

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURT IN BIRMINGHAM
BUSINESS LIST (ChD)
Claim No: BL-2020-BHM-000072

Neutral ref [2023] EWHC 501 (Ch)

BETWEEN

- (1) MOVIEBOX MEGASTORES INTERNATIONAL LIMITED
- (2) ORIENTAL STAR AGENCIES LIMITED
- (3) MOVIEBOX (BIRMINGHAM) LIMITED

Claimants

-and-

- (1) MOHAMMAD AKRAM RAHI
- (2) SHAZIA MANZOOR
- (3) AZEEM UD DIN QURESHI

Defendants

Counsel for the Claimants – Mr Gale

Counsel for the First Defendant – Mr Pearson

The Second and Third Defendants not attending or being represented at trial

Hearing dates 8/12/22 – 20/12/22

Handed down 8/3/23

INTRODUCTION

The Parties

1. The trial which this judgement concerns related to 3 sets of proceedings which were consolidated by court order dated 17 May 2021:
 - (a) Moviebox Megastores (International) Limited is the only claimant in action number BL - 2020 - BHM - 000072 ("Claim 72") and the second claimant in action number BL - 2020 - BHM - 000115 ("Claim 115"). It carries on business as a publisher of Indian and Pakistani sound recordings, videos and films. I will refer to it as the First Claimant as the parties did at trial;
 - (b) Oriental Star Agencies Limited is the only claimant in action number BL - 2020 - BHM - 000092 ("Claim 92"). It also carries on business as a publisher of Indian and Pakistani sound recordings, videos and films. I will refer to it as the Second Claimant, as the parties did at trial;
 - (c) Moviebox (Birmingham) Limited is the first claimant in claim 115. It previously carried on business as a publisher of Indian and Pakistani sound recordings, videos and films, but it assigned all its rights in that business to the First Claimant in return for the payment to it of royalties by the First Claimant, subject to that, it has ceased to trade directly as a publisher. I will refer to it as the Third Claimant as the parties did at trial;
 - (d) Mohammad Akram Rahi ("Mr Rahi") is the only defendant to Claim 72 and Claim 92 and he is the third defendant to Claim 115. He is a Pakistani national and a singer and performer of Pakistani Punjabi and Urdu music. Mr Rahi says that he is the writer of the lyrics of and music to a large number of songs, including the songs that are in issue in the consolidated claims;
 - (e) Shazia Manzoor ("Ms Manzoor") is the first defendant in Claim 115. She is a performer of Pakistani Punjabi and Urdu music. The trial did not concern Claim 115 against Ms Manzoor, because judgement in default was entered against her on 14 April 2021 (although she has applied to set aside the judgement entered against her); and
 - (f) Azeem Ud Din Qureshi ("Mr Qureshi") is the second defendant to Claim 115. The trial did not concern Mr Qureshi because judgement in default was entered against him on 14 April 2021.

The Claims in Summary

2. I will refer to Claim 72, Claim 92 and Claim 115 collectively as "the Claims".
3. The Claims all concern YouTube channels operated by the First Claimant and the Second Claimant.
4. In Claim 72, the First Claimant says that Mr Rahi made fraudulent claims to You Tube, in June and July 2020, that he wrote and therefore owns the copyright in 11 songs

appearing in 26 videos appearing on the First Claimant's YouTube channels. The First Claimant says that those claims caused YouTube to deactivate one of the First Claimant's main YouTube channels, to delete the disputed videos and to prevent the First Claimant from uploading new content onto its YouTube channels.

5. In Claim 92, the Second Claimant says that Mr Rahi made fraudulent claims to YouTube, in July 2020, that he wrote and therefore owns the copyright in one song which appeared in 12 videos on the Second Claimant's YouTube channel, causing YouTube to delete the 12 disputed videos from the Second Claimant's YouTube channel and to refuse to allow the Second Claimant to upload new content onto its YouTube channel.
6. In Claim 115 the First and Third Claimants say that Ms Manzoor assigned to the Third Claimant all the rights in recordings made by her which appeared on the First Claimant's YouTube channels, but that on 5 May 2022 she purported to assign to Mr Qureshi, her manager, the digital publishing rights to 400 songs ("the Assignment") and in October 2020 Mr Qureshi complained to YouTube that videos and sound recordings of Ms Manzoor, on the First Claimant's YouTube channels infringed his rights under the Assignment. This resulted in YouTube removing those works from the First Claimant's YouTube channels. The First Claimant and the Third Claimant say that Ms Manzoor and Mr Qureshi with the encouragement of and in concert with Mr Rahi set out to injure the economic interests of the First Claimant and Third Claimant, by unlawful means.

The Parties Pleaded Cases in the Claims

Claim 72

7. The First Claimant says in its Particulars of Claim that:
 - (a) Mr Rahi published videos on his own YouTube channel which infringed the First Claimant's copyright and the First Claimant complained to YouTube about that infringement;
 - (b) in June and July 2020, Mr Rahi issued a complaint to YouTube that the First Claimant had infringed his copyright as the author of 11 songs ("the 11 Songs") in 26 videos on the First Claimant's YouTube channel. Mr Rahi made his complaints about the 26 videos in three tranches in June and July 2020 (such complaints being referred to in YouTube's policy documents as "Strikes");
 - (c) YouTube's published policy states that if it receives three Strikes within 90 days against a YouTube Channel holder, it may terminate the YouTube channel. The First Claimant says that Mr Rahi made his complaints to YouTube in three strikes, instead of in one strike, in a deliberate attempt to cause YouTube to terminate the First Claimant's YouTube channel, in accordance with its policy;
 - (d) on 9 September 2020 YouTube deactivated the First Claimant's main YouTube channel, the disputed videos were deleted and YouTube refused to allow the First Claimant to upload new content to its YouTube channels;
 - (e) Mr Rahi's allegations, that he owns the copyright in the 11 songs amounted to the tort of malicious falsehood and the allegations were fraudulent because:

- (i) he was aware of YouTube's three strikes policy and made his complaints in three tranches in a deliberate attempt to injure the First Claimant;
 - (ii) Mr Rahi published a video on his Facebook page, boasting of his attack on what Mr Rahi referred to as the "Music Mafia";
 - (iii) Mr Rahi was retaliating for the First Claimant's previous complaint to YouTube that Mr Rahi had infringed its copyright; and
 - (iv) Mr Rahi knew that he was not the owner of the copyright for any of the 11 songs (for reasons set out in Annexe A to the Particular of Claim and in the Particulars themselves);
- (f) Mr Rahi has committed the tort of causing loss to the First Claimant by unlawful means because:
- (i) he wrongly interfered with the actions of YouTube, a third party with whom the First Claimant had an economic interest;
 - (ii) Mr Rahi intended, by doing so, to cause harm to the First Claimant and did cause harm to the First Claimant; and
 - (iii) Mr Rahi perpetrated a deceit on YouTube, by knowingly making several groundless fraudulent and malicious complaints that the First Claimant had infringed his copyright with the aim of inducing YouTube to terminate the First Claimant's YouTube channels.

8. Mr Rahi's defence to claim 72 is lengthy, but in summary he says:

- (a) he wrote the 11 Songs and the First Claimant has no copyright in them;
- (b) the 11 Songs are amongst the songs in his book "Ik Akram Rahi" registered with the Pakistani Intellectual Property Office on 19 February 2020 ("the IPO" and "the Book") and the certificate issued by the IPO ("the Certificate") is prima facie evidence of Mr Rahi's ownership of the copyright in the 11 Songs which are all included in the Book;
- (c) he issued his own proceedings before the Intellectual Property Tribunal in Pakistan ("IPT"), to establish his copyright to the songs in the Book, as against the First Claimant and was successful;
- (d) he knew of the YouTube three strikes policy, but YouTube would only allow 10 links to be referred to in any one complaint and so he needed to make three complaints to cover the 26 videos of the First Claimant that he was complaining about. He did not believe that YouTube would actually close down the First Claimant's YouTube account, as a result of receiving three strikes from a single source; and
- (e) he sets out at Schedule 1 to his defence the evidence he relies upon for his assertion that he wrote each of the 11 Songs.

9. In its Reply the First Claimant says:

- (a) Mr Rahi's claims to copyright date back only to late 2019 when he applied for a certificate from the IPO in relation to the Book which he claimed, in order to obtain the Certificate, to have first published in 1989;
- (b) Mr Rahi's procuring of the certificate from the IPO for the Book was self-serving, the Book contains many works known to have been written by others. In some cases, Mr Rahi has replaced the name of the true author with his name in the text of songs that he includes in the Book; and

(c) the First Claimant sets out in its Reply its responses to Schedule 1 to Mr Rahi's Defence and sets out its own evidence that Mr Rahi was not the writer of any of the 11 songs.

10. Annexe 1 to this judgment sets out details of the 11 Songs which are the subject matter of Claim 72, a summary of the facts and evidence relied on by Mr Rahi in saying that he is the author of the 11 Songs and by the First Claimant to say that he is not. Those details are taken from the Particulars of Claim and Reply of the First Claimant, Mr Rahi's Defence and the witness statements of Mr Rahi and Kamraan Ahmed ("Mr Ahmed") a director of the First Claimant.

Claim 92

11. Claim 92 is concerned only with one song, namely "Yaadan Vichray Diyan" (which I will refer to as "Song 12"). Because Claim 92 only concerns Song 12, it is convenient to include what is said about Song 12 in (a) the Second Claimant's Particulars of Claim; (b) Mr Rahi's Defence; and (c) the Second Claimant's Reply here, rather than including them in an annexe to this judgment. I will also set out what the Second Claimant's witnesses and Mr Rahi say about Song 12, when summarising the content of their witness statements, rather than including that detail in an annexe to this judgment.

12. The Second Claimant says, in its Particulars of Claim, that:

- (a) a number of videos on Mr Rahi's YouTube channel infringe the Second Claimant's copyright and there has been a dispute between the Second Claimant and Mr Rahi about them since 2017;
- (b) in July 2020, Mr Rahi made groundless complaints to YouTube that 12 of the videos appearing on the Second Claimant's YouTube channel featuring Song 12 infringed his copyright as the author of the lyrics to Song 12;
- (c) Mr Rahi relies on the Book which he claims to have written in 1989 and which contains Song 12, in asserting that he wrote Song 12 ;
- (d) Song 12 was performed in 1985 by Nusrat Fateh Ali Khan ("Nusrat"). The Second Claimant sponsored Nusrat to come, from Pakistan, to the World of Music and Drama festival in 1985 ("WOMAD) at which Nusrat sang Song 12 and in August 1985 Nusrat recorded Song 12 for the Second Claimant;
- (e) Annex 3 to the Particulars of Claim are a cassette sleeve and a CD sleeve for Nusrat's solo Albums 1 and 45, both released in 1988 by the Second Claimant, attributing authorship of Song 12 to Rafiq Pasha ("Mr Pasha") and Iqbal Qasoori;
- (f) Nusrat can be heard, at the end of Song 12 singing Mr Pasha's name, crediting him as the author of Song 12;
- (g) Mr Rahi has recorded two albums with Song 12 on them. The album sleeves of both credit Mr Pasha as the author of Song 12;
- (h) in the recordings of Song 12 made by Mr Rahi, he can be heard crediting Mr Pasha as the author;
- (i) Annex 5 to the Particulars of Claim is a copy of an assignment dated 17 July 1990 from Mr Pasha to the Second Claimant of the copyright in the lyrics to Song 12;

- (j) Mr Rahi made complaints to YouTube in three tranches in July 2020 to try to trigger YouTube's "three strikes policy" and have the Second Claimant's YouTube channel shut down;
- (k) YouTube gave notice threatening to terminate the Second Claimant's YouTube channel;
- (l) Mr Rahi's allegations amount to malicious falsehood;
- (m) Mr Rahi's allegations are malicious because:
 - (i) he was aware of YouTube's three strikes policy and deliberately made his complaints in three tranches in an attempt to cause YouTube to terminate the Second Claimant's YouTube channel;
 - (ii) Mr Rahi published a video on Facebook with his lawyer boasting of their success in causing the First Claimant's YouTube channel to be closed down and clearly stating that the Second Claimant's YouTube channel would be next; and
 - (iii) Mr Rahi was retaliating for the Second Claimant disputing Mr Rahi's copyright in material on Mr Rahi's YouTube channel and in an attempt to intimidate the Second Claimant;
- (n) Mr Rahi's allegations are fraudulent because:
 - (i) he does not own the copyright in Song 12;
 - (ii) Song 12 was recorded by Nusrat and widely performed, before Mr Rahi performed it or claims to have written it;
 - (iii) in the original recording produced by the Second Claimant in 1985 and released by Real World Records in 1988, Nusrat sings the name of the author (Mr Pasha) and in Mr Rahi's cover version of Song 12 he sings Mr Pasha's name; and
 - (iv) Mr Rahi's own literature and album sleeves, credit Rafiq Pasha as the author of Song 12;
- (o) Mr Rahi has committed the tort of causing loss to the Second Claimant by unlawful means because:
 - (i) he wrongfully interfered with the actions of YouTube, a third party with whom the Second Claimant had an economic interest;
 - (ii) he did so with intent to cause harm to the Second Claimant; and
 - (iii) he has inflicted harm upon the Second Claimant by unlawful means, by perpetrating a deceit upon YouTube, by knowingly making fraudulent and malicious claims that he is the author of Song 12.

13. In his Defence, Mr Rahi says:

- (a) in 1981, while still at school, he created a poem and performed it in his village and at school, the poem became the lyrics to Song 12;
- (b) in 1983 he recited the poem in front of Nusrat who asked Mr Rahi if he would allow him to use it. Mr Rahi agreed to give Nusrat a personal licence to use the poem;
- (c) Nusrat performed Song 12, when Nusrat died in 1997 the licence terminated;
- (d) he accepts that Nusrat performed Song 12 in the UK in 1985 at WOMAD;
- (e) Nusrat does not sing "Pasha" at the end of Song 12, he sings "Pashay" meaning a high-level officer (in Persian);

- (f) he produces a cassette sleeve for his Volume 105 released in 2002 by Super Music, which credits the writing of Song 12 to Mr Rahi and the music to Sohail Abbas;
- (g) the cassette sleeve produced by the Second Claimant, of an album by Mr Rahi, crediting Rafiq Pasha as the author of Song 12 was not authorised by him, it is a pirate version of his genuine 2002 album released by Super Music;
- (h) he made three separate complaints to YouTube, because he found the 12 videos on the Second Claimant's YouTube site on three separate occasions; and
- (i) Song 12 is included in the Book registered with the IPO which is prima facie evidence of his ownership of the copyright to Song 12.

14. In its Reply, the Second Claimant says:

- (a) in the Book, Mr Rahi has altered the last line of Song 12 from "Pasha" to "Rahi";
- (b) Mr Rahi sang a version of Song 12 in 2002 and 2003 it was published by Heera Enterprises in Pakistan and by Hi -Tech Music UK Limited ("Hi - Tech") in the UK. The Second Claimant has the cassette sleeves from those albums showing Rafiq Pasha as the author of the lyrics to song 12; and
- (c) Song 12 was sung by Nusrat at the WOMAD festival in 1985 and in 1988 WOMAD released an album including Song 12, a copy of which is annexed to the Reply, which credits Rafiq Pasha as the author of Song 12.

Claim 115

15. In their Particulars of Claim the First and Third Claimants say:

- (a) between 1997 and 2001, Ms Manzoor made recordings and videos and signed letters assigning to the Third Claimant the rights in those recordings and by agreement dated 20 March 2002, Ms Manzoor agreed that her rights, as singer, in recordings and videos made during the term of that agreement would vest in the Third Claimant. As a consequence the Third Claimant owned the copyright in the works listed in Annex A to the Particulars of Claim ("the Works");
- (b) on 1 October 2015 the Third Claimant assigned to the First Claimant, its copyrights in the Works;
- (c) in February 2020, Mr Rahi obtained a certificate from the IPO purporting to certify his ownership of all the songs in the Book. Relying on that certificate, Mr Rahi issued proceedings in the IPT in Pakistan to confirm his ownership in the songs in the Book and made fraudulent and malicious claims to YouTube;
- (d) on 9 September 2020 YouTube disabled the First Claimant's YouTube channel and Mr Rahi published, on social media a video in which he and his lawyer in Pakistan (Mr Zahoor) boasted about damaging the First Claimant's business and threatened to continue to inflict damage on the First Claimant and that the Second Claimant's YouTube Channel would be next;
- (e) in Claim 72 Mr Rahi undertook, after an injunction had been granted to the First Claimant, to retract the complaints he made to YouTube;
- (f) Mr Rahi issued complaints to YouTube about Song 12 appearing on the Second Claimant's YouTube channel, in reliance upon the Certificate issued by the IPO in respect of the Book. YouTube issued notice that the Second Claimant's YouTube channel would be disabled;

- (g) the Second Claimant issued Claim 92 and on 19 November 2020, obtained an injunction requiring Mr Rahi to retract the complaints he made to YouTube about the Second Claimant infringing his copyright in relation to Song 12;
- (h) Mr Rahi knows Ms Manzoor and Ms Manzoor provided a witness statement in Claim 72 in support of Mr Rahi outlining her grievance against the Second Claimant and Ms Manzoor and Mr Rahi have been photographed together;
- (i) Ms Manzoor purported to assign to Mr Qureshi, her manager, the digital publishing rights in the Works on 5 May 2020 (“the Assignment”). The witnesses to the signatures of Ms Manzoor and Mr Qureshi were, Mr Rana Asgar Ali (Rana”) believed to be Mr Rahi’s booking agent and Asgar Ali Jutt (“Mr Jutt”) believed to write songs for Mr Rahi;
- (j) between 21 October 2020 and 23 October 2020, Mr Qureshi complained to YouTube that the Works published on the First Claimant’s YouTube channel infringed the copyrights he had obtained by the Assignment;
- (k) YouTube removed the Works from the First Claimant’s YouTube channel and gave notice to the First Claimant that its YouTube channel would be terminated pending a review of the counter notice submitted by the First Claimant;
- (l) the same lawyer (Mr Zahoor) acted for Mr Qureshi, in submitting Mr Qureshi’s claim to the IPT in Pakistan, as acted for Mr Rahi in submitting his previous claim to the IPT;
- (m) Ms Manzoor acted maliciously and fraudulently in purporting to assign rights in the Works which she did not own, to Mr Qureshi, by the Assignment;
- (n) Mr Qureshi acted maliciously and fraudulently in issuing groundless claims to the IPT and YouTube (in the former case using the same lawyer as Mr Rahi used) and deliberately sent several complaints to YouTube to provoke it to disable the First Claimant’s YouTube channel in accordance with YouTube’s three strikes policy;
- (o) Mr Qureshi committed the tort of causing loss by unlawful means by perpetrating a deceit on YouTube by knowingly making groundless complaints to YouTube, in order to induce YouTube to remove material from the First Claimant’s YouTube channel and terminate its YouTube channel;
- (p) Ms Manzoor and Mr Qureshi acted in a common design to interfere wrongly in the economic interests of the First Claimant and make malicious and false claims; and
- (q) in light of: (i) the connection between Ms Manzoor and Mr Rahi and Ms Manzoor providing a witness statement for Mr Rahi in Claim 72; (ii) the witnessing of the Assignment by associates of Mr Rahi; (iii) Mr Rahi’s video in which he threatened the First Claimant; and (iv) the similarities between the proceedings issued by Mr Qureshi and Mr Rahi and the employment of the same lawyer to take proceedings for Mr Rahi and Mr Qureshi before the IPT, in Pakistan, the First and Third Claimants say that all three defendants were involved in a common design and conspiracy to injure the economic interests of the First Claimant and the Third Claimant, in that they combined to take unlawful action in order to cause damage to the First Claimant and Third Claimant.

16. In his defence to Claim 115, Mr Rahi says:

- (a) his lawyer, Mr Zahoor was reporting on social media on 19 September 2020, on the outcome of the hearing of an appeal by the First Claimant to the High Court in Pakistan

- (b) in referring to the First Claimant and others as a “Mafia”, on 19 September 2020, he meant a group attacking a single person (i.e. Mr Rahi);
- (c) both Mr Rahi and Ms Manzoor are renowned singers in Pakistan, it would be surprising if they did not know each other;
- (d) he accepts that in the video of 19 September 2020, Mr Rahi mentioned Ms Manzoor and others complaining about fake documents;
- (e) Mr Jutt runs a music recording studio in Lahore, Rana did run a music recording studio in Lahore but is now a freelance recordist. Mr Jutt is not a writer for Mr Rahi and Rana is not Mr Rahi’s booking agent. He has hired both of their studios in the past on occasions and as a result of doing so, Mr Rahi has a passing acquaintance with both of them;
- (f) Mr Zahoor specialises in IP law and many in the music industry in Pakistan hire him; and
- (g) Mr Rahi did not cause anyone to file claims or complaints, he has no knowledge of any assignment of copyright from Ms Manzoor to Mr Qureshi or any complaint by Mr Qureshi to YouTube.

TRIAL OF PRELIMINARY ISSUES

17. By order dated 19 July 2021 it was directed that there be a trial first of those issues necessary to determine whether any or all of the claims against Mr Rahi set out in the Claims are proved. If the Claimants do prove any or all of the Claims, then the quantum of damages that Mr Rahi is liable to pay to those Claimants who have proved their claims against him at the first hearing, will be determined at a second hearing. The hearing before me is the first hearing and my task is therefore to determine whether the Claimants have proved any of the Claims they make against Mr Rahi in the Claims and if so which. I am not concerned, at this stage, to quantify any damages the Claimants may be entitled to if and to the extent that they do prove their claims.

REPRESENTATION

18. At trial Mr Gale represented all the Claimants in all the Claims and Mr Pearson represented Mr Rahi.

FACTUAL WITNESSES

19. I will now provide details of the witnesses of fact which each party relies upon and will provide a summary of the relevant evidence that they gave in their witness statements.

Factual Witnesses relied upon by the Claimants

20. All of the Claimants' witnesses attended trial for cross-examination except Sukshinder Singh Bhullar ("Mr Bhullar") who Mr Pearson elected not to cross-examine. What follows is a summary of what witness says in his witness statement.

