies on licences such as the GNU General Public License or the MIT License rather than CC licences for code.¹⁷

X. CREATIVE COMMONS IN INDIAN INSTITUTIONAL PRACTICE

A. *The 2007 localisation*

Creative Commons licences were formally ported to Indian law in January 2007, when versions localised for India were launched at the Indian Institute of Technology, Bombay, with Shishir Jha of IIT Bombay as project lead and Lawrence Liang of the Alternative Law Forum, Bangalore, as legal lead.¹⁸ The India-ported licences, for example CC BY 2.5 India, adapted the generic international legal code to Indian statutory terminology while preserving the same four-condition structure described in Part III. Later CC licence versions, from 4.0 onward, moved to a

¹⁶Patents Act 1970, s 68.

¹⁷Creative Commons, 'Can I apply a Creative Commons license to software?' (creativecommons.org/faq) <<https://creativecommons.org/faq/#can-i-apply-a-creative-commons-license-to-software>>

¹⁸Creative Commons, 'India' (Creative Commons Wiki) <<https://wiki.creativecommons.org/wiki/India>>

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single internationally worded text designed to be enforceable across jurisdictions without separate national ports, which is the version now most commonly applied by Indian institutions.

B. NROER

The ‘**National Repository of Open Educational Resources**’, launched by India's Ministry of Human Resource Development through the Central Institute of Educational Technology, a constituent unit of NCERT, in August 2013, hosts textbooks, teaching materials and multimedia content contributed by teachers and institutions across the country, and applies a Creative Commons Attribution-ShareAlike licence as its default term for repository content.¹⁹ NROER is a working illustration of exactly the reciprocal-openness model described in Part III.B: a teacher may take an NROER resource, translate or adapt it for a local classroom, and redistribute the adaptation, provided the adaptation itself remains openly licensed on the same terms, so that the pool of freely reusable material grows rather than leaking into closed derivative editions.

C. DIKSHA and VidyaDaan

DIKSHA, India's national digital infrastructure for school education, operates a structured content-contribution channel known as VidyaDaan through which teachers, organisations and individuals submit learning resources for potential inclusion in the platform, and DIKSHA's contribution framework requires that submitted content carry an open licence within the Creative Commons framework, with contributors responsible for confirming that they hold the rights necessary to offer the content on those terms.²⁰ This mirrors, at a considerably larger operational scale, the ownership-verification gap identified in Part VIII: the platform's terms place the burden of confirming ownership on the contributor rather than on the licence text, which is precisely the allocation of responsibility this paper argues is legally necessary given that a CC licence cannot itself verify anyone's title.

Taken together, NROER and DIKSHA demonstrate that the statutory analysis in Parts IV and V is not merely theoretical. Two flagship Government of India digital education platforms already

¹⁹National Repository of Open Educational Resources' (Wikipedia)
<https://en.wikipedia.org/wiki/National_Repository_of_Open_Educational_Resources>

²⁰DIKSHA VidyaDaan, 'Terms of Use' <<https://vdm.diksha.gov.in/terms-of-use.html>>

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operate on the assumption that CC licensing is valid and enforceable under Indian law, at a scale involving millions of students and lakhs of contributed resources, without waiting for the kind of appellate confirmation discussed in Part VI. That is a strong practical vote of confidence in the underlying legal analysis, even though it is not, and should not be mistaken for, a judicial one.

XI. REMAINING GAPS AND THE CASE AGAINST A DEDICATED STATUTE

A. What a Creative Commons Act would not fix

Periodic proposals surface for a standalone Indian statute recognising open licensing. This paper does not support that route. The gaps identified above- the absence of settled appellate authority, the ownership-verification burden on repositories, the section 57 tension for adaptive licences- are not gaps a declaratory statute would close. A provision merely stating that Creative Commons licences are valid would not tell a court how to resolve an attribution dispute, would not verify any contributor's title, and would not reconcile CC BY's permissive adaptation right with section 57's inalienable moral right; it would simply restate, at greater length and with more political visibility, what section 30 and section 10A already establish. Legislative energy directed at a dedicated CC statute risks being a symbolic gesture that leaves the actual points of uncertainty untouched.

B. Where reform would actually help

Three narrower interventions would close the real gaps identified in this paper.

First, the Copyright Office or the Department for Promotion of Industry and Internal Trade could issue interpretive guidance confirming that section 30A's writing and signature requirements are satisfied by a properly published standard-form public licence, removing the residual uncertainty addressed in Part V without requiring any amendment to the Act itself.

Second, publicly funded repositories such as 'NROER and DIKSHA', and any future state or university repository adopting CC licensing, should be required as a matter of programme design, not merely of internal terms of use, to obtain and retain a signed or digitally verifiable

ownership declaration from every contributor before publication, converting the current terms-of-use disclaimer described in Part X.C into an auditable institutional safeguard.

Third, model licensing clauses addressing the section 57 tension identified in Part VII, for instance requiring an adapter to remove attribution to the original author on request where the adaptation is contested as prejudicial, would give institutions a practical way to manage that tension without waiting for litigation to define its boundaries.

C. What litigation would ultimately settle

Ultimately, several of the questions this paper identifies, whether a court will treat a properly published CC deed as satisfying section 30A, how damages should be measured for infringement of a royalty-free licence, and how far a section 57 claim can survive a CC BY grant, cannot be settled by guidance or by institutional practice alone; they require a reported Indian judgment squarely addressing a CC licence dispute. Until that judgment exists, Indian CC practice will continue to rest, as NROER and DIKSHA already illustrate, on a confident but judicially untested reading of the existing statutory framework.

XII. CONCLUSION

Creative Commons does not ask Indian copyright law to do anything conceptually new. It asks section 30 to support a standard-form licence rather than only a bespoke one; it asks section 10A to treat electronic publication as a valid mode of communicating that licence; and it asks section 51 to treat a use inconsistent with the licence's conditions as an infringement in the ordinary way. Each of those requests is already, on the analysis in Parts IV and V, answered affirmatively by the existing text of the Act and the Information Technology Act 2000, without requiring a dedicated statute to do so.

What India actually lacks is not statutory capacity but tested authority and consistent institutional discipline. No reported Indian appellate judgment has yet confirmed this analysis against a genuinely contested dispute, and this paper has deliberately declined to rely on an unverifiable case citation to manufacture the appearance that one has. What exists instead is confident large-scale practice; NROER and DIKSHA both operate on the assumption that CC licensing works under Indian law, paired with structural weak points that practice alone cannot resolve: an ownership-verification gap that sits with the contributing platform rather than the licence text, and a moral-rights tension under section 57 that even the most permissive CC licence cannot waive away.

The realistic reform agenda is accordingly narrower than a new statute: interpretive clarity on section 30A's formalities, mandatory and auditable ownership verification at the point of contribution, and model clauses addressing the section 57 tension for adaptive licences. Creative Commons' four conditions, attribution, share-alike, non-commercial and no-derivatives, give Indian creators a workable vocabulary for pre-authorising public use at scale. Making that vocabulary fully reliable in an Indian dispute is a matter of institutional discipline and, eventually, of a reported judgment testing it, not of waiting for Parliament to reinvent a licensing structure the Copyright Act already supports.

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<<https://wiki.creativecommons.org/wiki/India>>
- DIKSHA VidyaDaan, 'Terms of Use' <<https://vdi.diksha.gov.in/terms-of-use.html>>
- 'National Repository of Open Educational Resources' (Wikipedia)
<https://en.wikipedia.org/wiki/National_Repository_of_Open_Educational_Resources>

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