Kamraan Ahmed ("Mr Ahmed")

21. Mr Ahmed is a director of the First Claimant and the Third Claimant. He has been involved in the Asian music business since 1997, initially helping his father, Shabbir Ahmed who founded Moviebox.
22. The First Claimant issued strikes to Mr Rahi's YouTube channel in respect of 4 albums on which Mr Rahi was the singer, but the First Claimant owned the rights.
23. Mr Rahi issued his strikes against movies on the First Claimant's YouTube channel containing the 11 Songs, immediately after the First Claimant refused to withdraw its claims against the 4 albums appearing on Mr Rahi's YouTube channels.
24. Mr Rahi boasted about closing down the First Claimant's YouTube channel and encouraged other artists to upload the First Claimant's copyright material on their own YouTube channels.
25. It was directly due to Mr Rahi's malicious claim and strikes that YouTube suspended the First Claimant's main YouTube channel. The First Claimant lost money as a result of its YouTube channel being suspended.
26. None of the sound recordings of the 11 Songs appearing in movies on the First Claimant's YouTube channel were sung by Mr Rahi, other than Song 2 and Song 10, in the movie Danda Peer. Mr Rahi could only issue strikes against the 11 Songs on the basis that he wrote the lyrics to them and he therefore concocted a plan to claim that he had written the lyrics even though he knew he had not.
27. Mr Ahmed produces images taken of Mr Rahi's YouTube channel (which when disclosed by the First Claimant's solicitors to Mr Rahi's solicitors, he says were deleted from that channel or made private so they could no longer be viewed). These include:
 - (a) an image crediting Mr Sadiq as the author of works sung by Mr Rahi, contrary to Mr Rahi's case that Mr Sadiq never authored any of the songs he sang;
 - (b) images of songwriter's names for songs which have now been obscured;
 - (c) images showing Bhatti Studio as a recording studio used by Mr Rahi, notwithstanding that Mr Rahi says that he has never used that recording studio; and
 - (d) images of a vast number of Mr Rahi's cassettes displayed by Mr Rahi's manager which do not match the artwork which Mr Rahi has produced in relation to those albums.
28. Mr Ahmed produces audio files of:

- (a) Mr Rahi providing information in relation to his solo albums being released which conflicts with his case, as to which authors, producers and studios recorded and released those albums; and
 - (b) Mr Sadiq introducing an album and saying that Mr Rahi has sung songs written by him.
29. Mr Ahmed produces agreements executed by Mr Rahi which refer to songs and confirm that Mr Sadiq and others were the authors of songs which Mr Rahi claims were authored by him (and are in the Book).
30. Mr Ahmed produces a video of Mr Rahi confirming he went to the open market and collected two cassettes of every one of his solo albums and kept them for safekeeping and digitalisation, but Mr Rahi is now saying that he has no original cassettes or cassette covers of any of the digital images of cassette covers he has disclosed.
31. Mr Ahmed exhibits confirmation from a certified analyst that a symbol appearing in a song lyric known as a “Elamat E Takhullus” is put there to highlight where the name of the author of the song appears, in the song lyrics.
32. Mr Ahmed then goes on to provide evidence to support the contention of the First Claimant that Mr Rahi did not write the 11 Songs. That detail is included in Annexe A to this judgment.
33. As for Claim 115 (conspiracy to injure by unlawful means), Mr Ahmed says that:
- (a) after Mr Rahi targeted the First Claimant’s YouTube channels, he developed a relationship with Ms Manzoor. Mr Rahi convinced Ms Manzoor and Mr Qureshi and worked in common design with them to target the First Claimant’s YouTube channels. Mr Rahi persuaded Ms Manzoor’s manager, Mr Qureshi, to “front the attack” on the First Claimant, so that neither Mr Rahi, nor Ms Manzoor would suffer a legal backlash;
 - (b) he received calls from Pakistan telling him that Mr Rahi had openly said that he would take revenge on the First Claimant for taking out an injunction (in Claim 72) which he took to be a warning that if the First Claimant did not stop the injunction application, Mr Rahi would make the First Claimant suffer by “placing the gun” in someone else’s hands;
 - (c) the First Claimant then started receiving strikes in the same pattern and supported by the same proceedings (before the IPT, in Pakistan) by the same lawyer who acted for Mr Rahi, fronted by Mr Qureshi;
 - (d) the witnesses to the Assignment are the same people who were in Mr Rahi’s “about” section on his YouTube channels and Facebook pages, which detail was then removed after the First Claimant’s solicitor disclosed those pages to Mr Rahi’s solicitor;
 - (e) for the following reasons he believes that the witnesses to the Assignment are well known to Mr Rahi:
 - (i) at around the time that the strikes were issued by Mr Qureshi, Mr Rahi appears in a video in which Rana also appears and a note on the video says “Mr Rana manager is standing”;

- (ii) a screenshot of Mr Rahi's YouTube channel shows contact details for "manager Rana Asgar Ali"
- (iii) images are produced of both witnesses at numerous events alongside Mr Rahi;
- (iv) an image is produced showing Mr Jutt with a note that he has written songs for Mr Rahi;
- (v) Mr Rahi and Ms Manzoor appearing in public together, after the strikes were issued; and
- (vi) Mr Jutt and Rana have provided studio letters to Mr Rahi purporting to be proprietors of studios, but they are not proprietors of those studios.

Mohammed Ayyub ("Mr Ayyub")

- 34. He was, before he retired, the managing director of the Second Claimant.
- 35. Mr Rahi never mentioned to him that he claimed ownership of Song 12 or that he disputed the Second Claimant's ownership or use of it.
- 36. The Second Claimant arranged for Nusrat to attend the WOMAD festival in 1985 and he attended the recording of Song 12 by Nusrat shortly thereafter. Nusrat and his manager Harji Iqbal told him that Mr Pasha from Faisalabad had written Song 12. He arranged, through Mr Sadiq, in 1990, for Mr Pasha to assign to the Second Claimant the rights in Song 12.
- 37. He confirms that documents produced relating to Nusrat's attendance at the WOMAD festival in 1985, a recording agreement signed by Nusrat and an assignment signed by Mr Pasha of Song 12 are all genuine documents.
- 38. The Second Claimant has released many of Mr Rahi's albums and commissioned the recordings of those albums. An example is the album Sazawan Na Mukian, which was produced by Mr Sadiq for the Second Claimant, Mr Rahi provides an audio introduction to that album in which he credits the Second Claimant as releasing it. It is not true that the Second Claimant has released any of Mr Rahi's recordings illegally.

Mohammed Twaseen ("Mr Twaseen")

- 39. He became a director of the Second Claimant on 7 August 2017 and as such has access to the Second Claimant's archive of documents.
- 40. Mr Rahi's copyright strikes against the Second Claimant's YouTube channel were made suddenly and without warning and he believes maliciously because:
 - (a) he asked Mr Mirza Mc who knew both him and Mr Rahi, to ask Mr Rahi to withdraw the YouTube strikes. Mr Mirza Mc reverted and said that Mr Rahi would only retract the YouTube strikes if all solo albums sung by Mr Rahi, released by the Second Claimant and the Hi-Tech Music Ltd (a company controlled by Mr Twaseen's brother) were removed from their YouTube and other digital platforms, so that Mr Rahi could exploit them on his own YouTube and digital platforms; and

- (b) Mr Rahi, in social media posts spoke vindictively about the Second Claimant and its former director and boasted about closing the First Claimant's YouTube channel and warned the Second Claimant and Hi-Tech that they would be next.
41. Mr Twaseen confirms that the following audio files are genuine and produced by him from the records of the Second Claimant:
- (a) audio files 1 and 27 – 29 of Mr Rahi singing "Pashay" at the end of Song 12 (crediting Mr Pasha as the author of Song 12);
 - (b) audio file 13 – Mr Rahi confirming that an album of songs sung by Mr Rahi, of which the author was Mr Sadiq was being released by the Second Claimant, which matches the artwork for the album sleeve provided by the Second Claimant, but not the artwork on the digital image of a cassette sleeve provided by Mr Rahi. This goes to the credibility of Mr Rahi who says that he never authorised the Second Claimant to release any songs sung by him;
 - (c) audio file 15 in which Mr Rahi credits his success to the company Rehmat Gramophone House ("RGH") which contradicts the statement of Mr Rahi in paragraph 8 of his defence that RGH;
 - (d) audio files 22, 24 and 25 in which Mr Rahi confirms that Bhatti Studios was a recording studio used for some of his albums which contradicts his case that Bhatti studios did not record any of his work and the Studio Letters produced by Mr Rahi which he claims confirms that his albums were recorded at other studios; and
 - (e) audio files 30 – 35 in which Mr Rahi sings the pen names "Pasha", "Rahi", "Sagar", "Heera" and "Manzoor" as authorship credits on Vol 53 released by Heera which match the authorship credits in the artwork for Vol 53 released by Heera.
42. Mr Twaseen confirms that audio file of Mr Rahi singing Song 12, including the pen name "Pasha" at the end of it is genuine and produced from the records of the Second Claimant.
43. Mr Twaseen confirms that the following documents were produced by him from the records of the Second Claimant and are genuine:
- (a) a copyright agreement between Heera Cassettes and Mr Rahi, regarding an album on which Mr Rahi was the singer called Volume 28, witnessed by Mr Sadiq who made the recording and authored some of the works on Volume 28. Mr Twaseen says that Volume 28 was released in 1995;
 - (b) a fax sent by the BBC seeking copyright clearance for Song 12, 20 years ago and naming Mr Pasha as the author of Song 12;
 - (c) two pages on Mr Rahi's letterhead to Heera cassettes, providing details of songs and their authors; and
 - (d) faxes received in 1996 and 1997 from Mr Sadiq of Sargam Studios, certificates of remittances from the Second Claimant to Mr Sadiq and artworks for albums showing that this is the correct Sargam Studios and not the Sargam Studios identified in a Studio Letter produced by Mr Rahi, of which the proprietor is identified as Asim Raza.
44. Finally, Mr Twaseen confirms that the following images come from the records of the Second Claimant and are genuine:

- (a) artwork for cassette sleeves released by the Second Claimant and Real World records dating from 1988 crediting Mr Pasha as author of Song 12 and also artwork from sleeves for Mr Rahi's albums containing Song 12 crediting Mr Pasha as the author of Song 12;
 - (b) artwork for a cassette released by Lok Virsa, a government institute in Pakistan which identifies the author of Song 12 as Mr Pasha released in the late 1980's; and
 - (c) an original studio track sheet for Sargam Studios which does not match with the Studio Letter produced by Mr Rahi for Sargam Studios.
45. Mr Twaseen says that the PRS database comprises information provided by: (a) publishers making formal registrations; (b) radio stations reporting usage of songs which are not accurate because the radio station rarely knows who authored the song; and (c) duplicate registrations of the same song. Mr Twaseen produces PRS registrations for Song 12 from 1993, 1997 and 2004, none of which credit Mr Rahi as the author of Song 12, in contrast to the 2021 PRS registration produced by Mr Rahi of Song 12 does appear to credit him as author

Shamsher Singh Sandhu ("Mr Sandhu")

46. Mr Sandhu says that he is the author of the song Pekey Hundey Maawan Naal, written in Indian Punjabi, which he says he wrote in 2000 and was released in 2001, sung by Surjit Bindrakhia ("Mr Bindrakhia"). Mr Rahi has plagiarised his song to create a version of the same song in Pakistani Punjabi called Maa Mari Te Rishtey.
47. Mr Sandhu says that many years ago he was sent a video in which Mr Rahi was performing a live show. On the video tape, Mr Rahi said that an Indian singer named Bindrakhia (who had already died) had copied his song. Mr Sandhu says he sent a message on Facebook to Mr Rahi to say that Mr Rahi had copied his song, Pekey Hundey Maawan Naal. Mr Rahi responded that he accepted that Mr Sandhu's song had been released first but his song was recorded earlier but its release was delayed, but Mr Rahi then went on to say, in substance, so what if I copied your song, it happens all the time.

Sheikh Mohammad Sadiq ("Mr Sadiq")

48. Mr Sadiq says that he is the author of Songs 2,3,4 and 6 and many other poems and songs. He also says that:
- (a) he wrote Song 2 in 1992. The agreement dated 4 August 1993, by which Mr Rahi assigned to Heera Cassette company his rights as a singer of Song 2 and confirmed that Mr Sadiq wrote Song 2 is genuine and Mr Sadiq witnessed it;
 - (b) he wrote Song 3 in 1995. He was commissioned by the Second Claimant in 1996 to produce Mr Rahi's Album 37 which was recorded by Mr Rahi at Sargam Studios and Mr Rahi sang Mr Sadiq's name at the end of the recording of Song 3;
 - (c) he wrote Song 4 in 1996 (apart from the hook line which is from a traditional song). He sold the rights to Song 4 to Tip Top Music in Lahore (music publishers);

- (d) he wrote Song 6 in 1993. He was commissioned by the Second Claimant to produce the Album 31 containing Song 6, sung by Mr Rahi and released by Heera Cassettes in Pakistan. Mr Rahi credited Mr Sadiq as author at the start of Song 6. He sent a letter to the Second Claimant in 1994 in enclosing the master for Album 31;
- (e) he arranged for Mr Pasha (who he says is the author of Song 12) to assign the rights in Song 12 to the Second Claimant and witnessed the assignment executed by Mr Pasha; and
- (f) in the Book, Mr Rahi has replaced Mr Sadiq's name with his own for Songs 2-4 and 6 and has included in the Book a number of other songs written by Mr Sadiq and other famous poets over several hundred years.

Mr Bhullar

49. Mr Bhullar says that he recalls producing, for Kamlee Record (a company associated with the First Claimant and Third Claimant) an album containing Song 8, over 18 years ago with the singer Tariq Khan. He recalls the writer of Song 8 being Akhtar Hussain Akhtar ("Mr Akhtar") from Manchester.

Factual Witnesses relied upon by Mr Rahi

50. The position with Mr Rahi's witnesses is more complicated. Mr Rahi produced witness statements from six witnesses for trial, including himself, however only Mr Rahi and his witness, Sohail Abbas ("Mr Abbas") attended trial for cross-examination. Mr Pearson said that: (a) it was common ground that Mr Akhtar had died after he made his statement; (b) Mr Jutt did not attend trial for cross-examination because he claimed to have been intimidated by someone on behalf of the Claimants; and (c) Rana did not attend trial because he was unable to obtain a Visa to visit the UK to attend the trial and there were diplomatic difficulties with Rana giving his evidence remotely.

Mr Rahi

51. He is a singer, author of lyrics and composer of music and producer of Pakistani folksongs in Punjabi and Urdu.
52. He took part in song and poetry competitions while still at school and became a professional poet and singer in 1989, when he started to compile the Book of songs and poetry that he wrote. When he had assistance with writing songs from other poets/songwriters he paid them for their services. It took him 29 years to compile the Book of 1174 songs and the IPO issued a certificate of registration of copyright in the Book on the 19th of February 2020.
53. When audio cassettes and CDs were popular, several companies produced pirate copies of his albums. From around 2015 audio cassettes and CDs were becoming a thing of the past, music listeners started moving online to listen to music. This resulted in the

commissions that Mr Rahi earned from audio cassettes and CDs ending. He contacted his publishers and obtained digital copies of all his works and saved them onto a hard drive.

54. Mr Rahi decided to create his own YouTube channel which he did on 9 March 2017 and he started to upload his works onto this channel. He uploaded his new songs first, but when he started to upload his older songs he says that claims were made against his YouTube channel by others who had illegally uploaded his songs onto their own YouTube channels. The only disputes he was unable to resolve were those lodged by the First Claimant, Hi-Tech and the Second Claimant and associated companies.
55. Mr Rahi issued a claim against the First Claimant in the IPT in Lahore, based upon his having registered the Book at the IPO. At the same time the First Claimant issued a claim against him in the IPEC in London however the IPEC claim was not progressed by the First Claimant. Mr Rahi's proceedings before the IPT were successful.
56. Mr Rahi issued strikes against the First Claimant's YouTube channel for 26 YouTube links appearing on its YouTube channel. YouTube only allowed up to 10 links to be referred to in any one strike and so he made three separate strikes in order to cover all 26 links.
57. 12 songs are in dispute in Claim 72 (11) and Claim 92 (1). He owns the copyright in all 12 songs which were written by him and which are included in the Book registered with the IPO.
58. Annexe 1 to this judgment contains a summary of what Mr Rahi says in his witness statement about the 11 songs which are the subject matter of Claim 72. I will not repeat those points here but I will summarise what Mr Rahi says in his witness statement about Song 12 (the subject of claim 92) in addition to what is contained in his defence. Mr Rahi says that: (a) the agreement purporting to be dated 17 July 1990 between the Second Claimant and Mr Pasha does not refer to Song 12 and was executed 5 years after the WOMAD festival at which the Second Claimant says that Song 12 was sung by Nusrat; (b) there is no evidence that Nusrat sang Song 12 at the WOMAD festival; (c) the alleged agreement between Nusrat and the Second Claimant is dated in 1985, but the album which the Second Claimant has produced of songs sung by Nusrat (including Song 12) was not released until 1992; and (d) Hi - Tech have credited Mr Rahi on the PRS Register as the author of Song 12.
59. Mr Rahi says that the First Claimant has produced documents which are not genuine and that, whilst those documents do not concern the 12 Songs they have been produced to rebut his evidence that he never authorised the Claimants or their associated companies to release any of his solo albums. Mr Rahi says that these false documents have been produced to damage his credibility. The documents referred to are:
 - (a) a handwritten note appearing on a piece of paper purporting to be on Mr Rahi's letterhead which the Claimants say relates to Mr Rahi's albums 45 and 47 (which albums, Mr Rahi says do not exist); and
 - (b) an agreement purporting to be dated 12/12/99 between Mr Rahi and Heera which he says purports to bear his signature but which he did not sign.

60. Mr Rahi says that he had nothing to do with the complaint made to YouTube by Mr Qureshi which forms the subject matter of Claim 115. The screenshot used by the First Claimant and the Third Claimant to support Claim 115 allegedly taken from Mr Rahi's YouTube channel are in fact taken from a website based in El Salvador. Mr Jutt and Rana who witnessed the Assignment by Ms Manzoor to Mr Qureshi are independent contractors and do not work for Mr Rahi. They have both providing witness statements which confirm that they provide services to many musicians, singers and artists in the Pakistani music industry. He knows Ms Manzoor as a prominent Pakistani singer, but not Mr Qureshi.

Mr Akhtar

61. Mr Akhtar confirms that he did not write Song 8 or Song 9.

Mr Jutt

62. Mr Jutt says that:

- (a) he owns his own recording studio;
- (b) he sometimes employs Rana (who used to own his own recording studio) as a recordist;
- (c) he witnessed the Assignment between Ms Manzoor and Mr Qureshi;
- (d) Rana was present when the Assignment was signed by Ms Manzoor and Mr Qureshi, but not Mr Rahi; and
- (e) he has never been employed by Mr Rahi to write any songs for him.

Rana

63. Rana says:

- (a) he is not and never has been employed by Mr Rahi. He has provided recordist and sound operator services to Mr Rahi and many other professional musicians and singers as an independent contractor; and
- (b) he was present at Mr Jutt's studio, when Ms Manzoor and Mr Qureshi signed the Assignment but Mr Rahi was not present.

Mohammed Sharif

64. Mr Sharif refers to attempts he made to mediate a settlement of the dispute between the Claimants and Mr Rahi. Mr Gale objected to Mr Sharif's evidence, on the basis that it refers to without prejudice discussions. In the event Mr Pearson did not rely upon Mr Sharif's evidence.

Mr Abbas

65. Mr Abbas says that:

- (a) he owns Sohail Abbas Music Studio in Lahore;
- (b) he has provided his studio and services to Mr Rathi for 55 - 60 of his albums and he continues to provide those services;

- (c) Song 10 and Song 12 have been included in those 55 - 60 albums; and
- (d) he has witnessed Mr Rahi writing all his own songs.

66. Mr Pearson also said that he wished to rely upon the following additional evidence produced by Mr Rahi:

- (a) a witness statement of Waqar Akhtar who says that he is the son of Mr Akhtar and that he witnessed his father sign the witness statement on which Mr Rahi relies, before Mr Akhtar died;
- (b) a witness statement of Naeem Akhtar who says that he is better known as Raja Naeem Gujrati, he says that he did not write Song 11; and
- (c) letters that purport to be from studios in Pakistan which provide confirmation of the albums recorded by Mr Rahi at their studios ("the Studio Letters").

67. Mr Gale objected to Mr Rahi relying on the witness statements of Waqar Akhtar and Naeem Akhtar because he said they were served by Mr Rahi's solicitors long after the date for service of witness statements had passed.

EXPERT WITNESSES

68. The parties were given permission to rely upon expert evidence consisting of: (a) handwriting experts; (b) fingerprint experts; and (c) Forensic document examiners. A direction was also given for a single joint expert on Pakistani intellectual property law to be instructed. In the event there was no issue about applicable Pakistani intellectual property law.

Handwriting Experts

69. The Claimants relied upon reports prepared by Karen Caramiello ("Ms Caramiello") and Mr Rahi relied upon reports prepared by Ellen Radley ("Ms Radley").

70. Ms Caramiello and Ms Radley both examined 6 documents produced by the Claimants which Mr Rahi denied bore his signature:

- (a) a document dated 17 May 2005 in which Mr Rahi apparently confirms that he had recorded a master cassette of 6 songs (none of them being any of the 12 Songs in issue in these proceedings) in his voice and that of Naseebo Lal at Bhatti Studios (if genuine this is inconsistent with Mr Rahi's assertion that he did not record any albums at Bhatti Studios) ("Document 1");
- (b) an undated declaration purportedly signed by Mr Rahi confirming that he had recorded at Star Studios a master tape including songs of which the "poet" was SM Sadiq ("Document 2"). None of the songs are any of the 12 Songs in issue in these proceedings, but, if genuine, the document contradicts Mr Rahi's evidence that he never recorded any songs written by Mr Sadiq.
- (c) a declaration purportedly signed by Mr Rahi, dated 14 December 2004 that Mr Rahi had recorded 8 songs at Bhatti Studios ("Document 3"). None of the songs are any of the 12 Songs in issue in these proceedings, but this document if genuine

(and Documents 4 and 5 below) contradict Mr Rahi's evidence that he did not record any albums at Bhatti Studios;

- (d) a declaration purportedly signed by Mr Rahi dated 4 October 2006 that Mr Rahi had recorded a CD containing 8 named songs at Bhatti Studios to (none of them being any of the 12 Songs in issue in these proceedings) ("Document 4");
- (e) a declaration purportedly signed by Mr Rahi dated 23 June 2006 that he had recorded 2 cassettes containing a total of 16 songs at Bhatti Studios (none of them being any of the 12 Songs in issue in these proceedings) ("Document 5"); and
- (f) an agreement between Mr Rahi and the proprietors of Thar Productions recording that Mr Rahi had sung 16 songs, the rights in which he was transferring to Thar Productions (none of them being any of the 12 Songs in issue in these proceedings) ("Document 6"). This is relevant because, in Part 18 replies, Mr Rahi denied authorising Thar Productions to release any of his albums.

71. Ms Caramiello's opinion was that there was very strong evidence that Documents 1 – 5 and moderately strong evidence that Document 6 contained Mr Rahi's signatures. Ms Radley's opinion was that the evidence as to whether Mr Rahi had signed the 6 documents was inconclusive.

72. Ms Radley examined two documents which the First Claimants produced and said were signed by Mr Akhtar (which Ms Caramiello did not examine), namely: (a) an assignment dated 1 June 2006 from Mr Akhtar to the Third Claimant of the rights in songs listed in Schedule 1 to that agreement, including Song 8 and Song 9; and (b) an affidavit by Mr Akhtar dated 27 August 2000, on the Third Claimant's headed paper, in which Mr Akhtar confirmed that he had written the 14 songs set out above, including Song 9. Ms Radley concluded that the evidence as to whether the documents contained Mr Akhtar's signature was inconclusive.

Fingerprint experts

73. The Claimants relied on reports prepared by David Goodwin ("Mr Goodwin") and Mr Rahi relied upon reports prepared by Peter Swan ("Mr Swan").

74. The fingerprint experts examined thumb prints purporting to be those of Mr Rahi, appearing on Document 1, Document 2 and Document 6. They also examined thumb prints which purported to be Mr Rahi's thumb prints on: (a) an agreement between Mr Rahi and Heera Company, Karachi dated 12 December 1999, by which it was confirmed that Heera had purchased the volume, "Traveller of Pain" containing 8 songs; and (b) an agreement on paper headed "King of Folk" "Akram Rahi" dated 5 October 1999, by which Mr Rahi gave the rights in his Volume No 45 containing 8 songs, to the Second Claimant, 5 of which songs were noted as having been written by Mr Sadiq. The agreement of 12 December 1999, if genuine, contradicts a confirmation given in reply to part 18 request, by Mr Rahi's solicitors, that to the best of Mr Rahi's knowledge he never authorised Heera to release any of his albums and the agreement of 5 October 1999, if genuine, contradicts Mr Rahi's evidence that he never sang any songs written by Mr Sadiq.

75. There was a large measure of agreement between Mr Goodwin and Mr Swan, they both agreed that the thumb prints on Document 1 and Document 6 and the Heera agreement dated 5 October 1999 were Mr Rahi's thumb print. They both agreed that they could not be certain as to whether Mr Rahi's thumb print was on the Heera agreement of 12 December 1999. The only disagreement was about Document 2 where Mr Goodwin said that the thumb print is that of Mr Rahi, whereas Mr Swan said he could not be sure that it was Mr Rahi's thumb print, but could not say that it was not.

Forensic Document Examination

76. The Claimants relied upon the reports of Iain McArthur ("Mr McArthur") and Mr Rahi relied upon the reports of Ms Radley.

77. Mr McArthur describes himself as an expert in forensic audio and video enhancement. Mr McArthur was provided with digital images of 34 cassette covers, 17 being produced by the Claimants and 17 by Mr Rahi, apparently of the same 17 albums, but the Claimants' and Mr Rahi's versions showing different companies as releasing them. Mr McArthur was asked to compare the digital images of the cassette covers produced by the Claimants with those produced by Mr Rahi, for the same album and to express an opinion as to which of the two digital cassette covers of the same album was the original. In the event Mr McArthur only reported upon 6 cassette covers produced by the Claimants and 6 produced by Mr Rahi of the same albums.

78. Ms Radley was, in addition to being instructed to examine signatures, also instructed by Mr Rahi to examine cassette covers, but the only cassette covers that Ms Radley was asked to examine were the two cassette covers produced by the Claimants for Mr Rahi's Volume 28 which the Claimants said were released in Pakistan by Heera Stereo and in the UK by the Second Claimant. Ms Radley was asked, by Mr Rahi, to express her opinion as to whether one was a copy of the other and if so which. Unlike Mr McArthur, Ms Radley was not instructed to compare digital images of cassette covers produced by the Claimants with digital images of cassette covers produced by Mr Rahi for the same albums.

79. Mr McArthur expressed the opinion that the digital images of cassette covers produced by Mr Rahi were copies of the digital images of cassette covers produced by the Claimants. He also expressed the opinion, looking at where the images differed, that image editing software had been used to produce those differences in the digital images produced by Mr Rahi. The most material differences were the name of the company that was releasing the album and the names of those who were credited on the album sleeves as the authors of the songs. The names of the authors on the Claimant's versions of the album covers being changed, in Mr McArthur's opinion, on Mr Rahi's versions to credit Mr Rahi as the author of all the songs on all the albums (including: (a) inserting a credit for Mr Rahi as the author of all the songs on Album 1, including Song 10; and (b) deleting the credit of Mr Sadiq as the author of Song 2 on Volume 28 and inserting a credit for Mr Rahi as the singer and author of all the songs on Volume 28.

80. Ms Radley concluded that the digital image of the Heera cassette for Mr Rahi's Volume 28 had been copied and altered to create the artwork for the Second Claimants album sleeve for the release of Mr Rahi's Volume 28 in the UK. This conclusion was accepted by the Second Claimant. Ms Radley's opinion is of no assistance to me in determining whether the digital image produced by Mr Rahi which credits him as author of all the songs on Volume 28 (including Song 2) is a copy of the Heera cassette cover which has been altered to credit Mr Rahi as the author of Song 2 (which Mr McArthur says that, in his opinion, it is).

Cross-examination of experts at trial

81. The evidence of the single joint expert on Pakistani Intellectual Property law was accepted by both parties and the expert not called to give evidence.

82. Ms Caramiello, Mr McArthur and Mr Goodwin attended trial and were cross-examined by Mr Pearson. Mr Gale elected not to cross-examine Mr Swan or Ms Radley.

ISSUES

83. There is an agreed list of 13 issues however, in closing, Mr Pearson conceded Issue 9 (can the malicious falsehood claim be maintained without pleading the exact words of each and every statement and the respects in which they were false?); and Issue 10 (is the malicious falsehood claim actionable in view of the fact that YouTube is registered in the USA?). In addition issue 12 (if successful on liability, how much should the Claimants be awarded in damages?) is agreed to be an issue to be determined at the quantum trial if the Claimants are successful in proving one or more of their claims. There are therefore 10 issues that I need to resolve namely

- (a) **Issue 1** - in respect of the 11 songs featured in each of the 26 videos which are the subject matter of Mr Rahi's YouTube complaints against the First Claimant, was Mr Rahi the author of the words;
- (b) **Issue 2** - was Mr Rahi the author of the words of Song 12 and did he licence or purport to licence Song 12 to Nusrat?
- (c) **Issue 3** - if Issue 1 or Issue 2 are answered in the negative, were Mr Rahi's complaints to YouTube malicious?
- (d) **Issue 4** - if Issue 1 or issue 2 are answered in the negative were Mr Rahi's complaints to YouTube fraudulent?
- (e) **Issue 5** - if Issue 1 or Issue 2 are answered in the negative, were Mr Rahi's complaints to YouTube intended to cause loss to the Claimants?
- (f) **Issue 6** - did Mr Rahi's complaints to YouTube interfere with relations between the Claimants and YouTube?
- (g) **Issue 7** - did Mr Rahi's complaints cause/are they likely to cause YouTube to terminate/suspend the accounts of the First and Second Claimants?

- (h) **Issue 8** - did Mr Rahi act as part of a conspiracy/in common design with Ms Manzoor and Mr Qureshi to injure the economic interests of the First and Third Claimants?
- (i) **Issue 9** - Did Mr Rahi's actions cause loss to the Claimants; and
- (j) **Issue 10** - if the Claimants are successful on liability, should the court award the injunction sought or other relief besides damages?

CREDIBILITY AND HONESTY OF WITNESSES

Factual Witnesses

84. Before turning to consider the credibility and honesty of the factual witnesses, I will refer to the comments of Mr Justice Leggatt (as he then was) in **Gestmin SGPS S.A. v Credit Suisse UK Limited and others [2013] EWHC 3560 (comm)**.
85. Mr Justice Leggatt's comments concern oral evidence and the fallibility of witnesses' memories and how their recollection can be affected by their recalling past events as part of the litigation process, particularly if they have a vested interest in the result.
86. The comments are pertinent in this case where many of the relevant events happened many years ago and the claims against Mr Rahi include allegations that his conduct has been malicious and fraudulent and that he has alone and in concert with others sought to inflict harm upon the Claimants.
87. In paragraphs 15-21 of his judgment Leggatt J said as follows:
- 15. An obvious difficulty which affects allegations and oral evidence based on recollection of events which occurred several years ago is the unreliability of human memory.*
- 16. While everyone knows that memory is fallible, I do not believe that the legal system has sufficiently absorbed the lessons of a century of psychological research into the nature of memory and the unreliability of eyewitness testimony. One of the most important lessons of such research is that in everyday life we are not aware of the extent to which our own and other people's memories are unreliable and believe our memories to be more faithful than they are. Two common (and related) errors are to suppose: (1) that the stronger and more vivid is our feeling or experience of recollection, the more likely the recollection is to be accurate; and (2) that the more confident another person is in their recollection, the more likely their recollection is to be accurate.*
- 17. Underlying both these errors is a faulty model of memory as a mental record which is fixed at the time of experience of an event and then fades (more or less slowly) over time. In fact, psychological research has demonstrated that memories are fluid and malleable, being constantly rewritten whenever they are retrieved. This is true even of so-called 'flashbulb' memories, that is memories of experiencing or learning of a particularly shocking or traumatic event. (The very description 'flashbulb' memory is in*

fact misleading, reflecting as it does the misconception that memory operates like a camera or other device that makes a fixed record of an experience.) External information can intrude into a witness's memory, as can his or her own thoughts and beliefs, and both can cause dramatic changes in recollection. Events can come to be recalled as memories which did not happen at all or which happened to someone else (referred to in the literature as a failure of source memory).

18. Memory is especially unreliable when it comes to recalling past beliefs. Our memories of past beliefs are revised to make them more consistent with our present beliefs. Studies have also shown that memory is particularly vulnerable to interference and alteration when a person is presented with new information or suggestions about an event in circumstances where his or her memory of it is already weak due to the passage of time.

19. The process of civil litigation itself subjects the memories of witnesses to powerful biases. The nature of litigation is such that witnesses often have a stake in a particular version of events. This is obvious where the witness is a party or has a tie of loyalty (such as an employment relationship) to a party to the proceedings. Other, more subtle influences include allegiances created by the process of preparing a witness statement and of coming to court to give evidence for one side in the dispute. A desire to assist, or at least not to prejudice, the party who has called the witness or that party's lawyers, as well as a natural desire to give a good impression in a public forum, can be significant motivating forces.

20. Considerable interference with memory is also introduced in civil litigation by the procedure of preparing for trial. A witness is asked to make a statement, often (as in the present case) when a long time has already elapsed since the relevant events. The statement is usually drafted for the witness by a lawyer who is inevitably conscious of the significance for the issues in the case of what the witness does nor does not say. The statement is made after the witness's memory has been "refreshed" by reading documents. The documents considered often include statements of case and other argumentative material as well as documents which the witness did not see at the time or which came into existence after the events which he or she is being asked to recall. The statement may go through several iterations before it is finalised. Then, usually months later, the witness will be asked to re-read his or her statement and review documents again before giving evidence in court. The effect of this process is to establish in the mind of the witness the matters recorded in his or her own statement and other written material, whether they be true or false, and to cause the witness's memory of events to be based increasingly on this material and later interpretations of it rather than on the original experience of the events.

21. It is not uncommon (and the present case was no exception) for witnesses to be asked in cross-examination if they understand the difference between recollection and reconstruction or whether their evidence is a genuine recollection or a reconstruction of events. Such questions are misguided in at least two ways. First, they erroneously presuppose that there is a clear distinction between recollection and reconstruction, when all remembering of distant events involves reconstructive processes. Second, such questions disregard the fact that such processes are largely unconscious and that the strength, vividness and apparent authenticity of memories is not a reliable measure of their truth.

22. *In the light of these considerations, the best approach for a judge to adopt in the trial of a commercial case is, in my view, to place little if any reliance at all on witnesses' recollections of what was said in meetings and conversations, and to base factual findings on inferences drawn from the documentary evidence and known or probable facts. This does not mean that oral testimony serves no useful purpose – though its utility is often disproportionate to its length. But its value lies largely, as I see it, in the opportunity which cross-examination affords to subject the documentary record to critical scrutiny and to gauge the personality, motivations and working practices of a witness, rather than in testimony of what the witness recalls of particular conversations and events. Above all, it is important to avoid the fallacy of supposing that, because a witness has confidence in his or her recollection and is honest, evidence based on that recollection provides any reliable guide to the truth.”*

An added complication in this case is that the Claimants assert that Mr Rahi has fraudulently altered documents and You Tube sites to delete the names of the true writers of the lyrics to the 12 Songs and Mr Rahi says that agreements produced by the Claimants purporting to be signed by him and others are forgeries and that album covers that the Claimants rely upon are pirate copies of the albums which he has produced or are forgeries.

88. In **Painter v Hutchinson** [\[2007\] EWHC 758 \(Ch\)](#) at paragraph 3, Lewison J (as he then was) identified a number of issues in that case which made the evidence of Mr Hutchinson unsatisfactory and evidence which he said (in paragraph 6) could not be relied upon unless it was corroborated by indisputable contemporaneous documents, where it conflicted with the evidence of Mr Painter, in spite of there being issues about Mr Painter acting dishonestly, in the past. Lewison J said he had no hesitation in preferring Mr Painter's evidence. The matters that Lewison J said indicated that Mr Hutchinson had given unsatisfactory evidence justifying his approach to Mr Hutchinson's evidence fell into the following general categories:

- a. evasive and argumentative answers;
- b. tangential speeches avoiding the questions he was asked;
- c. placing strained meanings on his pleadings and witness statement;
- d. blaming legal advisers for the content of documentation (statements of case and witness statements);
- d. disclosure and evidence shortcomings;
- e. self-contradiction in cross-examination;
- f. internal inconsistency;
- g. shifting his case; and
- h. new evidence in cross-examination not contained in his witness statement.

89. Lewison J went on to say: “Witnesses can however lie for different reasons. Lies in themselves do not necessarily mean that the entirety of the evidence of a witness should be rejected. A witness may lie in an attempt to bolster a case, but the actual case nevertheless remains good, irrespective of the lie”.

90. In this case there are allegations by the Claimants that Mr Rahi has produced digital images of album sleeves which the Claimants allege have been altered by or on behalf of

Mr Rahi to falsely credit himself as the author of songs. There are allegations by Mr Rahi that the Claimants have produced the cassette sleeves from pirate copies of his albums which were not authorised by him and are copies of the authorised versions of his albums. Mr Rahi also says that documents purporting to bear his signature (and in some cases his thumb print) do not contain his genuine signature or his thumb print and have been produced by the Claimants in an attempt to discredit him and his evidence. In this case therefore I also have to consider whether certain documents, the authenticity of which is disputed, are genuine and are what they appear to be.

91. I will now say what impression I formed of witnesses when they were cross-examined and whether I accept their evidence to be credible and honest, if so why and if not why not.

The Claimants' Witnesses

Mr Ahmed

92. Mr Ahmed's witness evidence consists almost exclusively of producing documents that he has obtained from the records of the First Claimant and the Third Claimant and what he says he has found on-line on the YouTube channel and social media sites of Mr Rahi. He also sets out why he believes that Mr Rahi encouraged and acted in concert with Ms Manzoor and her manager, Mr Qureshi in seeking to cause economic damage to the First Claimant and the Third Claimant, by Mr Qureshi issuing strikes against the First Claimant's YouTube channel.

93. Mr Ahmed had a tendency, on occasions, when asked questions in cross-examination, to attempt to put the First and Third Claimants' cases, rather than answer the question. For example he was asked if there was an agreement by which Mr Rahi had assigned his rights as singer of Song 10. Mr Ahmed replied that Mr Rahi could be heard in a recording of Song 10, saying that TP Gold was releasing that song for him (it being Mr Rahi's case that the TP Gold cassette cover produced by the Claimants was a pirate copy). That was not an answer to the question of whether there was an agreement by which Mr Rahi had assigned his rights as singer in Song 10. However, I found no reason to doubt that the evidence that Mr Ahmed gave in his witness statement and at trial was anything other than his honest recollection of events or that the documents that Mr Ahmed referred to in his witness statement were anything other than what Mr Ahmed believed to be genuine documents obtained by him from the records of the First and Third Claimants and Mr Rahi's YouTube and other social media sites.

Mr Ayyub

94. The events to which Mr Ayyub's witness statement and his evidence at trial relate took place from 1985 up to around 2016, but most of the events took place prior to 2000. Mr Ayyub appeared to me to be an honest witness seeking to provide the court with his honest recollection of events. Mr Ayyub understandably accepted that he could not recall some matters that he was asked about in cross-examination which took place a

long time ago. For example he said that the Second Claimant had released many solo albums of Mr Rahi, but he could not recall what documents Mr Rahi had signed to assign to the Second Claimant the rights to songs he sang as singer. The credibility of Mr Ayyub's evidence therefore depends upon how reliable I consider his memory to be of relevant matters, upon which he did give evidence. I am satisfied that Mr Ayyub's evidence that the Second Claimant always obtained Mr Rahi's authority to release those of his solo albums that it did release is based upon Mr Ayyub's knowledge of the Second Claimant's practice, rather than recalling specific instances of the Second Claimant obtaining Mr Rahi's. I consider Mr Ayyub's evidence that it was the practice of the Second Claimant to obtain the authority of artists before it released their albums is honest and reliable evidence, of the Second Claimant's practice.

95. Mr Pearson says that Mr Ayyub's evidence, that Mr Pasha assigned the rights in Song 12 to the Second Claimant, depends upon the evidence of Mr Sadiq, that Mr Pasha signed the assignment, because Mr Ayyub left Mr Sadiq to arrange for that to happen in Pakistan. That is true, but Mr Ayyub also gave evidence in his witness statement that Nusrat and his manager confirmed to him in 1985 that Mr Pasha had written Song 12. Mr Ayyub was asked about this in cross-examination and maintained (in my view convincingly) that Nusrat and his manager had told him that Mr Pasha had written Song 12.

Mr Twaseen

96. Mr Twaseen only started working for the Second Claimant in 2017 and for that reason he has no personal knowledge of relevant events. His evidence consists principally of producing documents from the records of the Second Defendant.

97. Mr Pearson says that, during his cross-examination, Mr Twaseen conceded that the Second Claimant released albums without authorisation from the relevant artist but then tried to backtrack on that concession. I do not accept that that is a fair characterisation of Mr Twaseen's evidence on that point. Mr Pearson asked Mr Twaseen whether, amongst the records of the Second Claimant he had found agreements between the Second Claimant and Mr Rahi (who denied ever authorising the Second Claimant to release any of the albums that he sang on). Mr Twaseen said that there would be likely to be something but he had not looked for all the Second Claimant's agreements with Mr Rahi, because he did not think they were relevant. Mr Twaseen said that there could possibly be one or two albums for which there was no written authorisation from Mr Rahi, but not 30 or 40 (the number of Mr Rahi's albums he believed that the Second Claimant had released). I accept that Mr Twaseen having not searched specifically for copies of all agreements between the Second Claimant and Mr Rahi and not having been employed by the Second Claimant when any agreements would have been entered into between the Second Claimant and Mr Rahi, was simply conceding that the Second Claimant might not have always ensured that there was an agreement for every album of Mr Rahi's but that he did not think it at all likely that the Second Claimant had released 30 or 40 albums of Mr Rahi without having Mr Rahi's authority to do so. Mr Twaseen has only been a director of the Second Claimant since the 7th of August 2017. Prior to that Mr Ayyub was the managing director of the Second

Claimant and I have accepted Mr Ayyub's evidence that it was the practise of the Second Claimant to obtain the authority of artists before releasing their albums.

98. I am satisfied that Mr Twaseen gave honest evidence to the court. His evidence is only of value insofar as he gives evidence that the documents that he has produced came from the records of the Second Claimant and I am satisfied that they did.

Mr Sandhu

99. Mr Pearson suggested that Mr Sandhu had simply signed the witness statement which was put in front of him, without properly considering whether it was true, he had produced no documents to support his case that he had written Song 10 or at least the Indian Punjabi version Pekey Hundey Maawan Naal. He suggested that Mr Sandhu had made up a story about being sent a video of Mr Rahi criticising Mr Bindrakhia for singing Mr Rahi's song and his subsequent communications with Mr Rahi over Facebook.

100. Mr Sandhu was asked by Mr Pearson why he gave no details of how he had written Song 10 and has produced no documents to support his case that he had done so (including his Facebook exchanges with Mr Rahi). Mr Sandhu said he did have evidence, including the date appearing on a cassette of the release of his song (which was before Mr Rahi released his Pakistani Punjabi version Maa Mari Te Rishtey). He said that the Facebook messages had been deleted and he accepted that he had taken no action against Mr Rahi for (on his case) plagiarising his song.

101. The lack of documents produced by Mr Sandhu to support his case is concerning, but a cassette sleeve has been produced showing Pekey Hundey Maawan Naal was released on an album in India in October 2001 sung by Mr Bindrakhia, the lyrics to the songs on the album being credited to Mr Sandhu. This is the year before Mr Rahi released the song Maa Mari Te Rishtey. I am satisfied that Mr Sandhu is telling the truth about writing Pekey Hundey Maawan Naal in 2000 before it was released the following year.

Mr Sadiq

102. Of all the Claimants witnesses, it was Mr Sadiq who was the witness who was able to give the most relevant evidence from his own personal knowledge of facts relevant to Issue 1 (who wrote the 11 Songs, the subject of Mr Rahi's strikes on the First Claimant's YouTube channels) and Issue 2 (who wrote Song 12, the subject of Mr Rahi's strikes on the Second Claimant's YouTube channel). Mr Sadiq's evidence is that he is the author of Songs 2,3,4 and 6 and that he arranged for Mr Pasha to assign to the Second Claimants the rights in Song 12 which he says Mr Pasha wrote. It was also the evidence of Mr Sadiq which Mr Pearson attacked, in his closing argument as being dishonest and unreliable.

103. Mr Pearson referred extensively to telephone conversations between Mr Rahi and Mr Sadiq which had been recorded by Mr Rahi and transcripts of which were in the trial bundle. Mr Pearson pointed out that, in those phone calls, Mr Sadiq said that he:

- (a) could not remember what songs he had written (in contrast to his evidence in his witness statement and at trial that he recalled all the songs that he had written and in particular knew that he was the author of songs 2,3,4 and 6);
- (b) had been offered £20,000 to come to England and give evidence for the Claimants, but he wanted nothing to do with the dispute and would not give evidence for either party (in contrast to his evidence in cross-examination that he had not been offered £20,000 by the Claimant's to give evidence for them, or any money);
- (c) referred to spending money and fabricating evidence in order to keep people in jail; and
- (d) said that Shabbir Ahmed, former director of the First Claimant and Third Claimant, had used his signature without his consent.

104. In addition, Mr Pearson referred to Mr Sadiq saying in his witness statement that over the years he had written 25,000, songs but in cross-examination he said that the number was 50-60,000 songs and both sets of numbers were entirely implausible, said Mr Pearson.

105. For the reasons that follow, I accept some, but not all of the explanations given by Mr Sadiq, in cross-examination for what he said during his telephone conversations with Mr Rahi. Mr Sadiq accepted that he had tried to mislead Mr Rahi, during the telephone conversations as to what his intentions were, in relation to giving evidence for the Claimants and disputing Mr Rahi's authorship of Songs 2,3,4,6 and 12 (he referred to trying to be "evasive"). I accept that there is a good deal of difference between Mr Sadiq misleading Mr Rahi, as he suggested, to "get him of his back" and Mr Sadiq misleading and/or lying to the court and I do not find that he gave deliberately false or misleading evidence. However, in light of the concerns that I have about Mr Sadiq's evidence I will look carefully for documents or other evidence that corroborates what he says, before deciding whether or not to accept that evidence.

106. My impression of what Mr Sadiq and Mr Rahi said, during the telephone conversations, according to the translated transcripts, is that they were not having what might be described as straightforward conversations. I would describe the language used by Mr Rahi and Mr Sadiq, during their telephone calls, as exuberant, exaggerated, flowery, laced with veiled threats and opaque in meaning.

107. The following points arise from the transcripts of Mr Rahi's telephone conversations with Mr Sadiq:

- (a) The transcripts record Mr Sadiq telling Mr Rahi that he could not recall what songs he had written, he could only remember 100 or 200, but in his witness statement and in cross-examination Mr Sadiq said that he could clearly recall all the songs he had written. Mr Sadiq's explanation was that he was trying to be evasive. It is common ground that Mr Rahi made several complaints to the police in Pakistan about documents being forged and pirate copies of his albums being released. Mr Rahi produces a statement from "Mohammed Asif son of Abdul Rahim" who says that papers produced with reference to Heera Enterprises Karachi have "no connection with us" and "I am not aware of these papers being true or false....therefore I request that my name be taken out of the application". It

appears that Mohammed Asif wanted to avoid further involvement in the police investigation. Mr Sadiq may well therefore have had good reason to try to convince Mr Rahi that he was not going to give evidence for the Claimants even if he intended to do so. If Mr Rahi accepted that Mr Sadiq could not recall the songs that he had written, then he may believe that Mr Sadiq would be of no value as a witness for either side. It may also go some way to explaining why Mr Sadiq appears at some points in the conversation to be telling Mr Rahi that Mr Sadiq knew some dangerous people;

- (b) Mr Sadiq never explained why he said, during the telephone calls that there were no agreements for Mr Rahi's songs but then in cross-examination he said that he had agreements with Mr Rahi in Pakistan. Again Mr Sadiq may have felt that saying that there were no agreements, when there were in fact some agreements, might make him appear less valuable as a witness;
- (c) Mr Sadiq said he was also being evasive when he told Mr Rahi several times that he would not attend court for either party but that was also his explanation for why he had said to Mr Rahi that the Claimants offered him £20,000 to come to England and give evidence but he had refused. It is difficult to see that telling Mr Rahi a lie about being offered £20,000 to come to England to give evidence for the Claimants could be described as being "evasive" (Mr Sadiq denied in cross-examination being offered £20,000 or any sum by the Claimants) but Mr Sadiq may have felt that telling Mr Rahi that he was not going to give evidence for the Claimants even though they had offered him £20,000 would somehow help persuade Mr Rahi that he was definitely not going to give evidence for the Claimants;
- (d) Mr Sadiq did not explain why he said that Shabbir Ahmed had used his signature without his consent, this could not, in my judgment be part of his scheme of being "evasive"; and
- (e) as for Mr Pearson's point that Mr Sadiq referred to fabricating evidence and paying money to keep people in jail, this appears to me to be part of the veiled threats or attempts at intimidation that were passing between Mr Rahi and Mr Sadiq, during the course of the telephone calls.

108. Mr Sadiq said that he has written agreements signed by Mr Rahi consenting to the assignment of rights in songs that Mr Rahi had sung, but he said they were in Pakistan. Mr Sadiq said that he had only been asked to attend as a witness, not to produce documents. I find that surprising, the Claimants have known for some time that Mr Rahi was saying that he had not agreed to their releasing any of his songs and any agreements that Mr Sadiq holds, signed by Mr Rahi which show that he did agree to the Claimants releasing his songs would be relevant to undermine the credibility of Mr Rahi and yet Mr Sadiq says that he was never asked about what documents that he had. The Claimants have produced some agreements, documents and audio recordings themselves which suggest that Mr Rahi did authorise the Claimants and others, that he denies authorising, to release his albums.

109. Mr Sadiq failed to make concessions that he should have made. For example, Mr Pearson put it to him several times that there were differences between the version of Song 3 sung by Naseebo Lal and the song sung by Mr Rahi. Mr Sadiq first said that he

had written both versions of the song, then that it was the same rhyme and rhythm and eventually that only a couple of lines were different, only the last point answered the question.

Mr Bhullar

110. Mr Pearson did not require Mr Bhullar to attend for cross-examination. I must take the content of his witness statement to therefore be accepted by Mr Rahi.

Mr Rahi's Witnesses

111. Mr Jutt and Rana did not attend for cross-examination, Mr Pearson says that his instructions are that Mr Jutt did not attend because he was intimidated by someone on behalf of the Claimants and Rana did not attend because he could not get a visa to come to England from Pakistan and there were "diplomatic" difficulties with him giving evidence remotely. No evidence was produced to support any of those contentions.

112. The fact that Mr Jutt and Rana did not attend does not mean that I cannot take the evidence in their witness statements into account but I must consider what weight I should attribute to it. In my judgment Mr Rahi has not made out any good reason why Rana and Mr Jutt did not attend trial for cross examination either in person or remotely (Mr Pearson's assertions, on instructions do not prove that there are good reasons). In addition there are a large number of images of Rana in particular, but also Mr Jutt, in the company of Mr Rahi and being described in various ways as being associated with Mr Rahi (the strength of their association with Mr Rahi being the principal point dealt with in their witness statements) which they could have been asked about, had they attended for cross-examination. In those circumstances I do not consider that I can attribute material weight to the evidence contained in the witness statements of Mr Jutt and Rana.

113. Mr Akhtar died after making his witness statement and his cross-examination was rendered impossible by that event. Mr Pearson seeks to rely upon a witness statement of Waqar Akhtar in which he says that he is the son of Mr Akhtar. Waqar Akhtar says he saw his father sign the witness statement on which Mr Rahi relies. Waqar Akhtar's witness statement was served well after the time for exchange of witness statements had passed, no attempt was made to seek permission to rely upon it (before Mr Pearson said he wished to do so in his closing argument) and no attempt appears to have been made to produce Waqar Akhtar for cross-examination. The Claimants cannot therefore ask about the circumstances in which Mr Akhtar signed the witness statement or his state of physical or mental health and memory at the time.

114. Mr Akhtar says in his witness statement that he did not write Song 8 or Song 9. There has however been no opportunity for the Claimants to put to Mr Akhtar in cross-examination, for example, the assignment dated 1 June 2006 purportedly signed by Mr Akhtar by which he assigned to the First Claimant, the rights in songs listed in that agreement, including Song 8 and Song 9 or an affidavit dated 27 August 2000, again purportedly signed by Mr Akhtar in which he confirms that he is the writer of 14 songs

including Song 9. These were the documents examined by Ms Radley on behalf of Mr Rahi and Ms Radley said she could not determine whether they had been signed by Mr Akhtar or not). For the reasons set out in this paragraph and paragraph 113 above, I do not consider that I can attribute material weight to the witness statement of Mr Akhtar (Waqar Akhtar's witness statement merely confirms that Mr Akhtar signed his witness statement).

115. Mr Pearson sought to rely upon a witness statement of Naeem Akhtar who says that he is otherwise known as Naeem Gujrati in which he says that he did not write Song 11. This witness statement was also served long after the date for exchange of witness statements had passed, no application for permission to rely on the witness statement has been made and no attempt was made to produce Mr Gujrati for cross-examination. The Claimants have produced a video of Mr Gujrati saying "He is my elder brother, I consider him like a father, Mr Akram Rahi. I have been with him for 26 years. His superhit songs which I wrote for him as a writer, and my first Potohari song....." "Maro Jandray" (Song 11). Assuming, in Mr Rahi's favour that Mr Gujrati did sign the witness statement that has been produced, if Mr Gujrati's had attended for cross-examination he could have been asked about the apparent contradiction between what he said on the video and his denial in his witness statement of having written or adapted Song 11 for Mr Rahi to sing. I am also concerned that, in the video, Mr Gujrati refers to his very close relationship with Mr Rahi, (considering him like a father) and whether this might have caused him to sign a witness statement which was untrue, particularly if there was no prospect of him having to attend trial to be cross-examined on the content of that witness statement. In those circumstances I do not consider that I can attribute material weight to Mr Gujrati's witness statement.

116. As for the Studio Letters that Mr Pearson wishes to rely upon, there are 18 letters from the proprietors of 9 studios. What the Studio Letters purport to show is that Mr Rahi recorded named albums each containing named songs at the relevant studio and the description of each album refers to Mr Rahi being the singer, writer and composer of the songs on the album (including, amongst the numerous albums the 12 Songs in issue in these proceedings). There are however a number of problems with the Studio Letters in terms of their evidential value:

- (a) the letters do not contain a statement of truth and, with the exception of Mr Abbas who made a witness statement, none of the proprietors of the studios attended trial to be cross-examined on what is contained in their letters;
- (b) the letters are all dated in early 2020, around the time that Mr Rahi obtained the Certificate from the IPO in respect of the Book. They do not purport to be contemporaneous with the recording of the albums and appear to be part of an attempt by Mr Rahi to gather evidence that he wrote the songs in the Book;
- (c) the Claimants dispute the authenticity of the Studio Letters claiming that the addresses given for the studios and named proprietors are not the correct addresses and correct proprietors for those studios or at least were not when the albums they refer to were recorded. The Claimants also say that audio files and YouTube pages from Mr Rahi's YouTube channel refer to Bhatti Studios as the studios in which Mr Rahi recorded albums which the signatories to the Studio

Letters say were recorded at their studios and artwork for Mr Rahi's albums also identify studios other than those identified in the Studio Letters as the studios in which Mr Rahi's albums were recorded; and

- (d) Mr Abbas who says that he is the proprietor of Sohail Abbas Studios did make a witness statement and did attend for cross-examination. During his cross-examination Mr Abbas said that Mr Rahi had brought with him to his studio the details of the albums he had recorded at Mr Abbas's studio already written out. Mr Abbas could not recall what had been recorded at his studio but he checked Mr Rahi's list against cassettes that Mr Rahi brought with him. That does not involve Mr Abbas independently verifying from his own records what Mr Rahi had recorded at his studio or the details of the albums (including the crediting of Mr Rahi as singer, lyricist and composer of the songs on the albums) included in his studio letter. Also Mr Rahi says that he does not have any original cassettes of his albums. Having heard from Mr Abbas in cross-examination I have concerns about the process by which Mr Rahi obtained the letter from Mr Abbas and the other studios, specifically whether they really represent the studio proprietors providing any sort of independent confirmation of what Mr Rahi recorded at their studios (assuming in Mr Rahi's favour that the Studios and their proprietors actually exist (disputed by the Claimants) and which I am unable to determine on the evidence before me).

117. For all of those reasons I do not consider that I can attribute any evidential weight to the Studio Letters, although I will deal separately with the evidence of Mr Abbas.

Mr Rahi

118. The evidence of Mr Rahi is of key importance to his case, it is he who claims to have written the 12 Songs, gives evidence as to how and why he made YouTube strikes against the First and Second Claimants' YouTube channels and denies having anything to do with the YouTube strikes issued by Mr Qureshi (Mr Qureshi and Ms Manzoor not being witnesses at trial).

119. Regrettably, I have come to the conclusion that Mr Rahi did not give evidence to the court, in his defences to Claims 72,92 and 115, in his witness statement, or in cross-examination, that represents his honest recollection of events. I am also satisfied and that Mr Rahi has himself or (more likely) others on his behalf and under his instructions altered digital images of cassette sleeves of albums on which he sang the songs, to wrongly credit Mr Rahi as the author of the songs on those cassette sleeves, including most of the 12 Songs which are the subject matter of Issue 1 and Issue 2. I have come to the conclusion that I can attribute no evidential weight to Mr Rahi's bare assertions, in support of his case and that, where there is other evidence to support Mr Rahi's case (other than Mr Rahi's bare assertions) in weighing that evidence against the evidence relied upon by the Claimants, I can attribute no weight to Mr Rahi's assertions. Given the nature of those conclusions and their importance for my decision on the issues that I need to resolve, I will now spend some time explaining why I have come to those conclusions. In doing so I will only mention now, in saying why I find that Mr Rahi did not

give honest evidence and presented falsified documents to the court, the clearest cases where I find he did so.

Presenting altered digital images of cassette covers

120. In answer to Part 18 requests made in Claim 72, Mr Rahi's solicitors confirmed, on 14 October 2021 that, to the best of Mr Rahi's knowledge, he had never authorised any of the following 7 companies to release his albums:

- (a) DJ Cassettes company also known as DJ;
- (b) Heera/Heera Stereo/Heera Enterprises;
- (c) NMC/NMC Enterprises;
- (d) RGH (Rehmat Gramophone House);
- (e) NVP (New Voice Productions);
- (f) Tip Top/Tip Top Recording Company; and
- (g) TP Gold also known as Thar Productions.

121. Mr Rahi's case was that any of his albums that were released by those companies were pirate copies of the albums that he had authorised the release of. The Claimants produced digital images of cassette sleeves of Mr Rahi's albums on which the authors that the Claimants say wrote 10 of the 12 Songs are credited as the authors of those songs, or no author is credited, those digital images of the cassette sleeves are:

- (a) cassettes released by DJ Music which contains Song 1 and Song 8 which do not credit any author of those songs;
- (b) cassettes released by Heera/ Heera Stereo crediting Mr Sadiq as author of Song 2, Song 3 and Song 6, Mr Pasha as author of Song 12 and not crediting any author for Song 7;
- (c) cassettes released by Tip Top crediting Mr Sadiq as author of Song 4 and Inayat Ali as author of Song 5; and
- (d) a cassette released by TP Gold not crediting any author of Song 10.

122. Mr Rahi has produced digital images of cassette covers for (in many cases) the same albums as are produced by the Claimants, but they are shown as released by different companies than are shown on the Claimants' digital images and in all cases, Mr Rahi is credited as author of all the songs on the albums.

123. Mr McArthur (the Claimants' forensic audio and video enhancement expert) was sent 34 digital images to analyse (17 produced by the Claimants and 17 by Mr Rahi. In the event, Mr McArthur only produced a report upon 12 digital images (6 produced by the Claimants and 6 by Mr Rahi of the same albums). Mr McArthur expressed the opinion that the 6 digital images of cassette sleeves produced by Mr Rahi had been copied from digital images of the cassette sleeves which the Claimants had produced and had been altered to change the name of the company releasing the album and the names of the people credited as authors of the songs (in the latter case from various authors, to Mr Rahi as the author of all the songs).

124. The 6 albums examined by Mr McArthur were:

- (a) "King of Folk Akram Rahi Volume 28". The Claimant's digital image of a cassette sleeve is shown as released by Heera Stereo and attributes authorship of 3 of the 8 songs to Mr Sadiq (including Song 2) and the remaining 5 songs to authors other than Mr Rahi. Mr Rahi's digital image of a cassette sleeve shown as released by TMC Cassette attributes authorship of all the songs to Mr Rahi;
- (b) Akram Rahi Volume 75. The Claimants' digital image of a cassette sleeve shown as released by DJ Music does not attribute authorship of any of the 8 songs to any author. Mr Rahi's digital image of a cassette sleeve, shown as released by Times Stereo attributes authorship of all the songs to Mr Rahi;
- (c) Album 1. The Claimants' digital image of a cassette sleeve is shown as released by TP Gold, the sleeve refers to 9 songs include Song 10 (Maa Mari Te Rishtey) the sleeve does not attribute authorship of any of the 9 songs to anyone. Mr Rahi's digital image of a cassette sleeve shown as released by AR Music attributes authorship of all the songs to Mr Rahi;
- (d) Akram Rahi Volume 58. The Claimants' digital image of a cassette sleeve is shown as released by Heera Cassettes, it has 8 songs on it and the sleeve does not attribute authorship of any of the 8 songs to anyone. Mr Rahi's digital image of a cassette sleeve is shown as released by TMC Cassette and attributes authorship of all the songs to Mr Rahi;
- (e) Akram Rahi Volume 46. The Claimants' digital image of a cassette sleeve is shown as released by Heera Stereo, it has 8 songs on it, authorship of 5 of the 8 songs is attributed to Mr Sadiq and only 1 to Mr Rahi. Mr Rahi's digital image of a cassette sleeve is shown as released by TMC Cassette and attributes authorship of all the songs to Mr Rahi; and
- (f) Akram Rahi Volume 105. The Claimants' digital image of a cassette sleeve is shown as released by Fresh Music, the sleeve attributes authorship of 2 of the 8 songs to Mr Sadiq and the remaining songs to other authors (not Mr Rahi). Mr Rahi's digital image of a cassette sleeve is shown as released by Super Music and attributes authorship of all the songs to Mr Rahi (including Song 12);

125. Mr Rahi did not instruct any expert to compare the digital images of cassette sleeves produced by Mr Rahi with the digital images of cassette sleeves produced by the Claimants. Instead Mr Rahi asked Ms Radley (a handwriting expert) to inspect the digital copies of the two cassette sleeves produced by the Claimants for Mr Rahi's album, Volume 28 which showed Heera as the company releasing the cassette in Pakistan and the Second Claimant as releasing the cassette in the United Kingdom. Ms Radley concluded that the cassette sleeve which showed the Second Claimant releasing Volume 28 in the United Kingdom was a copy of the cassette sleeve which showed Heera as releasing Volume 28 in Pakistan. This result is unsurprising, given that I understand that, at the time, Heera and the Second Claimant were associated companies, releasing the album in different countries and in different languages, but other than that there was no reason why the artwork on the two cassette sleeves should be different. The Second Claimant readily accepted that Ms Radley was right to conclude that the digital copy of the cassette sleeve showing Heera as releasing Volume 28 in Pakistan had been copied and altered to produce the cassette sleeve for the album released by the Second Claimant in the United Kingdom. This does nothing however to assist me in deciding whether the digital images of cassette sleeves produced by Mr Rahi have been (as Mr

McArthur maintains they have been) copied from digital images of cassette sleeves produced by the Claimants and altered or vice versa (or neither).

126. Mr Pearson suggested to Mr McArthur that it was just as likely that the digital images of cassette sleeves which the Claimants had produced were copies of the digital images of cassette sleeves produced by Mr Rahi as the other way round. Mr McArthur rejected that suggestion, he said that the digital images produced by the Claimants were much sharper than those produced by Mr Rahi, indicating that the digital images produced by the Claimants were the originals. More importantly, Mr McArthur pointed to the digital images of Mr Rahi's Volume 28 produced by the Claimants, where the names of the various authors of songs appeared which were blank areas on the digital image produced by Mr Rahi. Mr McArthur provided close up images of those blank areas which he said were (and I could see they were, on the close-up images he produced) lighter in colour than the remainder of the background of those digital images indicating, Mr McArthur said, that text had been deleted from those areas on the digital image produced by Mr Rahi.

127. I accept the evidence of Mr McArthur, he had rational reasons for his conclusion and he maintained those reasons under cross-examination by Mr Pearson. Mr Rahi did not instruct an expert to compare the digital images that he produced with the digital images produced by the Claimants, but instead instructed his handwriting expert to undertake a pointless comparison of the digital images of two images of cassette sleeves produced by the Claimants. This leads me to conclude that Mr Rahi knew that any independent, suitably qualified expert instructed by him to compare the digital images of the cassette covers produced by Mr Rahi with those produced by the Claimants was likely to come to the same conclusions as Mr McArthur, so he did not instruct one. He could only know that, if he knew that the digital images of the cassette sleeves he had produced had been copied from the genuine digital images of cassette sleeves and altered to support his case.

128. The other factor that strongly points towards the digital images of cassette covers produced by the Claimants being genuine and those produced by Mr Rahi being fabricated, is that the Claimants produced the original cassette covers for the vast majority of those that they produced digital images of. In contrast. Mr Rahi produced no original cassette covers and his reasons for not doing so were implausible, namely:

- (a) Mr Rahi's solicitors originally indicated that he would produce the original cassette sleeves for inspection by the Claimants' solicitors but subsequently, Mr Rahi's solicitors said that he did not have the original cassette sleeves, but they did not explain why;
- (b) the Claimants produced a video of a radio interview of Mr Rahi which was played to Mr Rahi in cross-examination, in which Mr Rahi said that when record companies were closing down, he obtained from them one or two copies of all of his cassettes in order to have a record of his work. Mr Rahi was also shown an image on Rana's Facebook page of a very large number of physical cassettes of albums apparently released with Mr Rahi as the singer (presumably to emphasise the large number of cassettes of Mr Rahi singing which had been released);

- (c) when asked what had become of the original cassettes and cassette covers referred to in the radio interview and shown in an image on Rana's Facebook page, Mr Rahi said he had kept them in a room at his home but that there was a fire in the room in which they were and all the cassettes were destroyed but that he had kept digital images on a hard drive. Mr Rahi could not recall whether this happened before or after the radio interview, but he said that, even if the fire happened before the radio interview he would not have mentioned the fire, in that interview;
- (d) I found Mr Rahi's suggestion that all of his copies of his cassettes were destroyed in a fire completely implausible, particularly as this is not mentioned in any letters sent to the Claimants' solicitors by Mr Rahi's solicitors as a reason why Mr Rahi could not produce the original cassette sleeves (I note that new evidence given in cross-examination not contained in a witness statement was noted by Lewison J in **Painter v Hutchinson** as an indicator of unsatisfactory evidence see paragraph 88 above); and
- (e) Mr Rahi said, during his cross-examination that the master copies of his albums were filed with the court in Pakistan. When asked why he had not disclosed them in these proceedings, Mr Rahi said that he thought these proceedings were about authorship of songs and not copyright. That is no explanation for failing to disclose master tapes in these proceedings, which Mr Rahi suggested would provide evidence that he was the author of the songs on those albums to which he master tapes relate, an issue (in relation to the 12 Songs) which Mr Rahi well knew is central to the disputes in Claim 72 and Claim 92 and of some importance to Mr Rahi's position in relation to Claim 115 (disclosure and evidence shortcomings noted as an indication of unsatisfactory evidence by Lewison J in **Painter v Hutchinson**).

129. Finally, in the case of Songs 2 - 6 and 12, the cassette sleeves produced by the Claimants, Mr Rahi says, are "Pirate Copies". By Pirate Copies, Mr Rahi means copies of the albums that he authorised other companies to release, produced and released by companies he did not authorise to release them for sale, at or around the same time as the original authorised versions of the same albums. What Mr Rahi was unable to explain however, in spite of being asked the same question several times in cross-examination (in fact Mr Rahi avoided answering the question entirely (noted by Lewison J in **Painter v Hutchinson** to be an indication of unsatisfactory evidence)) was why a company which was producing and selling pirate copies of the original authorised albums would change the name of the authors of the songs from Mr Rahi to various other authors, including those that the Claimants say wrote the Songs.

Implausible Stories

130. In addition to Mr Rahi's assertion, in cross-examination, that all the original cassettes and CDs he had were destroyed in a fire, which he raised for the first time in cross-examination and which I have rejected as implausible, Mr Rahi also, made up, in my judgment, other stories (in all but one case for the first time in cross-examination) in an attempt to explain away difficulties in the evidence for Mr Rahi's case.

131. The first story concerns Song 12 and is referred to in Mr Rahi's defence to Claim 92. The problem for Mr Rahi in claiming that Song 12 was written by him is that the Second Claimant has produced evidence that Nusrat performed Song 12 at the WOMAD Festival in 1985 and recorded Song 12 in the same year, but Mr Rahi did not record a version of Song 12, until 2002. How then could Mr Rahi claim to have written Song 12, if there is no record of him singing it until 2002 and Nusrat sang it 17 years earlier? In my judgement, Mr Rahi made up the story set out in his defence (see paragraph 13 above) (and repeated in his witness statement) that he wrote the words to Song 12 as a poem whilst he was still at school in 1981, recited the poem in front of Nusrat and gave Nusrat permission to use his poem in 1983 in an attempt to overcome these obvious difficulties. There is not a single document evidencing any of what Mr Rahi said, it is a bare assertion and an implausible story and I reject it.

132. My rejection of Mr Rahi's story about creating the words for Song 12 whilst still at school and giving Nusrat permission to use them is supported by Mr Rahi's attempt to explain away why Nusrat sang "Pasha" at the end of Song 12 in 1985 and why Mr Rahi sings Pasha in the version of Song 12 which he released in 2002. Mr Rahi accepted that there is a custom in Pakistani folksongs of singing the name of the author at the end of the song. In his defence to claim 92, Mr Rahi says that Nusrat and Mr Rahi do not sing "Pasha" in the final line of song 12 as a tribute to Mr Pasha who the Second Claimant says is the author of Song 12, but "Pashay" meaning a high-ranking officer, in Persian. When it came to his cross-examination, Mr Rahi appeared to forget what he had said in his defence about why he sang Mr Pasha's name at the end of Song 12 and said instead that his uncle's son was called Pasha and he sang "Pashay" at the end of Song 12 as a tribute to him (new evidence, given in cross-examination, contradicting what Mr Rahi said in his defence, a sign of unsatisfactory evidence identified by Lewison J in ***Painter v Hutchinson***).

133. The next incredible story told by Mr Rahi in cross-examination but not mentioned in his defence to claim 72 or in his witness statement, concerns Song 2, which was sung in the film Danda Peer. The First Claimant has produced a confirmation by Abdul Wali Khan dated 27 November 2020 that he has assigned to the First Claimant the rights in the film Danda Peer. In cross-examination, Mr Rahi said that he had a "gentleman's agreement" with the assistant to Sayyed Gilani ("Mr Gilani") the producer of Danda Peer, that Danda Peer would only be shown in cinemas and not released as a video or soundtrack and that Mr Rahi would remain the owner of Song 2. When Mr Rahi was asked why this detail was not contained in his witness statement, he said that, had he been asked about it, he would have provided that detail. Again not a single document refers to the so called gentleman's agreement and there is no evidence of Mr Rahi complaining about it, when the film Danda Peer was released on DVD (new evidence given in cross-examination an indication of unsatisfactory evidence per Lewison J in ***Painter v Hutchinson***). Mr Rahi's story is a bare assertion and is implausible and I reject it.

134. Four audio clips of Mr Rahi introducing albums were played to Mr Rahi (as part of his cross-examination) in which Mr Rahi introduced albums released by companies that Mr Rahi's solicitors said, to the best of Mr Rahi's recollection, he had never authorised to

release any of his albums including DJ Cassettes, Tip Top and Heera (see paragraph 120 above). Mr Rahi, in my judgment sought to explain away these inconsistencies by, in my judgment, making up incredible stories during the course of his cross-examination. The audio clips and the stories that Mr Rahi made up to explain them away were:

- (a) Mr Rahi was played an audio of an introduction in which Mr Rahi says “this video cassette and audio cassette was released by DJ Cassettes”. Mr Rahi said that an agent had offered him more money than he could imagine to record an album. The agent said that the owner of the company that wanted to release one of Mr Rahi’s albums was in Canada and he asked Mr Rahi to make the audio clip for him so that it could be sent to Canada. Later the agent tried to reduce the amount of money that Mr Rahi would be paid, but Mr Rahi refused and he never recorded the album;
- (b) Mr Rahi was played an audio clip in which he says “Thanks to Tip Top for giving you Volumes 7 and 8 and now presenting Volume 9”. Mr Rahi said he had to go abroad and Tip Top asked him to make the clip before he went. There was a similar disagreement about money and the deal did not go through so he did not authorise Tip Top to release any album. The problem with that is that the clip appears to thank Tip Top for already having released Volumes 7 and 8 and refers to “presenting Volume 9”;
- (c) Mr Rahi was played an audio clip in which he says “Listeners from Akram Rahi and Heera Cassettes peace to all listeners and wholeheartedly Eid Mubarak in your service. Listeners, after all you people’s insistence once again we have joined together with Heera Cassettes and me with Volume 58”. Mr Rahi said that he only ever worked on a commission basis and he spoke to Heera about the commission and the agreement never went through. He went to another publisher to publish Volume 58 because he owned the rights. The problem with that explanation is that the clip refers to joining together with Heera Cassettes “once again” indicating that Heera Cassettes had released albums for Mr Rahi before he recorded the introduction and it is yet another case of Mr Rahi asserting that he recorded an introduction to an album before he had made the album, finalised an oral agreement or got paid; and
- (d) finally Mr Rahi was played an audio clip of him saying “Heera Cassettes will present to you Volume 53 i.e. Volume 53”. Mr Rahi said that he recorded this clip at the same time as the other Heera introduction and the agreement to release Volume 53 similarly fell through.

135. It is implausible that Mr Rahi would record 4 introductions to albums which confirm he is releasing albums through 3 companies (and in some cases had already done so) that he says he never authorised to release any of his albums and he tells a similar story of how he came to record those introductions, before finalising oral agreements to record the albums and he says that in all cases, the arrangements fell through before he recorded the albums and authorised their release. In addition the Claimants have produced cassette covers for Heera Cassettes volumes 53 and 58, both of which Mr Rahi asserts are pirate copies released without his authority. As already noted (see paragraph 124 (d)) Mr McArthur compared the digital image of the Heera Cassettes cassette sleeve for Volume 58 with the digital image of the cassette sleeve produced by Mr Rahi shown as released by TMC Cassettes and concluded that the digital image of the TMC cassette

produced by Mr Rahi was a copy of the digital image of the Heera cassette sleeve produced by the Claimants which had been altered to show TMC Cassettes as releasing it and to attribute authorship of all the songs on the album to Mr Rahi. The Claimants also produced the original cassette and cassette sleeve for the Heera Cassettes Volume 58, Mr Rahi did not produce the original TMC Cassettes or cassette sleeve. I find that Mr Rahi did authorise DJ Cassettes, Tip Top and Heera Cassettes to release some of his albums.

136. A further audio clip of an introduction recorded by Mr Rahi was played to him, the introduction was followed immediately by Song 6. In the introduction, Mr Rahi says that Mr Sadiq wrote the song and Mr Manawar composed the music for it. After the introduction was played to him, Mr Rahi immediately suggested the introduction had been wrongly added to the start of Song 6 and was not meant to refer to Song 6, but there is no evidence to support that contention, made for the first time in cross-examination. Even if true, Mr Rahi still had to explain why he referred to Mr Sadiq as the author of a song he is to sing and Mr Manawar as the composer of the music for it, when his case is that he never sang any song written by Mr Sadiq. Mr Rahi said that he was approached by a man who asked him how much he normally got paid in commission for singing a song, Mr Rahi said 800 – 1,000 and the man told him that he would pay 1,400 but asked Mr Rahi to record an introduction so that he could send it to the company in Canada that wanted the recording, to prove that Mr Rahi had agreed to record the song. Mr Rahi said that he made the recording of the introduction but he never got the 1,400 and he never sang the song. However, apart from Mr Rahi's story being a bare assertion and inherently implausible, in the introduction Mr Rahi talks about the song that he is introducing having already been performed with great success in Canada, so Mr Rahi cannot be right in asserting that he never sang the song that he was introducing.

137. Finally, Mr Rahi was played another audio recording in which, on this occasion he says "my first cassette with OSA Birmingham I am presenting to you the first cassette written by Mr Sadiq named Sazawan Na Mukhian I am presenting to you and I hope you like it". OSA Birmingham is the Second Claimant who Mr Rahi also says he never authorised to release any of his albums and as just noted, Mr Rahi says that he never sang any songs written by Mr Sadiq. Mr Rahi said that, in 1986, Mr Sadiq came to see him with some men. Mr Sadiq said that he wrote songs and would like Mr Rahi to sing some of them. Mr Rahi replied that he normally sang songs that he had written himself. Mr Sadiq asked how much he normally got paid for singing a song and Mr Rahi said 800 - 1000. Mr Sadiq said I will pay you 4,000 and I will write the songs for the cassette. Mr Rahi said he agreed and Mr Sadiq said he needed to send some proof to a company in England that Mr Rahi would sing an album and that is why he made the introduction. About a month later Mr Sadiq came to see him again and said that OSA will pay 4,000 but you must pay me 1,000, which Mr Rahi said he refused to do and therefore he did not sing any of Mr Sadiq's songs and did not authorise the Second Claimant to release any album.

138. Mr Rahi's stories as to how he came to record the introductions to the two records that he says were never recorded bear a striking resemblance to each other. The introductions contradict Mr Rahi's case that Mr Sadiq was not the author of Song 6 and

more generally that he has never sung any songs written by Mr Sadiq. Neither story features in Mr Rahi's Defence or witness statement and in my judgement, he made both of them up at the time that he was answering questions in cross-examination (new evidence in cross-examination an indication of unsatisfactory evidence per Lewison J in *Painter v Hutchinson*).

139. The striking similarity between the two stories is, in my judgement likely to be accounted for by Mr Rahi being unable, in the time available to him to think of a distinctly different story to tell about recording the second introduction. I reject both stories as entirely implausible, noting that there is not a single piece of documentary evidence to support either of them and neither feature in Mr Rahi's defence or witness statement.

Singing the Authors name at the end of the song

140. I have already mentioned that Mr Rahi accepts that there is a tradition, in Pakistani folksongs, of singing the name of the author of the song at the end of the song. I have also referred to Mr Rahi's explanation of why he sang "Pasha" or "Pashay" at the end of Song 12. I have rejected his two explanations as both implausible and inconsistent.

141. The Claimants have produced audio files of Mr Rahi singing what they say is "Sadiq" at the end of Song 2, Song 3 and Song 4, all of which the Claimants say were authored by Mr Sadiq and the Claimants say that Mr Rahi sings Sadiq as an acknowledgment that Mr Sadiq was the author of those songs. In his defence to Claim 72, Mr Rahi says that he was using the word Sadiq to mean "true" or "truth". It appears that the word Sadiq can be used to mean "true" or "truth" in Punjabi (as apparently can a number of other words). However, Mr Rahi accepted that, when in the transcript of a song, the name of the author is inserted a mark called a "Takhallus" is placed above the name of author and in the Book, Mr Rahi has replaced the word "Sadiq" at the end of Songs 2,3 and 4 with his name, "Rahi" and put a Takhallus above his name. Mr Rahi avoided, when asked the question, explaining why he would replace a word meaning "true" or "truth" with his own name and insert a Takhallus above it in the Book (avoiding answering questions, an indication of unsatisfactory evidence per Lewison J in *Painter v Hutchinson*). I am satisfied that when Mr Rahi sings "Sadiq" in Songs 2,3 and 4 it is as a credit to Mr Sadiq as author of those songs.

Documents Mr Rahi denies signing/putting his thumb print on

142. I have noted in paragraph 70 that Mr Rahi appears to have signed (and in some cases put his thumbprint) on 6 documents. These documents were examined by Mr Rahi's handwriting expert, Ms Radley and the Claimants' handwriting expert, Ms Caramiello. Ms Radley found the evidence as to whether the signatures on the documents were those of Mr Rahi inconclusive, but Ms Caramiello thought that the evidence that Mr Rahi's signature appeared on all 6 documents was very strong and she was of the opinion that the signatures were those of Mr Rahi. For present purposes (considering the credibility of Mr Rahi's denial that he signed 6 documents and applied his thumb print to 3 of them) I will not refer to the opinions of the handwriting experts, because

there is a dispute between them as to the strength of the evidence supporting a finding that Mr Rahi signed the documents, instead I will refer to the opinion of the fingerprint experts, Mr Goodwin for the Claimants, and Mr Swan for Mr Rahi because they agreed that Mr Rahi's thumbprint does appear on 3 of the documents which they examined.

143. Mr Goodwin was cross-examined by Mr Pearson. Mr Goodwin said that he was 100% positive that Mr Rahi's thumbprint was on 4 documents examined by him (Mr Swan said that he was not sure that Mr Rahi's thumbprint appeared on the fourth document but he could not say that it did not). Mr Pearson tried to suggest to Mr Goodwin that perhaps Mr Rahi's thumbprint had somehow been imitated and placed on the 4 documents. Mr Goodwin, whilst accepting that he was not an expert on the question of whether fingerprints could be fabricated sufficiently well to fool him, considered that it was extremely unlikely that that was what had happened in relation to the 4 documents that he was 100% certain Mr Rahi's thumbprint appeared on. I reject any suggestion that somehow Mr Rahi's thumbprint has been fabricated and put on documents examined by Mr Goodwin and Mr Swan, there is no evidence to support that conclusion, it was simply something suggested by Mr Pearson, for the first time when he cross-examined Mr Goodwin. The 3 documents that Mr Goodwin and Mr Swan agreed have Mr Rahi's thumbprint on them are:

- (a) an agreement between Mr Rahi and Heera Enterprises Karachi, by which Mr Rahi assigns to Heera Enterprises his rights in Volume 45;
- (b) a declaration dated 17 May 2005 that Mr Rahi had recorded 6 named songs at Bhatti Studios with Naseebo Lal; and
- (c) an agreement between Mr Rahi and Thar Productions, by which Mr Rahi sells the rights in 8 named songs that he has recorded, to Thar Productions.

144. Mr Rahi denied signing or applying his own thumbprint to any of the 3 documents, I have found that he did sign and apply his thumbprint to them. This means that Mr Rahi's evidence that he did not: (a) authorised Heera Enterprises to release any of his albums; (b) record any songs at Bhatti Studios; or (c) authorise Thar Productions to release any of his albums is wrong. Mr Rahi could have simply been mistaken about signing and applying his thumbprint to the 3 documents and about not authorising the release of any of his albums through Heera Enterprises and Thar Productions and not recording any songs at Bhatti Studios, however I consider that Mr Rahi was at least reckless as to whether what he said was true or not (that is he was prepared to make assertions that suited his case without caring whether what he said was true or not) if not said knowing it to be untrue and Mr Rahi's credibility as a witness is consequently undermined.

Mr Rahi's association with Rana

145. In his defence to Claim 115, Mr Rahi says that he only has a passing acquaintance with Mr Jutt and Rana. In saying this, Mr Rahi was responding to the assertion in the Particulars of Claim that Mr Rahi's close association with Mr Jutt and Rana (who witnessed the Assignment from Ms Manzoor to her manager, Mr Qureshi of Ms Manzoor's rights, as singer, in songs which formed the basis of Mr Qureshi's 3 strikes aimed at the First Claimant's YouTube channel) suggested that Mr Rahi had encouraged and acted in common design with Ms Manzoor and Mr Qureshi in making those strikes.

In cross-examination, Mr Rahi was shown a number of pictures of him in the company of Mr Jutt and/or Rana. Mr Rahi was asked about the pictures and the description's appearing underneath them. In one of those pictures, Mr Rahi is shown with his arms around Rana. When asked about this picture, Mr Rahi said that Rana had been his best friend for many years. This answer contradicted Mr Rahi's assertion in his defence to Claim 115 that he only had a passing acquaintance with Rana (self-contradiction and new evidence in cross-examination, both indications of unsatisfactory evidence per Lewison J in *Painter v Hutchinson*).

Software available to enable 3rd parties to alter the content of YouTube channels

146. Mr Rahi was taken to a page from his YouTube channel which states that the lyrics for Song 8 were composed by Mr Akhtar (consistent with the First Claimant's case). Mr Rahi said that there is software available that enables third parties to place things on YouTube channels without the knowledge or consent of the channel owner. Mr Rahi said that he had sent to his solicitor in the UK details of this software. When asked, Mr Rahi confirmed that he was asserting that the screenshot taken by the Claimants of a page from his YouTube channel had been changed by the Claimants or by someone on their behalf to show the author of Song 8 as Mr Akhtar. When it was pointed out to Mr Rahi that none of that was contained in his defence or witness statement, Mr Rahi said that he had sent his solicitor details of the software and suggested to them that it had been used by the Claimants (or by someone on their behalf) to alter the content of his YouTube channel.

147. I regard this to be another example of Mr Rahi making evidence up whilst he was being cross-examined in order to attempt to deal with evidence that contradicted his defence (disclosure shortcomings (the software); new evidence in cross-examination not contained in Mr Rahi's defence or witness statement; blaming legal advisors and shifting his case, all signs of unsatisfactory evidence identified by Lewison J in *Painter v Hutchinson*).

Mr Abbas

148. Mr Abbas's evidence was to the effect that: (a) Mr Rahi recorded 55 - 60 Albums at his studio (consistent with the Studio Letters signed by Mr Abbas confirming which albums Mr Rahi recorded at his studio); and (b) Mr Rahi wrote the lyrics and composed the music for all the songs that he sang.

149. Whilst I do not say that Mr Abbas was a dishonest witness, on being questioned in cross-examination it became apparent that the very positive statements that Mr Abbas made in support of Mr Rahi's case were either not supported by what Mr Abbas in fact knew (in the case of his assertion that Mr Rahi wrote all the songs and composed all the music for the songs that he sang) or (in the case of the Studio Letters signed by Mr Abbas) it was unclear that Mr Abbas had properly checked which songs were recorded

at his studio and in any event Mr Abbas was unable to link what he said Mr Rahi had recorded at his studio to the release of any of the 12 Songs.

150. It emerged in cross-examination that Mr Abbas's assertion that Mr Rahi wrote all the lyrics to the songs he sang is based upon: (a) his recalling Mr Rahi bringing the lyrics to his studio for songs he recorded there; (b) seeing Mr Rahi amend and add to the lyrics of songs in his studio; (c) there being no other obvious author of the words; and (d) Mr Rahi saying that he wrote the words. The assertion is however based upon Mr Abbas's recollection of events and he seemed to accept that he had only seen Mr Rahi amending or adding to the words of songs on a few occasions. The fact that Mr Abbas may have seen Mr Rahi bringing the words to songs to his studio is unsurprising and is no proof that Mr Rahi wrote them and Mr Rahi's own assertion that he had written the words and there being no evidence of anyone else having written the words that Mr Rahi brought to Mr Abbas's studio are weak evidence that it was Mr Rahi that wrote the words. I therefore attribute little weight to Mr Abbas's assertions about Mr Rahi writing the lyrics to all the songs he sang. In any event, Mr Abbas gave no evidence that Mr Rahi had written the words to any of the 12 Songs.

151. As for the reliability of the Studio Letters signed by Mr Abbas and the assertion in his witness statement that Mr Rahi had recorded 55 – 60 albums at his studio, Mr Abbas accepted that it was Mr Rahi who brought to him a list of the albums that Mr Rahi said that he had recorded at Mr Abbas's studio. Mr Abbas said that he could not recall the details of the albums that Mr Rahi had recorded at his studio, but he checked the details that Mr Rahi supplied against cassettes that Mr Rahi brought with him (not the records of his studio). That does not in my judgement, amount to Mr Abbas independently checking either how many albums Mr Rahi recorded at his studio or the details of the albums concerned and I attribute little weight to Mr Abbas's Studio Letters. In addition, Mr Abbas said that he did not know how many of Mr Rahi's albums, recorded at his studio were released or who they were released by. In those circumstances Mr Abbas's evidence provides no support for Mr Rahi's case that he wrote the 12 Songs or any of them.

ISSUE 1 WHO WAS THE AUTHOR OF THE 11 SONGS THE SUBJECT OF CLAIM 72?

152. Annex 1 to this judgement contains details of the First Claimant's case and Mr Rahi's case in respect of each of the 11 songs which are the subject matter of claim 72. The annex shows what Mr Rahi asserted, in his Defence, what the First Claimant asserted in its Reply and what is said about each song by Mr Rahi and Mr Ahmed (director of the First Claimant) in relation to the 11 songs. I will not repeat what is said there, but will proceed to say, in respect of each of the 11 songs which are the subject matter of Claim 72 who the author of each song was, insofar as I can.

153. One point made by Mr Rahi which is common to all 11 songs (and Song 12, the subject matter of Claim 92 and Issue 2) is that the songs all appear in the Book in respect

of which the IPO granted the Certificate on 19 February 2020 to the effect that the copyright in the songs in the Book belonged, prima facie to Mr Rahi.

154. I attribute no weight to the fact that the IPO issued the Certificate, on 19th February 2020 in respect of the Book, because, in cross-examination, Mr Rahi was taken to the documents that he filed with the IPO in support of his application for the Certificate. It is clear from that documentation that the certificate was granted on the basis of evidence contained in an affidavit sworn by Mr Rahi which consisted of a bare assertion, by Mr Rahi that he had written all the songs in the Book. I have already concluded, for reasons that I have given, that Mr Rahi's bare assertions are of no evidential value for the purpose of these proceedings and I see no reason to conclude that Mr Rahi's affidavit filed with the IPO (which is the basis upon which the Certificate was issued) should be treated any differently.

155. In considering the honesty and credibility of Mr Rahi I have already made findings which are relevant to Issues 1 and 2. Where those findings are relevant, when setting out my reasons for the conclusions that I reach in respect of Songs 1-11 which form the subject matter of Issue 1 and Song 12 which forms the subject matter of Issue 2, I will refer briefly to the relevant findings that I have already made about the honesty and credibility of Mr Rahi. In addition a number of the findings that I will make in relation to the factual circumstances of 12 songs which form the subject matter of Issues 1 and 2 are common to more than one song and where this is the case, I will also refer briefly to my previous findings in relation to songs that I have already dealt with, in explaining my conclusions in relation to later songs.

SONG 1 - JAGGA

156. There are two versions of "Jagga" in the Book. The First Claimant says that the version appearing as Song 1050 in the Book ("Song 1050") is substantially the same as the song sung by Shaukat Ali in 1976. I am satisfied that is correct for the following reasons:

- (a) the First Claimant has produced the original vinyl record which it says is of Shaukat Ali singing the song "Jagga" in 1976. The vinyl record appears on its face genuine and is shown as having been released in 1976. Mr Rahi made a bare assertion, in cross-examination, that the vinyl record is not genuine and then said that, listening to the recording, he could tell that it was not recorded as long ago as 1976, but this of itself was another bare assertion, Mr Rahi did not explain how he could tell that the recording was not made as long ago as 1976. Neither assertion is made in Mr Rahi's defence or witness statement. As I have already explained, I attribute no evidential value to Mr Rahi's bare assertions;
- (b) the First Claimant has produced a book of Punjabi Indian songs from 1960 containing the song "Jagga" which includes the line (in Indian Punjabi) "if I had known Jagga would die instead of one I could have had two sons". That line is substantially repeated in Pakistani Punjabi, in both the song at page Song 1050 of the Book and in the song which I am satisfied Mr Shaukat Ali sang in 1976; and

- (c) Language Reach (certified translators) have compared the lyrics from Shaukat Ali's 1976 version of the song "Jagga" with the version at Song 1050 of the Book. Of 22 lines of Song 1050, 14 appear to be identical or nearly identical to the version sung by Mr Shaukat Ali. This includes the line "if I knew Jagga would die I would have given birth to two instead of one" and the line "Jaggeya Jaggeya you went to the other side and the door is shut" which is sung repeatedly in the version sung by Shaukat Ali in 1976 and written repeatedly in the version appearing at Song 1050 in the Book

157. For the following reasons I find that Song 1050: (a) has the same traditional song as its origin as the version sung by Shaukat Ali in 1976; or (b) is copied from Shaukat Ali's version sung in 1976:

- (a) having concluded that the vinyl record of Shaukat Ali singing the song "Jagga" in 1976 is genuine and that the lyrics sung by Shaukat Ali in that version are substantially identical to the lyrics in Song 1050 and Mr Rahi does not claim to have written Song 1050 before 1976, the only logical conclusion is that Mr Rahi copied Shaukat Ali's version or Shaukat Ali's version and Mr Rahi's version have a common source;
- (b) the Claimants have produced a digital image of a cassette sleeve for Volume 85 of songs sung by Mr Rahi released by DJ Music in 2005 which includes the song Jagga and does not credit anyone as author of it. The Claimants have also produced the original cassette and cassette sleeve. Mr Rahi has produced a digital image of a cassette cover of an album identified as Album 9 (but not the original) shown as released by Real Stereo which includes "Jagga" as one of 8 songs on that album and attributes authorship of all the songs on the album to Mr Rahi;
- (c) Mr McArthur did not carry out any analysis of the digital images of the DJ Cassette sleeve, Volume 85 or the Real Stereo cassette sleeve, Album 9. Mr McArthur did however compare the digital image of the album sleeve produced by the First Claimant of Volume 75 released by DJ Cassettes with the digital image of the album sleeve produced by Mr Rahi for Volume 75 shown as released by Times Stereo (see paragraphs 123 and 124 (b) above). Mr McArthur concluded that the Times Stereo digital image produced by Mr Rahi was created by copying and digitally altering the digital image of the DJ Music Cassette cover for Album 75, in order to produce a copy of Volume 75 showing it as released by Times Stereo and Mr Rahi as the author of all the songs on the album. I have accepted Mr McArthur's opinion. As a consequence, I also reject Mr Rahi's assertion that he never authorised DJ Cassettes to release his albums. I am also satisfied that Album 85 produced by the Claimants both as a digital image and in the form of the original cassette is a genuine cassette which Mr Rahi authorised DJ Cassettes to release. The song "Jagga" on the DJ Cassettes album does not credit anyone as author of the song;
- (d) given that I have accepted Mr McArthur's expert opinion and concluded that Mr Rahi or someone on his behalf created (and Mr Rahi produced in these proceedings) at least 6 false digital images of cassette sleeves, altered to credit Mr Rahi as the author of the songs on those albums, I cannot attribute any evidential weight to the fact that Mr Rahi has produced a digital image of a cassette sleeve purportedly released by Real Stereo (Album 9) which attributes authorship of

Jagga to Mr Rahi. In contrast, I have accepted that the DJ Cassette Album 85 is genuine and Mr Rahi authorised the release of it and the album sleeve to this album does not attribute authorship of the song “Jagga” to anyone (consistent with the First Claimant’s case that it is a traditional song of which the author is unknown);

- (e) I have already observed that, where the Claimants have produced digital images of cassette covers (only in digital form or in digital form and the original cassette) Mr Rahi does not allege that the Claimants fabricated those cassette sleeves, but rather that they are cassette sleeves for albums which are “pirate copies” of the albums that he authorised other companies to release. However there is no reason why, if the DJ Cassette sleeve were a pirate copy of the Real Stereo Album 9 (which I do not accept it is) it would not attribute authorship of the song “Jagga” to Mr Rahi just like the Real Stereo album does. Mr Rahi’s assertion that the DJ Cassettes cassette sleeve is a pirate copy, does not therefore explain why (on Mr Rahi’s case) names other than Mr Rahi’s name would be inserted as the authors of songs on the “pirate” cassette sleeve; and
- (f) Mr Rahi refers to the PRS register crediting him as the author of the song “Jagga”, however the Claimants have produced a copy of a PRS register from 1997 crediting Shaukat Ali as the author of “Jagga” which is inconsistent with the later entry of 2013 crediting Mr Rahi as the author of “Jagga”. The PRS register is therefore demonstrably unreliable in naming the true author of the song “Jagga” and appears simply to have credited the singer of the song, as its author.

158. Finally I observe that, in his defence of Claim 72, Mr Rahi has sought to suggest that there are substantial differences between his Song 1050 and the song “Jagga” sung by Shaukat Ali (I have rejected that assertion). However, Mr Rahi issued strikes against videos containing Shaukat Ali singing “Jagga” on the First Claimant’s YouTube channel alleging that it infringed his rights in the song, but that allegation is inconsistent with the defence which Mr Rahi has run to Claim 72, that there are substantial differences between the two songs because, if there were substantial differences, then Mr Rahi could not legitimately claim that Shaukat Ali’s version of “Jagga” infringed Mr Rahi’s rights in the song at page Song 1050 that he claimed to have written.

SONG 2 - IHA KAJLEY WAALI AKH MASTANI DI

159. The First Claimant says that Song 2 was written by Mr Sadiq and not Mr Rahi. Mr Rahi says that he wrote it. I am satisfied, on the balance of probabilities, that Mr Sadiq wrote Song 2 for the following reasons:

- (a) Mr Rahi’s solicitors stated that to the best of Mr Rahi’s belief he had never authorised Heera to release any of his albums, but I have found (see paragraph 134 (c) and (d) and 135) that he did authorise Heera to release his albums;
- (b) Song 2 appears on the cassette sleeve produced by the First Claimant for the album “Akram Rahi King of Folk” Volume 28 shown as released by Heera Cassettes. The First Claimant has produced both a digital image and the original cassette and cassette sleeve for Volume 28 released by Heera Cassettes. I have accepted the expert evidence of Mr McArthur that the digital image of the cassette sleeve for Volume 28 produced by Mr Rahi, purportedly released by TMC Cassettes, has been

copied from the digital image produced by the First Claimant, of a cassette sleeve released by Heera Cassettes and digitally altered to change the name of the company releasing the album from Heera Cassettes to TMC Cassettes and to credit Mr Rahi as the author of all the songs on the album in the place of those authors credited on the Heera Cassette version (see paragraph 124 (a) and 127 above). The Heera Cassettes version credits Mr Sadiq as the author of Song 2. I find that the digital image of the TMC Cassettes cassette sleeve was fabricated, specifically for the purpose of providing false evidence, in support of Mr Rahi's claim in these proceedings, that he wrote Song 2;

- (c) Mr Rahi produces a complaint made by him to the Pakistani police in October 2021 apparently about pirate copies of his albums being produced. Mr Rahi also produces an affidavit which he says was submitted to the police by Mohammed Asif of Heera Stereo/Heera Gold. In that affidavit, Mr Asif describes himself as the son of Abdul Rahim and says that the papers that the Applicant (Mr Rahi) has produced with reference to Heera Enterprises Karachi do not have any connection with "us" and I am not aware of the papers being true or false.... therefore I request that my name should be taken out of the application.." I attribute no evidential value to the police report or the affidavit of Mr Asif because: (i) the police report is self-serving; (ii) it is unclear which papers Mr Asif is referring to; (iii) even if the documents referred to include the cassette sleeve for Album 28 it is unclear on what basis Mr Asif would have any knowledge of whether the cassettes sleeve for Album 28 has anything to do with Heera Cassettes; (iv) Mr Asif says that he does not know if the documents are true or false; (v) in the final sentence Mr Asif requests that his name be taken out of the application. It is clear that Mr Asif's wished to avoid being part of the ongoing police investigation and this may have influenced what he says in the affidavit; (vi) Mr Asif did not attend for cross-examination and so there has been no opportunity to clarify the position in relation to (ii) - (v); and (vii) Mr Rahi complained to the police that Mr Asif, or Mr Asif's company did have something to do with producing pirate copies of his albums and on any view, Mr Asif's affidavit does not support that contention;
- (d) the First Claimant has produced an agreement dated 4 August 1993, by which Mr Rahi sells to Heera Cassette company his rights as the singer of the 8 songs on the album, Volume 28 (including Song 2) and declares that Mr Sadiq is the author of the 8 songs. This document was not examined by either handwriting expert (there is no thumbprint on it). There is nothing, other than Mr Rahi's bare assertion, to support his contention that it is a forgery. It was open to Mr Rahi to submit the agreement of 4 August 1993 to his hand writing expert so that she could express an opinion as to whether the signature appearing on it was Mr Rahi's, he did not do so. Given that I have found Mr Rahi to be a dishonest witness for reasons I have already given, I attach no weight to his bare assertion that the agreement of 4 August 1993 is a forgery. The agreement combined with the First Claimant producing the original Heera cassette sleeve and cassette for Volume 28 containing the 8 songs referred to in the agreement, is powerful evidence that Mr Sadiq wrote Song 2;
- (e) I am satisfied that Mr Rahi authorised Heera to release Volume 28, that he knew that the sleeve to Volume 28 credited Mr Sadiq as author of Song 2 and that he would not have agreed to Mr Sadiq being credited as the author of Song 2, if he

did not believe that to be true (that this was his belief at the time is supported by the acknowledgement by Mr Rahi, in the agreement of 4 August 1993 that Mr Sadiq is the author of Song 2);

- (f) Mr Rahi sings Song 2 in the movie Danda Peer. The First Claimant has produced a confirmation by Abdul Wali Khan dated 27 November 2020 that he has assigned to the First Claimant the rights in the film Danda Peer. I have found that, faced with this evidence Mr Rahi made up a story about having a “gentleman’s agreement” with Mr Gilani’s assistant to the effect that Mr Rahi would still own the rights in Song 2 and that the film, Danda Peer would only be shown in cinemas and not released as a video or audio recording (see paragraph 133 above);
- (g) I have found (paragraph 141) that Mr Rahi sings “Sadiq” at the end of Song 2 as a credit to Mr Sadiq as author of Song 2, I find that, he would not have done so, if Mr Rahi did not believe, at the time that Mr Sadiq was the author of Song 2; and
- (h) Mr Sadiq says that he is the author of Song 2. Mr Rahi points to Mr Sadiq confirming, during one of his telephone conversations with Mr Rahi, that Mr Sadiq could not recall which songs he had written, which is inconsistent with Mr Sadiq now asserting that he wrote Song 2. I have accepted Mr Sadiq’s evidence in cross-examination that, by saying, during the telephone call with Mr Rahi that he could not recall which songs he had written, he was attempting to mislead Mr Rahi into believing that he would not give evidence for the Claimants and that he would in any event be of little value as a witness if he could not recall which songs he had written and that this, Mr Sadiq hoped, would get Mr Rahi “off his back” (see paragraph 107 (a)) above. Whilst I have expressed concerns about the evidence of Mr Sadiq, I have not concluded (unlike Mr Rahi) that Mr Sadiq deliberately gave false evidence to the court and for that reason I attribute more weight to Mr Sadiq’s assertion that he wrote Song 2, than to Mr Rahi’s assertion that Mr Rahi wrote it.

SONG 3 - ROG LA GEYOUN/RIO RO ASSI JHALLE HO GAYE

160. The First Claimant says that Song 3 was written by Mr Sadiq and not Mr Rahi. Mr Rahi says that he wrote it. I am satisfied, on the balance of probabilities, that Mr Sadiq wrote Song 3 for the following reasons:

- (a) The Claimants have produced: (i) an assignment dated 28 August 2001 by Mr Sadiq to the Second Claimant of Mr Sadiq’s rights as author of songs including Song 3; and (b) a confirmation by Abdul Wali Khan dated 27 November 2020 that he has assigned to the First Claimant the rights in the film Jeeva Gujjar, which includes Song 3, sung by Naseebo Lal;
- (b) in his defence, Mr Rahi says that Mr Sadiq acknowledged to him that Song 3, used in the film Jeeva Gujjar, is a cover version of Mr Rahi’s song. No such acknowledgment is contained in the transcripts of Mr Rahi’s telephone calls with Mr Sadiq produced by Mr Rahi and Mr Rahi has produced no evidence to support his bare assertion that Mr Sadiq made any such acknowledgment. I reject Mr Rahi’s bare assertion;
- (c) the Heera stereo cassette sleeve, for the soundtrack of the film Jeeva Gujjar produced by the Claimants and featuring Naseebo Lal as singer credits the writing of all the songs in the film to Mr Sadiq, including Song 3. Mr Rahi has not asserted

that the cassette cover is a pirate copy of the original authorised version of the cassette of the sound track for Jeeva Gujjar (nor could he assert this, as he does for cassettes on which he is the singer). Heera was a company associated with the Second Claimant and the assignments referred to in paragraph 160 (a) above, when taken together with the Heera cassette cover are powerful evidence that Mr Sadiq wrote Song 3;

- (d) the cassette sleeve for Mr Rahi's Volume 37 shown as released by the Second Claimant credits Mr Sadiq as the author of Song 3. The cassette sleeve has 8 songs on it, 4 of which credit Mr Sadiq as author (including Song 3) and 4 credit other authors (not Mr Rahi);
- (e) Mr Rahi has produced a digital image of his album Volume 72 shown as released by TMC Cassettes, which credits Mr Rahi as the author of all the songs on the album. The 8 songs on that album sleeve are not the same as those appearing on Volume 37 shown as released by the Second Claimant, but Song 3 is on the album sleeve for Volume 72;
- (f) whilst Mr McArthur did not compare the digital image of the album Volume 37 shown as released by the Second Claimant with the digital image of the album Volume 72 shown as released by TMC Cassettes, the artwork for the two albums is the same. Given that Volume 37 and Volume 72 have the same artwork, on the balance of probabilities, I find that one was copied from the other. For the reasons explained in paragraph 157 (e) above, Mr Rahi's suggestion that the Heera cassette sleeve is a pirate copy of the TMC Cassettes sleeve makes no sense. The opinion of Mr McArthur, having inspected 6 digital images of albums produced by Mr Rahi and 6 digital images of the same albums with the same artwork produced by the Claimants, was that the digital images produced by Mr Rahi were copies of the digital images produced by the Claimants which had been digitally manipulated to show Mr Rahi's versions as released by different companies and Mr Rahi as the author of all the songs on those albums. I am satisfied, on the balance of probabilities, that Mr Rahi or someone on his behalf and at his direction copied across the digital image of the artwork on Volume 37 to create Volume 72 and altered the name of the company releasing the album to TMC Cassettes and the name of the author of all the songs on Volume 72 (including Song 3) to Mr Rahi specifically for the purpose of providing fabricated evidence in support of Mr Rahi's claim in these proceedings that he wrote Song 3. It follows that I accept that the cassette sleeve to Mr Rahi's album Volume 37, which I accept Mr Rahi authorised the Second Claimant to release, which credits Mr Sadiq as the author of Song 3, supports the conclusion that Mr Sadiq wrote Song 3, but the digital image produced by Mr Rahi of a cassette cover purporting to have been released by TMC Cassettes and to credit Mr Rahi as the author of Song 3, does not support the conclusion that Mr Rahi wrote Song 3;
- (g) I have found that Mr Rahi sings "Sadiq" in a recording of Song 3 at the end of that song as a recognition that Mr Sadiq wrote Song 3 (see paragraph 141 above). I find that Mr Rahi would not have done so, had he not believed, when making that recording, that Mr Sadiq was the author of Song 3;
- (h) Mr Rahi says that a Studio Letter from Sargam Studios confirms that Mr Rahi recorded Volume 72 at that studio and that the cassette was published by TMC

Cassettes. I have explained in paragraph 116 above why I attribute no weight to the content of the Studio Letters; and

- (i) for the reasons set out in paragraph 159 (h) above, I attribute more weight to Mr Sadiq's assertion that he wrote Song 3, than to the evidence of Mr Rahi that he wrote it.

SONG 4 VICH PARDESAN SADA JI/AA SAJNA

161. The First Claimant says that Song 4 was written by Mr Sadiq and not Mr Rahi. Mr Rahi says that he wrote it. I am satisfied, on the balance of probabilities, that Mr Sadiq wrote Song 4 for the following reasons:

- (a) Mr Rahi claims that he wrote Song 4 in 1993, but the Claimants have produced a copy of a settlement of a High Court action dated 18 November 1981, between the Second Claimant and Rolex Trading Company Ltd (in which proceedings the Second Claimant alleged infringement of copyright by Rolex, in relation to certain songs (including Song 4) and Rolex undertook not to import the songs into the UK). The settlement mentioning Song 4 was, on its face agreed 12 years before Mr Rahi claims to have written Song 4. There is nothing to suggest that the settlement document is not genuine;
- (b) I have accepted that Mr Rahi did authorise Tip Top to release his albums in spite of his solicitors saying that, to the best of Mr Rahi's knowledge, he did not do so (see paragraph 134 (b) and 135 above);
- (c) the Claimants have, as I have produced: (i) an assignment dated 17 April 2001 by Mr Sadiq to Silver Streak Records Limited (a company associated with the Second Claimant) of Mr Sadiq's rights as author of songs, those songs include Song 4; and (b) a confirmation by Abdul Wali Khan dated 27 November 2020 that he has assigned to the First Claimant the rights in the film Jeeva Gujjar, which includes Song 4, sung by Naseebo Lal. This is powerful evidence that Mr Sadiq is the author of Song 4;
- (d) the Claimants have produced a digital image of a cassette sleeve and the original cassette and sleeve for a cassette shown as released by Tip Top Cassettes, Volume 2 of songs sung by Mr Rahi. The cassette sleeve includes Song 4 and credits Mr Sadiq as the author of Song 4;
- (e) Mr Rahi has produced a digital image of a cassette sleeve (but no original cassette or cassette sleeve) shown as released P & P Music Volume 23 which contains the same songs, sung by Mr Rahi as Volume 2 shown as released by Tip Top, but which credits Mr Rahi as author of all the songs on the album (including Song 4);
- (f) whilst McArthur did not compare the digital image of Volume 2 shown as released by Tip Top, with the digital image of Volume 23 shown released by P & P Music, the artwork for both Volume 2 and Volume 23 is the same and I am satisfied, for that reason, that one was copied from the other. On the balance of probabilities, given: (i) Mr McArthur's findings that digital images of 6 cassette sleeves produced by Mr Rahi had been copied across and altered to create the digital images of cassette sleeves produced by Mr Rahi for the same albums; and (ii) the Claimants, but not Mr Rahi have produced the original cassette and cassette sleeves; and (iii) Mr Rahi has given an implausible explanation for being unable to produce the original P & P Music cassette and cassette sleeve, I am satisfied that Mr Rahi, or someone acting

on his behalf and under his instructions, copied across the digital image of the artwork for Volume 2 released by Tip Top Cassettes and altered it to create a digital image showing Volume 23 released by P & P Music and Mr Rahi as the author all the songs on the cassette (including Song 4) specifically for the purpose of providing fabricated evidence in support of Mr Rahi's claim in these proceedings that he wrote Song 4;

- (g) Mr Rahi suggested that Volume 2 is a pirate copy of Volume 23 and that on that pirate copy the names of the author of the songs has been changed from his name to erroneously credit others as the authors of the songs (including Mr Sadiq, as the author of Song 4). Mr Rahi's assertion makes no sense for the reasons noted by me in paragraph 157 (e) above and supports my conclusion that Volume 2 released by Tip Top Cassettes is the original authorised version of Mr Rahi's album that includes Song 4;
- (h) I have found that, in an audio of Mr Rahi singing Song 4, he sings "Sadiq" at the end of that song and I have found that he does so in recognition that Mr Sadiq wrote Song 4 (see paragraph 141) I do not consider that Mr Rahi would have done so, if he did not believe that Mr Sadiq was the author of Song 4;
- (i) the Claimants have produced a book published by the Punjabi Institute of Language Arts and Culture, in 2007 which credits Mr Sadiq as the author of Song 4; and
- (j) I attribute more weight to the evidence of Mr Sadiq that he wrote Song 4 than to the evidence of Mr Rahi that he wrote Song 4, for the reasons set out in paragraph 159 (h) above.

SONG 5 BABUL MERIYAN GUDDIYAN

162. The First Claimant says that Song 5 was written or substantially written by Inayat Ali and not Mr Rahi. Mr Rahi says that he wrote the song that appears as song 234 in the Book ("Song 234").

163. Mr Rahi put the First Claimant to proof that Inayat Ali sang and released a song entitled Babul Meriyan Guddiyan in 1980. I am satisfied that Inayat Ali did sing and release a song entitled Babul Meriyan Guddiyan in 1980 and that he wrote it, for the following reasons:

- (a) I have inspected an original cassette and cassette sleeve for a cassette which on its face was released in 1980 by EMI showing Inayat Ali as the singer of a song entitled Babul Meriyan Guddiyan;
- (b) the Claimants have produced a video of Inayat Ali performing the song Babul Meriyan Guddiyan which appears to be from the 1980's, in the video, Inayat Ali says that he is the author of the song; and
- (c) the Claimants have produced an assignment from Inayat Ali to the Third Claimant dated 6 July 2015 of the rights in various songs, which that the assignment confirms were written by Inayat Ali, including Babul Meriyan Guddiyan.

164. Mr Rahi says, in his defence, that he wrote Babul Meriyan Guddiyan in 1989, whilst still at school and that only the first line of what he wrote is the same as the song which the Claimants say was sung by Inayat Ali in 1980. In his witness statement, Mr Rahi says

that the song Babul Meriyan Guddiyan which he is the author of is completely different from the song which the Claimants say that Inayat Ali sang in 1980. In cross-examination, Mr Rahi said that he wrote only the chorus/hook line Babul Merriyan Guddiyan Tere Val Reh Gaiyan (“the Chorus/Hook Line”) whilst still at school, in 1981, not 1989, as set out in his defence.

165. Babul Meriyan Guddiyan is included in the Tip Top Cassette sleeve for Volume 2 (digital image and original cassette and sleeve produced by the Claimants) and the P & P Music cassette sleeve for Volume 23 to which I refer in paragraph 161 (b) and (d) above. The Tip Top cassette cover credits Allah Dita Khakhi (“Mr Khaki”) as the author of the song Babul Meriyan Guddiyan. I have found, on the balance of probabilities, that the digital image of the P & P Music cassette sleeve has been fabricated by copying a digital image of the Tip Top cassette sleeve and changing the author of all the songs to Mr Rahi (see paragraph 161 (f)).
166. Language Reach have analysed the song that I have accepted was sung by Inayat Ali in 1980 and compared it to Song 234. They have concluded that the Chorus/Hookline is, as Mr Rahi asserts the only parts of the two songs that are the same. However Babul Meriyan Guddiya is the title to both songs and “Babul Meriyan Guddiya Tere Val Reh Gujjan” is repeated 14 times in Song 234 included in the Book.
167. I am satisfied that Mr Khaki produced Song 234 by taking the Hook Line/Chorus written by Inayat Ali and added words to it to create Song 234. I am satisfied of that because:
 - (a) I have already said that I am satisfied that Inayat Ali wrote the Hook Line/Chorus in or around 1980;
 - (b) I have found that Mr Rahi, or someone acting at his direction, produced a digital image of an album sleeve, by copying across the digital image from the genuine digital image of the album, released by Tip Top cassette Volume 2 and altering it so that it erroneously purported to show Volume 23 as having been released by P & P Music and Mr Rahi, rather than Mr Khaki, as the author of the Song 234. My finding does mean that I can attribute no weight to the digital image of the P & P Music cassette sleeve purporting to credit Mr Rahi as author of Song 5, but at least some weight to the Tip Top cassette sleeve which credits Mr Khaki as the author of Song 234; and
 - (c) I am satisfied that Mr Khaki is the author of the Song 234 (other than the Hook Line/Chorus) because: (i) Mr Khaki is credited as the author in what I have found to be the genuine version of the relevant album sung by Mr Rahi, namely Volume 2 released by Tip Top which contains Song 234 sung by Mr Rahi; (ii) there would be no reason for Mr Raji to authorise Tip Top to release Volume 2 (as I have found he did) crediting Mr Khaki as the author of Song 234, unless Mr Rahi believed that Mr Khaki was the author of the additional words that distinguish Song 234 from Inayat Ali’s 1980 song; and (c) the Claimants have produced an audio of Mr Rahi singing Song 234 and I am satisfied, having listened to that audio, that Mr Rahi sings “Khaki” at the end of Song 234, again there would be no reason for Mr Rahi to do that, unless Mr Rahi believed that Mr Khaki was the author of the additional words.

168. I note that there is again an inconsistency in the position which was taken by Mr Rahi when issuing strikes against the First Claimant's YouTube channel when he asserted that he owned the copyright in the song sung by Inayat Ali on videos on the First Claimant's YouTube channel and the position, he takes in these proceedings, that the song that he sang (Song 234) and claimed to be the author of (which I have rejected) is completely different or at least very different from the song sung by Inayat Ali that Mr Rahi issued the strikes against.

SONG 6 SAIYAN SADE NAAL/BALLE O CHALAAK SOHNEYA

169. The First Claimant says that Song 6 was written by Mr Sadiq and not Mr Rahi. Mr Rahi says that he wrote it. I am satisfied, on the balance of probabilities, that Mr Sadiq wrote Song 6 for the following reasons:

- (a) the Claimants have produced: (i) a cassette sleeve showing that Mr Rahi's Volume 3 released by Heera Cassette's in Pakistan, includes Song 6 and credits Mr Sadiq as the author of Song 6; (ii) a cassette sleeve for the soundtrack of the film Dam Mast Qalandar, produced by Mr Gilani and released by Heera Stereo Cassette's which includes Song 6 and credits Mr Sadiq as the author of Song 6; and (iii) a cassette sleeve showing Mr Rahi's Volume 31 released by the Second Claimant in 1994 including Song 6, which credits Mr Sadiq as author of Song 6;
- (b) Naseebo Lal can be heard singing "Sadiq" at the end of Song 6 in the version in her album Aa Sajna;
- (c) the Claimants have produced an assignment dated 17 April 2001 from Mr Sadiq to Silver Streak Records of the rights in various songs which the assignment says Mr Sadiq has written, including Song 6;
- (d) the Claimants have produced an assignment of the rights of the film Dam Mast Qalender to the Third Claimant;
- (e) Mr Rahi has produced a digital image of a cassette sleeve shown to have been released by TMC Cassettes as Volume 31. The TMC Cassette sleeve for Volume 31 credits Mr Rahi as the author of all the songs on the album;
- (f) I am satisfied, on the balance of probabilities, that Mr Rahi or someone acting on his behalf and at his direction falsified the digital image of Volume 31 purportedly released by TMC Cassette, crediting Mr Rahi, instead of Mr Sadiq as the author of Song 6, specifically for the purpose of providing fabricated evidence in support of Mr Rahi's claim in these proceedings that he wrote Song 6. I am satisfied of these matters because: (i) I have accepted that Mr Rahi authorised the release of albums by Heera (in spite of his solicitors saying that, to the best of Mr Rahi's knowledge he had not authorised Heera to release any albums on which Mr Rahi sings (paragraphs 134 (c) and (d) and 135); (ii) whilst Mr McArthur did not compare the digital image of Volume 31 released by the Second Claimant with the digital image of Volume 31 shown to have been released by TMC Cassettes, the artwork from both cassette sleeves is the same. Mr McArthur compared 6 digital images of cassette covers produced by Mr Rahi with 6 digital images of cassette sleeves produced by the Claimants, where the artwork was the same, Mr McArthur concluded that the digital images produced by Mr Rahi had been created by

copying digital images of the cassette covers produced by the Claimants and altering them to change the name of the company releasing them and the credits to authors of the songs on the album; and (iii) Mr Rahi suggests that Volume 31 as released by Heera is a pirate copy of Volume 31 released by TMC Cassettes. For the reasons I have set out in paragraph 157 (e) it does not make sense for a pirate copy of a cassette to change the name of the author of the songs credited on the original cassette cover to different names on the pirate copy of that original cassette cover;

- (g) importantly I have found that Mr Rahi made an audio introduction to Song 6 in which he confirmed that Mr Sadiq had written it and I have rejected Mr Rahi's attempt to suggest that the audio introduction is not intended to refer to Song 6 and his explanation as to how he came to record the introduction (see paragraph 136 above). Mr Rahi would not have introduced Song 6 as having been written by Mr Sadiq had he not believe this to be the case, at the time that he recorded the introduction;
- (h) Insofar as there is a difference between the song sung by Naseebo Lal in the film Dam Mast Qalandar and the version sung by Mr Rahi, it makes no difference, because I am satisfied that both versions were written by Mr Sadiq; and
- (i) Mr Rahi refers to his telephone call with Mr Sadiq, when Mr Sadiq said that he could not remember which songs he had written but, for the reasons given by me in paragraph 159 (h) above I prefer the evidence of Mr Sadiq that he is the author of Song 6 to the evidence of Mr Rahi that he is the author of Song 6.

SONG 7 - CHOTI UMREIN PYAR KARIN NA

170. The First Claimant says that the author of Song 7 is Shaukat Ali. Mr Rahi says that he wrote the song that appears as song 828 in the Book ("Song 828"). It is agreed that the song which the Claimants say was sung by Shaukat Ali in 1985 and of which Shaukat Ali is the author only shares the chorus "Choti Umarein Pyar Kari Ral Jayegi Ajj" with Song 828.

171. The Claimants have produced an original cassette sleeve and cassette released by EMI in 1985 which shows Shaukat Ali as singer and author of the lyrics of the song Choti Umrein Pyar.

172. The Claimants have also produced an assignment dated 10 June 2002 assigning from Shaukat Ali to the Second Claimant the rights in various songs which the assignment says that Shaukat Ali has written, including Choti Umrein Pyar.

173. I attribute no value to Mr Rahi's assertion that the track of Shaukat Ali singing Song 7, produced by the Claimants "sounds more recent than 1981".

174. Mr Rahi claims that he started writing Song 828 while still at school, but did not complete it until 1989;

175. The Claimants have produced a digital image of a cassette sleeve for Mr Rahi's Volume 49 shown as released by Heera Cassettes which includes the song with the title "Choti Umrein Pyar Kari Na", but does not credit the lyrics of that song to any author. Mr Rahi has produced a digital image of a cassette sleeve, for Volume 49 said to be released by TMC Cassettes which credits Mr Rahi as the author of all the songs on the album including a song with the title Choti Umrein Pyar Kari Na. The artwork for the two versions of volume 49 is the same.
176. I have accepted that Mr Rahi did authorise Heera Cassettes to release his albums, in spite of his solicitors asserting that. to the best of Mr Rahi's knowledge he did not do so (see paragraphs 134 (c) and (d) and 135).
177. Mr McArthur did not compare the digital images of the Heera and TMC cassette sleeves for Volume 49, but he did compare the digital images of 3 Heera Stereo cassette sleeves produced by the Claimants with the digital images of 3 TMC sleeves produced by Mr Rahi, for volumes 28, 46 and 58. Mr McArthur concluded that the digital images of the TMC cassette sleeves have been copied from the digital images of the Heera cassette sleeves and altered to change the name of the company releasing the album to TMC Cassettes and the author of the songs on the cassette sleeve to Mr Rahi. I am satisfied, on the balance of probabilities, because the artwork for the digital images of the Heera Cassette sleeve and the TMC Cassette sleeve is the same, that Mr Rahi, or someone acting at his direction altered the digital image of the Heera cassette sleeve for Volume 49 to show the album as released by TMC Cassettes and to credit Mr Rahi as the author of all the songs on that cassette, specifically for the purpose of providing fabricated evidence in support of Mr Rahi's claim in these proceedings that he wrote Song 7;
178. Mr Rahi refers to being credited on the PRS Register as the author of the song Choti Umrein Pyar, however I am satisfied that the PRS register is not a reliable source to identify the true author of songs for the reasons set out in paragraph 157 (f) above and note, in any event that the Claimants have produced evidence, that whilst Mr Rahi was credited on the PRS register as the author of Choti Umrein Pyar, prior to that credit, in 1993, Shaukat Ali was credited as the author of Choti Umrein Pyar.
179. I am satisfied, on the balance of probabilities, that Shaukat Ali is the author of a song which includes the chorus Choti Umrein Pyar Kari Ral Jayegi Ajj, because the original cassette and cassette sleeve shown as released by EMI in 1985 appears genuine on its face and there is no evidence to undermine the conclusion that it is, which conclusion is supported by the assignment produced by the Claimants from Shaukat Ali to the Second Claimant, of the rights in songs that the assignment says that Shaukat Ali is the author of, including Choti Umrein Pyar.
180. I reject Mr Rahi's assertion that he started to write Song 828 whilst he was still at school and finished it in 1989. This is a bare assertion supported by no evidence. Mr Rahi suggest that he had written the chorus, Choti Umrein Pyar Kari Ral Jayegi Ajj, when at school, which he suggested had become popular long before he completed the song in 1989, the implication being that Shaukat Ali may have picked up the chorus that Mr Rahi had written at school and used it in his own song. That story is reminiscent of Mr Rahi's

story about writing, whilst at school, the poem which became Song 12, sung by Nusrat which I have found he made up in order to explain away how Nusrat came to sing Song 12 in 1985 when Mr Rahi did not record it until 2002. Similarly in relation to the chorus line Choti Umrein Pyar Kari Ral Jayegi Ajj, Mr Rahi was faced with having to explain how Shaukat Ali came to be singing those words in 1985 when Mr Rahi did not release an album with those words in until 2000. I find that Mr Rahi again made up a story about writing the chorus line Choti Umrein Pyar Kari Ral Jayegi Ajj at school and it becoming popular, to overcome the obvious difficulty of Shaukat Ali singing a chorus line that Mr Rahi claimed to have written, 15 years before Mr Rahi recorded it.

SONG 8 TERE KANNAN WICH WALIYAN/TERAY SADQAY

181. The First Claimant says that Song 8 was written by Mr Akhtar and not Mr Rahi. Mr Rahi says that he wrote it. I am satisfied, on the balance of probabilities, that Mr Akhtar wrote Song 8 for the following reasons:
- (a) the Claimants have produced an original cassette and cassette sleeve for Mr Rahi's Volume 75 which does not credit anyone as author of any of the songs on the album. Mr Rahi has produced a digital image of Volume 75 shown as released by Times Stereo, which has the same artwork and songs as the DJ Music cassette Volume 75, but which credits Mr Rahi as the author of all the songs on the album;
 - (b) I have rejected Mr Rahi's story of how he came to record an audio introduction: "this video cassette and audio cassette was released by DJ Cassettes" as implausible and I find Mr Rahi did authorise DJ Music to release at least some of his albums in spite of Mr Rahi's solicitors saying that, to the best of Mr Rahi's knowledge he never authorised DJ Cassettes to release any of his albums (see paragraphs 134 (a) and 135);
 - (c) although Mr McArthur has not compared the digital image of the DJ Music Volume 75 cassette sleeve with the digital image of the Times Stereo volume 75 cassette sleeve, the artwork for the two albums is the same and I am satisfied on the balance of probabilities that Mr Rahi, or someone acting on his instructions copied the digital image of the DJ Music Volume 75 cassette sleeve to create the digital image of the Times Stereo Volume 75 cassette sleeve, amending the digital image to show Times Stereo as the company releasing the album and the name of the author of all the songs on it as Mr Rahi specifically for the purpose of providing fabricated evidence in support of Mr Rahi's claim in these proceedings that he wrote Song 8. My reasons are the same as those set out in paragraph 161 (e) above in relation to Song 4;
 - (d) Mr Rahi's suggestion that the DJ Cassettes Volume 75 cassette and sleeve is a pirate copy of the Times Stereo Volume 75 cassette and sleeve, makes no sense for the reasons set out by me in paragraph 157 (e) above;
 - (e) I attribute no weight to the studio letter produced by Mr Rahi, which suggests that Song 8 was recorded at that studio, for the reasons set out in paragraph 116 above;
 - (f) the Claimants have produced a CD sleeve and original CD shown as a released by Kamlee Records of an album by Tariq Khan which credits Mr Akhtar as the author

of Song 8 and on the CD, Tariq Khan sings the name “Akhtar” at the end of Song 8. No reason was suggested as to why Tariq Khan would sing the name Akhtar at the end of Song 8 other than Tariq Khan doing so, because he believed that Mr Akhtar was the author of Song 8;

- (g) Mr Bhullar says that he recalls producing an album containing Song 8 for Kamlee Records, sung by Tariq Khan and he recalls that the author’s name was Mr Akhtar, who lived in Manchester. Whilst that evidence is based upon Mr Bhullar’s recollection, which may be unreliable, Mr Bullar’s evidence was not challenged;
- (h) the Claimants have produced an assignment dated 1 June 2006 by which Mr Akhtar assigned to the Third Claimant the rights in songs that the assignment says Mr Akhtar wrote, including Song 8. Mr Rahi asked his hand writing expert, Ms Radley to examine the assignment and consider whether the assignment bore Mr Akhtar’s genuine signature. Ms Radley said that her examination of the signature compared to known signatures of Mr Akhtar was inconclusive. I have no reason to suppose, other than a bare assertion by Mr Rahi, to which I attach no weight, and the witness statement of Mr Akhtar, to which I will refer next, that the assignment is not genuine;
- (i) Mr Rahi has produced a witness statement from Mr Akhtar, in which Mr Akhtar (now deceased) confirms that he did not write Song 8 or Song 9 and Mr Rahi has produced a witness statement from Mr Akhtar’s son in which he confirms that he saw his father sign his witness statement. For the reasons explained by me in paragraph 114 I have concluded that I am unable to attribute material weight to the witness statement of Mr Akhtar, as evidence that he did not write Song 8;
- (j) in paragraph 146 – 147 above I refer to the page from Mr Rahi’s YouTube channel produced by the Claimants which credited Mr Akhtar as the author of Song 8. In those paragraphs I rejected Mr Rahi’s suggestion that the page from his YouTube channel had been altered by the Claimants to show Mr Akhtar is the author of Song 8. Both the existence of that page and Mr Rahi’s attempt to explain it away, which I have rejected, support the conclusion that Mr Akhtar wrote Song 8, notwithstanding the content of his witness statement, because Mr Rahi’s own YouTube channel credited Mr Akhtar as the author of Song 8; and
- (k) whilst Mr Rahi refers to an entry in the PRS register crediting him as the author of Song 8, for the reasons set out in paragraph 157 (f) above I have found the PRS register to be an unreliable record of the authors of songs and note that the Claimants have produced a record at the PRS register, crediting Shukshinder Shadu as the author of Song 8, although no one in these proceedings contends that he is.

SONG 9 BOOHEY DIYAN KUNDIYAN

182. The First Claimant says that Song 9 was written by Mr Akhtar. Mr Rahi says that he wrote it. I am satisfied, on the balance of probabilities, that Mr Akhtar wrote Song 9 for the following reasons:

- (a) the Claimants have produced a master CD for an album by Saira Naseem and a CD sleeve for an album released by Silver Streak records in 2000 sung by Saira Naseem in which Mr Akhtar is credited as the author of Song 9;

- (b) the Claimants have also produced an original compact disc sleeve of the album “Breathless” by Ms Pooja released by the Third Claimant in 2011, which credits Mr Akhtar as the author of Song 9
- (c) Mr Rahi has produced a digital image of a cassette sleeve for an album on which Mr Rahi sings the songs, identified as Volume 97, which shows that it was released by Super Music in 2002, which includes Song 9 and credits Mr Rahi as author of all the songs on the album;
- (d) Mr Rahi says that Ms Pooja’s album was released 9 years after Mr Rahi’s Volume 97 and Song 9 on Ms Pooja’s album is clearly a cover version of his song on Volume 97. That does not however explain how Saira Naseem came to record Song 9, 2 years before Mr Rahi recorded it in 2002 and Mr Rahi has provided no explanation;
- (e) the Claimants have not produced a digital image or original cassette from which they have suggested that the digital artwork for the Super Music Volume 97 has been copied. Nevertheless, given my other findings, that Mr Rahi has himself or by instructing others, caused to be produced fake digital images of albums erroneously crediting him as the author of songs in dispute in these proceedings and my more general finding that Mr Rahi has given dishonest evidence in these proceedings, I am unable to attribute any weight to the digital image of the Super Music cassette Volume 97 purporting to credit Mr Rahi as the author of Song 9. I note that, as in all other cases, Mr Rahi has not produced the original cassette or cassette sleeve. I attributed more weight to the CD’s and CD sleeves produced by the Claimants in both digital and original form;
- (f) the Claimants have also produced, to support their case that Mr Akhtar is the author of Song 9 and that he assigned the rights to Song 9 to the Third Claimant: (i) the assignment of 1 June 2006 to which I refer in paragraph 181 (h); (ii) confirmation from the Third Claimant’s accountant that Sage accounting records held by them show two payments were made to Mr Akhtar by the Third Claimant, in 2006, namely £1,000 on 14 April 2006 and £500 on 23 June 2006, the implication being that these payments were consideration for Mr Akhtar entering into the assignment; and (iii) an affidavit sworn by Mr Akhtar on 27 August 2000 confirming that 14 songs, including Song 9, had been written by him. These documents appear genuine on their face, their authenticity, other than the assignment of 1 June 2006 has not been challenged (and in the case of the 1 June 2006 assignment, unsuccessfully) and I accept both that they are genuine documents and that they support the First Claimant’s case that Mr Akhtar is the author of Song 9;
- (g) as noted when I dealt with Song 8, I attribute little weight to the witness statement of Mr Akhtar for the reasons explained by me in paragraph 114 above; and
- (h) I attribute no weight to the entry in the PRS register, crediting Mr Rahi as the author of Song 9, for the reasons explained by me in paragraph 157 (f) above.

SONG 10 MAA MARI TE RISHTY/PEKEY HUNDEY MAAWAN NAAL

183. The First Claimant says that the song Pekey Hundey Maawan Naal was written by Mr Sandhu as a song in Indian Punjabi (“Pekey Hundey”). Mr Rahi says that he wrote the song Maa Mari Te Rishti in Pakistani Punjabi and that it appears as song 904 in the Book

("Maa Mari"). Mr Rahi says that Maa Mari has nothing in common with the song Pekey Hundey other than the use of the word Maa or Maawen which means mother and is commonly used in both Indian and Pakistani Punjabi songs.

184. The Claimants have produced an image of a Cassette sleeve shown as released by Super Cassette Industries Ltd in India in 2001 which credits Mr Sandhu as the author of Pekey Hundey. Mr Sandhu has signed a witness statement for the Claimants confirming that he is the author of Pekey Hundey. I have accepted Mr Sandhu's evidence that he wrote Pekey Hundey in 2000 which is supported by the Cassette sleeve, showing that Pekey Hundey was released in India the following year (see paragraph 101 above).
185. The Claimants have also produced a digital image of an album sleeve containing details of songs sung by Mr Rahi, released by TP Gold in 2002 as Album 1 and the original cassette and cassette sleeve which includes the song Maa Mari, but does not credit authorship of that song to anyone. Mr Rahi has produced a digital image of a cassette sleeve shown as released by AR Music as Album 1, having the same artwork and the same details of songs as the digital image of the TP Gold cassette sleeve, but the digital image of the AR Music cassette sleeve credits Mr Rahi as author of all the songs on the album, including Maa Mari. Mr Rahi has not produced an original AR Music cassette or cassette sleeve.
186. Mr McArthur compared the two digital images of cassette sleeves for Album 1 and concluded that the digital image of the AR Music Cassette sleeve had been copied from a digital image of the TP Gold cassette sleeve and been altered to show AR Music as the company releasing the album and Mr Rahi as the author of all the songs on the album. I have accepted the expert opinion of Mr McArthur. It follows that the digital image of the AR Music cassette sleeve has been fabricated and I find that it was fabricated by Mr Rahi or by someone at his direction for the purpose of supporting Mr Rahi's case in these proceedings, that he wrote Maa Mari (see paragraphs 124 – 128 above);
187. In my judgement, the real issue in respect of the songs Pekey Hundey and Maa Mari is whether Mr Rahi, or someone else plagiarised Pekey Hundey to create the song Maa Mari which appears as Song 904 in the Book, not who wrote Maa Mari. I find that whoever wrote Maa Mari plagiarised Pekey Hundey to do so and I have ruled out the possibility that Mr Sandhu plagiarised Maa Mari, in creating Pekey Hundey, for the following reasons:
- (a) Mr Sandhu said that he was sent a video of Mr Rahi criticising Mr Bindrakhia (then deceased) for singing what Mr Rahi referred to on the video as Mr Rahi's song. Mr Sandhu said that he contacted Mr Rahi over Facebook and said to him that Mr Bindrakhia had sung Pekey Hundey, written by Mr Sandhu and that Mr Rahi had copied Pekey Hundey to create Maa Mari. Whilst I have expressed concerns about there being no documents to support Mr Sandhu's evidence on these points, I have accepted (see paragraph 101) that Mr Sandhu was telling the truth about writing Pekey Hundey the year before it was released in India (that is writing it in 2000);
 - (b) Album 1 was released in Pakistan (on my findings by TP Gold) in 2002 containing the Song Maa Mari the year after Pekey Hundey was released in India. Whilst the

author of Maa Mari could have plagiarised Pekey Hundey, released the previous year in India, it is difficult to see how Mr Sandhu, who I have accepted is the author of Pekey Hundey, could have plagiarised Maa Mari which was not released in Pakistan until the year after Pekey Hundey was released in India and no mechanism by which Mr Sandhu might have plagiarised Maa Mari has been suggested by Mr Rahi, nor does he suggest that Mr Sandhu plagiarised Maa Mari, rather he says that the songs have nothing in common with each other, other than the use of the words Maa or Maawan;

- (c) Language Reach have compared song 904 from the Book (Maa Mari) with the lyrics of Pekey Hundey and have highlighted in the text of Song 904: (i) in yellow where exactly the same words are used; (ii) in red when there is a slight adaptation of words merely representing pronunciation differences between Pakistani and Indian Punjabi; and (iii) in blue, where there has been some slight adaptation of the words. An example of (iii) is given that, in Pekey Hundey the song talks of a daughter remembering being given milk with sugar cubes by her mother and Song 904 referring to a daughter remembering being given warm milk by her mother;
- (d) Song 904 is only 14 lines long, of which: (i) 5 lines are highlighted in yellow and red (mostly yellow); (ii) half a line is highlighted partly in yellow and partly in blue; and (iii) two and a half lines are highlighted in blue (total lines highlighted 8 out of 14). The two songs clearly have more in common than merely the words Maa and Maawen, which is what Mr Rahi suggests. It is highly unlikely that such a close similarity between the two songs would have occurred by chance in songs written entirely independently, and released less than a year apart. Bearing in mind that the song Pekey Hundey was released in India a year before Maa Mari was released in Pakistan and would therefore have been readily available to be copied, I am satisfied that Pekey Hundey written by Mr Sandhu has been predominantly copied from and added to by Mr Rahi or someone else to create Maa Mari; and
- (e) Mr Ahmed says, in his witness statement, that Mr Akhtar and Mr Farooq Rao, in the latter case, the owner of AF Studios, told him that, in 2002, Mr Akhtar adapted Pekey Hundey into Pakistani Punjabi, because it had been such a big hit in India and that Mr Rahi recorded the adapted song (Maa Mari) at AF studios. Whilst I attribute little value to the hearsay evidence of Mr Ahmed, I have found him to be an honest witness and I find that his evidence adds some weight to the First Claimant's case that Maa Mari was plagiarised from Pekey Hundey (which I accept in any event for the reasons set out at (a) - (d) above).

SONG 11 MARO JANDRY

188. The First Claimant says that Song 11 is a traditional song widely performed, long before Mr Rahi claims to have written it. Mr Rahi says that he wrote Song 11. I find that Song 11 is based on a traditional song and the insofar as the version of Song 11 appearing in the Book has been adapted from the traditional song, the adaptations were made by Mr Gujrati. I make these findings for the following reasons:

- (a) the Claimants have produced a digital image of a cassette sleeve for an album of songs by Mr Rahi shown as released by TP Gold as Album 17. The album includes

Song 11. Mr Rahi has produced a digital image of a cassette sleeve for an album, on which he is the singer, shown as released by AR Music as Album 17. The AR Music Album 17 has the same songs on it as the TP Gold Album 17. The artwork for the two albums is largely identical save for the name of the company shown as releasing the album and that, on the TP Gold version, Mr Gujrati is credited as the author of Song 11, whereas on the AR Music version, Mr Rahi is shown as the author of all the songs on the album, including Song 11. Mr Rahi says that the TP Gold Album is a pirate copy of the AR Music Album;

- (b) Mr McArthur did not compare the digital image of the TP Gold Album 17 with the digital image of the AR Music Album 17. Mr McArthur did however compare the digital image of the album sleeve produced by the First Claimant of Album 1 released by TP Gold with the digital image of the album sleeve produced by Mr Rahi for Album 1 shown as released by AR Music (see paragraph 124 (c) above). In the case of Album 1 Mr McArthur concluded that the AR Music digital image produced by Mr Rahi was created by copying and digitally altering the digital image of the TP Gold Cassette cover for Album 1, in order to produce a copy of Album 1 showing it as released by AR Music and Mr Rahi as the author of all the songs on the album. I have accepted Mr McArthur's opinion;
- (c) Mr Rahi's solicitors asserted that, to the best of Mr Rahi's belief he did not authorise TP Gold to release any of his albums. In light of Mr McArthur's findings about Album 1, I have found that Mr Rahi did authorise TP Gold to release at least some of his albums;
- (d) I reject Mr Rahi's assertion that the TP Gold Album 17 is a pirate copy of the AR Music Album 17 for the reasons set out in paragraph 157 (e) above;
- (e) having accepted Mr McArthur's expert opinion, I have concluded that Mr Rahi or someone on his behalf created (and Mr Rahi produced in these proceedings) at least 6 digital images of cassette sleeves, altered to falsely credit Mr Rahi as the author of the songs on those albums. More particularly I have accepted Mr McArthur's opinion that Mr Rahi, has produced to the court a digital image of an album purportedly released by AR Music, by copying across the digital image of the TP Gold Album and altering the name of the company shown as releasing the album to AR Music and the names of those credited as authors of the songs on the album to show them all as written by Mr Rahi. In light of those findings and because, just as with Album 1, the two versions of Album 17 have identical artwork and having ruled out the TP Gold Album 17 being a pirate copy of the AR Music Album 17, I find, on the balance of probabilities that the digital image of Album 17 purportedly released by AR Music, produced by Mr Rahi was fabricated by Mr Rahi or someone acting on his directions by digitally altering a digital image of the TP Gold Album 17, to support Mr Rahi's contention that he wrote Song 11;
- (f) the Claimants have produced videos of private events taking place before Mr Rahi claims to have written Song 11 in 2012, at which Song 11 (or substantially Song 11) is sung;
- (g) the Claimants have produced a page from Mr Rahi's YouTube channel crediting Mr Gujrati as the author of Song 11
- (h) I attribute no weight to the witness statement produced by Mr Rahi, purportedly signed by Mr Gujrati, for the reasons set out in paragraph 115 above. Against that I find that: (i) the TP Gold Album 17 and Mr Rahi's You Tube channel credited Mr

Gujrati as the author of Song 11; and (ii) the video of Mr Gujrati claiming credit for writing Song 11, to which I refer in paragraph 115 above are compelling evidence that Mr Gujrati wrote Song 11;

- (i) on the balance of probabilities I find that Song 11 is a traditional song with an unknown author, but that Mr Gujrati carried out some adaptations to the traditional song for Mr Rahi to sing. Such a conclusion is consistent with: (i) the videos produced by the Claimants of Song 11 (or substantially Song 11) being sung before Mr Rahi claims to have written it and before it was released by TP Gold as part of Album 17 in 2012; and (ii) Mr Gujrati claiming to have written Song 11 for Mr Rahi and being credited as the author of Song 11 on TP Gold Album 17 and Mr Rahi's YouTube channel; and
- (j) I attribute no weight to the Studio Letter which includes in the list of songs said to have been recorded by Mr Rahi at that studio, Song 11 for the reasons set out in paragraph 116 above.

ISSUE 2 – WAS MR RAHI THE AUTHOR OF SONG 12 AND DID HE LICENCE OR PURPORT TO LICENCE SONG 12 TO NUSRAT?

189. The Second claimant says that Song 12 was written by Mr Pasha. Mr Rahi says that he wrote Song 12. For the following reasons, I find that Song 12 was written by Mr Pasha and that Mr Rahi did not licence or purport to licence Nusrat to use Song 12:

- (a) in his defence, Mr Rahi seemed to accept that Song 12 was sung by Nusrat at the WOMAD festival, but in his witness statement, Mr Rahi refers to there being no evidence that Nusrat sang Song 12, at the WOMAD festival. I am satisfied that Nusrat sang Song 12 at the 1985 WOMAD festival because the Second Claimant has produced documents evidencing that it arranged for Nusrat to travel from Pakistan to the UK to take part in the festival;
- (b) I am satisfied that, in a video produced by the Second Claimant of Nusrat singing Song 12, in Birmingham, in 1985, Nusrat sings "La ke Pashay Na!" at the end of Song 12. I am satisfied that Nusrat does so, to credit Mr Pasha as the author of Song 12 and not as Mr Rahi suggests, to indicate a high-ranking Persian officer (for the reasons set out in paragraph 132) above;
- (c) I am satisfied that, in 1988 Real World Records, in conjunction with the Second Claimant, released a vinyl record of songs sung by Nusrat, including Song 12, and the vinyl record label attributes the lyrics to Song 12 to Mr Pasha and Iqbal Qasoori. I am satisfied of this because the Second Claimant has produced the original vinyl record and label, which on their face seems to be genuine;
- (d) I have found that Mr Rahi made up a story about performing a poem containing the words of Song 12 in front of Nusrat in 1983 and giving Nusrat permission to use the poem. I have found that Mr Rahi made up the story in an attempt to explain how Nusrat could have sung a song which Mr Rahi says he wrote, 17 years before Mr Rahi recorded that song himself, in 2002 (see paragraph 131 above);
- (e) I am satisfied that in 1988 the Second Claimant released two albums by Nusrat, Volume 1 and Volume 45, both of which contained Song 12 and both of which

credit Mr Pasha and Iqbal Qasoori as the authors of Song 12. I am satisfied of this because the Second Claimant has produced the original cassette sleeves for both albums, which appear to be genuine;

- (f) Mr Rahi has produced a digital image, (but not the original) of a cassette sleeve from an album of songs sung by Mr Rahi shown as released by Super Music Volume 105, which credits Mr Rahi as author of Song 12. The artwork for the digital image of the Super Music cassette cover is the same as the artwork for a Fresh Music cassette cover produced by the Second Claimant, also described as Volume 105 (although Fresh Music Volume 105 has different songs on it and does not include Song 12). Mr McArthur compared the digital image of the Super Music, Volume 105 cassette cover with the digital image of the Fresh Music cassette cover Volume 105 and expressed the opinion (see paragraphs 124 -128 above) that the digital image of the Super Music Volume 105 had been copied from a digital image of the Fresh Music Volume 105 and the name of the company releasing the album, details of songs and credits for the authors of those songs were changed to produce the digital image of the Super Music Volume 105 cassette sleeve. I have accepted Mr McArthur's opinion and find that Mr Rahi or someone acting on his directions altered a digital image of the Fresh Music cassette sleeve to produce the digital image of the Super Music cassette sleeve for the purposes of supporting Mr Rahi's case, that he wrote Song 12; and
- (g) the Second Claimant has produced copies of assignments to it of the rights in Song 12 by: (i) Mr Pasha as writer dated 17 July 1990; and (ii) Nusrat as singer dated 17 August 1989. On the face of it these assignments appear genuine.

ISSUE 3 – IF ISSUE 1 OR ISSUE 2 ARE ANSWERED IN THE NEGATIVE, WERE MR RAHI'S COMPLAINTS TO YOUTUBE MALICIOUS? AND ISSUE 5 – IF ISSUE 1 OR ISSUE 2 ARE ANSWERED IN THE NEGATIVE, WERE MR RAHI'S COMPLAINTS TO YOU TUBE INTENDED TO CAUSE LOSS TO THE CLAIMANTS?

190. It is convenient to deal with Issue 3 and Issue 5 together, because the questions of whether Mr Rahi's complaints to YouTube were malicious and whether they were intended to cause loss to the Claimants are linked.

191. Mr Gale refers me to the observations of Stable J in ***Wilts United Dairies v Robinson (Thomas) [1957] 1 WLUK 501***. The quotation referred to by Mr Gale in his skeleton argument was, of itself a quote which Stable J was reciting from directions given to a jury about the question of when malice could be found by the jury, which appeared to have been approved of by the Court of Appeal. The quotation was as follows: "*If a man says something he knows to be untrue, it is malicious ipso facto, because he has said something that is false and something that he knows to be false.*" Having reviewed a number of cases on malice, (including the case in which the direction was given to the jury) Stable J drew a number of propositions from them, including "*The third proposition*

which I derived from the cases is this that if you publish an injurious falsehood that you know to be false, albeit that your only object is your own advantage and with no intention or desire to injure the person in relation to whose goods the falsehood is published, then provided that it is clear from the nature of the falsehood that it is intrinsically injurious - I say "intrinsically" meaning not deliberately aimed with intent to injure but as being inherent in the state itself, the defendant is responsible, the malice consisting in the fact that what he published he knew to be false."

192. I have concluded that Mr Rahi did not write any part of Songs 2 - 4, 6 - 9, or 11, which appear in the Book. I am satisfied that Mr Rahi must have known, when he issued strikes to YouTube in relation to videos on the First Claimants YouTube channel containing Songs 2-4, 6 - 9 and 11 that he did not write the songs appearing in those videos, there is no scope for Mr Rahi being mistaken about that, based upon my findings.

193. Mr Rahi claims that there are substantial differences between: (a) Song 1, as sung by Shaukat Ali in 1979 and Song 1050 in the Book; (b) Song 5, as sung by Inayat Ali in 1980 and Song 234 in the Book; (c) Song 7, as sung by Shaukat Ali in 1988 and song 828 in the Book; and (d) In relation to Song 10, the song Pekey Hundey, of which I have accepted the author is Mr Sandhu and Song 904 in the Book (Maa Mari).

194. I have found that:

- (a) Song 1050 in the Book and the song sung by Shaukat Ali in 1979 (Song 1) are not substantially different and that Mr Rahi did not write the song sung by Shaukat Ali which is a traditional song with an unknown author (he may have written some or all of the words that are different in Song 1050) (see paragraph 157 above);
- (b) Song 5, as sung by Inayat Ali in 1980 and Song 234 in the Book share the same hook/chorus line which forms a substantial part of both songs and was written by Inayat Ali (see paragraph 166) and Mr Kakhi wrote the parts of Song 234 that do not consist of the chorus/hotline (see paragraph 167);
- (c) Song 7 and Song 828 share the same chorus and Shaukat Ali wrote the chorus (see paragraphs 179 - 180 above); and
- (d) whilst there are some differences between Pekey Hundey (Song 10) and Maa Mari, Pekey Hundey has been heavily plagiarised in order to create Maa Mari (see paragraph 187). Mr Rahi may have plagiarised Pekey Hundey in order to produce Maa Mari appearing as Song 904 in the Book, if Mr Rahi did not do so, someone else did (likely Mr Akhtar).

195. Mr Rahi may have written some of the words to Songs 1050, 234 and 828 in the Book, but Mr Rahi issued strikes against the First Claimant's YouTube channel on the basis that he had written Songs 1, 5, 7 and 10 which appeared in videos on the First Claimant's YouTube channel, but Mr Rahi knew that he had not written any of: (a) Song 1 sung by Shaukat Ali in 1976; (b) Song 5 sung by Inayat Ali in 1980; or (c) Song 7 sung by Shaukat Ali in 1985 and yet his strikes related to videos containing those songs. Mr Rahi therefore, on any view issued strikes to YouTube against videos containing songs that he knew he had not written, claiming that he had.

196. I am also satisfied that Mr Rahi knew that he did not write Maa Mari, alternatively did not write Maa Mari without plagiarising Pekey Hundey to do so. In any event, Mr Rahi issued strikes against the song Pekey Hundey appearing on the First Claimant YouTube channel and I am satisfied that he knew that he had not written Pekey Hundey, there is no scope, on my findings for concluding that Mr Rahi was merely mistaken about that.
197. I am satisfied that Mr Rahi decided to issue strikes against the First Claimant's YouTube channel in retaliation for strikes which, it is common ground, the First Claimant had issued against Mr Rahi's YouTube channel and/or to try to put pressure upon the First Claimant to stop issuing strikes against or withdraw strikes it had made against Mr Rahi's YouTube channel. As noted in paragraph 191 above, in determining whether Mr Rahi's complaints to YouTube about content of the First Claimants YouTube channel were malicious, it does not matter whether Mr Rahi's motive was to gain an advantage for himself or inflict loss on the First Claimant if the strikes were based upon Mr Rahi lying to YouTube about having written the songs which were the subject matter of the strikes (and I have concluded that he did lie) and the lies were "intrinsically injurious". I am satisfied that the strikes were intrinsically injurious because of the actions that YouTube could take in response to those strikes (including, de-activating the First Claimant's YouTube channel, taking down the videos which were the subject matter of the strikes and preventing the First Claimant from uploading new content onto its remaining YouTube channels all of which in fact happened). In any event, for the reasons that follow, I find that Mr Rahi did intend, by issuing three strikes against the First Claimant's YouTube channel to cause loss to the First Claimant.
198. Given that the First Claimant's YouTube channel had 26 videos on it containing songs 1 – 11 which were sung by singers other than Mr Rahi (other than Song 2 and Song 10, sung by Mr Rahi in the film Danda Peer, but the rights to which film had been assigned to the First Claimant) the only way in which Mr Rahi could claim to YouTube that he had an interest in those songs, which would enable him to issue strikes, was by falsely claiming (as I have found he did) that he wrote those 11 songs.
199. I am satisfied that Mr Rahi intended that the strikes he issued in respect of the First Claimant's YouTube channel should cause loss to the First Claimant because: (a) Mr Rahi knew, that the strikes he issued in relation to the First Claimant's YouTube channel were likely to cause loss to the First Claimant, because Mr Rahi accepted, in cross-examination, that he knew about YouTube's three strike policy (that is if YouTube received three strikes within 90 days it would be entitled in accordance with its terms with the YouTube channel holder, to de-activate the channel); (b) Mr Rahi issued 3 strikes within 90 days; and (c) it is apparent, in my judgement, from media posts made by Mr Rahi and a video placed on Mr Rahi's Facebook page, after YouTube de-activated the First Claimant's YouTube channel (which I will refer to next) that Mr Rahi considered the de-activation of the First Claimant's YouTube channel to be the successful and intended outcome of the three strikes that he had issued against the First Claimant's YouTube channel and the other steps taken by Mr Rahi and his lawyer leading up to that point.

200. Mr Rahi posted on his Facebook page, on 10 September 2020, an image with the heading “Akram Rahi and his lawyer Zaheer Ul Hassan Zahoor’s efforts have brought colours. The main channel of the Moviebox has been closed by YouTube”. Mr Zahoor assisted Mr Rahi in obtaining the Certificate for the Book and in taking proceedings (initially successfully) before the IPT In Pakistan, based upon the existence of the Certificate, to establish that Mr Rahi owned the copyright in the songs in the Book. The Certificate and the IPT proceedings gave substance to Rahi’s claim that he had written the songs which were the subject matter of his strikes and were important reasons why YouTube did not accept the First Claimant’s challenge to the strikes issued against its YouTube channel by Mr Rahi. I am satisfied that, by this post, Mr Rahi was confirming that he and his lawyer had taken steps to try to get the First Claimant’s YouTube channel closed down and had succeeded in doing so.
201. On 19 September 2020, Mr Rahi uploaded a video onto his own Facebook page in which he said: “Moviebox, very big channel of the gangsters, Almighty God has shut it down...” Then the matter became obvious, stay got confirmed, the matter became transparent and channel was shut down.”
202. In addition, prior to the hearing of the First Claimant’s application for an injunction in Claim 72 requiring Mr Rahi to withdraw his YouTube strikes, Mr Rahi refused to retract his YouTube strikes, in circumstances where YouTube had de-activated the First Claimant’s main YouTube channel causing an obvious and ongoing loss to the First Claimant. This supports my conclusion that Mr Rahi’s aim (or one of them) was to cause loss to the First Claimant.
203. As for the Second Claimant and Song 12, I am satisfied that Mr Rahi issued three separate strikes against the Second Claimant’s YouTube channel maliciously, intending to cause loss to the Second Claimant for the following reasons:
- (a) I have found that Mr Rahi did not write any part of Song 12. I am satisfied that Mr Rahi must have known, when he issued strikes to YouTube in relation to 12 videos on the Second Claimant’s YouTube channel containing Song 12 that he did not write Song 12 which appeared in those videos, there is no scope for Mr Rahi being mistaken about that, based upon my findings. Those strikes would be malicious regardless of whether Mr Rahi intended to benefit himself or to cause loss to the Second Claimant, because the representations to YouTube were untrue, Mr Rahi knew them to be untrue and the representations were inherently injurious for the reasons I have set out in paragraph 197 above;
 - (b) given that Mr Rahi was only issuing strikes against 12 videos on the Second Claimant’s YouTube channel, there was no reason why Mr Rahi would have needed to issue his complaints to YouTube about those 12 videos infringing Mr Rahi’s copyright, in three separate strikes, Mr Rahi accepted that YouTube allowed up to 10 links to be challenged in any strike. I do not accept Mr Rahi’s explanation that he found the videos on the Second Claimant’s YouTube channel on three separate occasions and therefore issued strikes each time he found them, because the Second Claimant has produced the notification that it received of Mr Rahi’s strikes which show that ten strikes were made in two separate strikes of five each on 9 July 2020 (which could have been done in one strike) and the balance of two

strikes were made on 22 July 2020. I find that Mr Rahi issued three separate strikes because he wished to cause YouTube to close down the Second Claimant's YouTube channel, bearing in mind that Mr Rahi accepted in cross-examination, that he knew about YouTube's three strike policy and having regard to the threats that Mr Rahi issued to the Second Claimant which I will describe next; and

(c) in the same Facebook post as I refer to in paragraph 200 on 19 September 2020 above Mr Rahi said "and the Hi-Tech (another publisher) will get to know, the Oriental Star (Second Claimant) will get to know, so far it is only the claim of poetry has been done, sir, the real claim will now become a thing, 94 albums, 739 songs, without any permission they have been selling for 20 years and eating.....". The complaints made by Mr Rahi to YouTube about the Second Claimant infringing his rights in Song 12 were made to YouTube in July 2020, 2 months before the video was posted on Mr Rahi's Facebook page, on 19 September 2020. I am satisfied that this was a threat by Mr Rahi that he would continue action against the Second Claimant's YouTube channel with the aim of achieving the same result (the closing down of the Second Claimant's YouTube channel) as he had achieved in relation to the First Claimant's YouTube channel.

ISSUE 4 – IF ISSUE 1 OR ISSUE 2 ARE ANSWERED IN THE NEGATIVE WERE MR RAHI'S COMPLAINTS TO YOUTUBE FRAUDULENT?

204. I have concluded that Mr Rahi did not write songs 2-4, 6, 8-9, 11 or 12 and that: (a) in relation to Songs 1, 5 and 7, at best, Mr Rahi added some words to the songs which were sung by Shaukat Ali in 1976 and 1985 and Inayat Ali in 1980; and (b) in relation to Song 10, Mr Rahi, at best, plagiarised the song Pekey Hundey to produce the song Maa Mari.
205. I have already concluded that Mr Rahi could not have mistakenly believed that he wrote Songs 2-4, 6, 8-9, 11 or 12 (paragraph 192). Mr Rahi did not assert that he had made such a mistake, his case being that he wrote the songs. I find that Mr Rahi fraudulently issued strikes to YouTube against the First Claimant's YouTube channel in respect of the songs 2-4, 6, 8-9 and 11 and against the Second Claimant's YouTube channel against Song 12 claiming he had written them when he knew he had not.
206. As for Songs 1, 5, 7 and 10, I find that Mr Rahi fraudulently issued strikes to YouTube against the First Claimant's YouTube channel in respect of the songs 1, 5, 7 and 10 claiming he had written them when he knew he had not, for the following reasons:
- (a) I have found that Song 1 is not substantially different to the version sung by Shaukat Ali in 1976. It is possible that somebody other than Mr Rahi adapted the traditional version of the song sung by Shaukat Ali in 1976 to create Song 1050 which appears in the Book, and that Mr Rahi did not know that it had been adapted from a traditional song, alternatively Mr Rahi adapted it, but either way, there is no scope for Mr Rahi to honestly believe that he wrote Song 1050 as he asserted to YouTube or Song 1 as sung by Shaukat Ali which Mr Rahi issued the strikes against;

- (b) I have found (paragraph 167) that Mr Khaki took the hook line/chorus from the song written by Inayat Ali in around 1980 and created Song 234 in the Book. In light of those findings there is no scope for Mr Rahi to have honestly believed that he wrote (and therefore have the rights as author to) song 234 in the Book or Song 5 sung by Inayat Ali in 1980, the later featuring on the videos on the First Claimant's YouTube channel, that Mr Rahi issued strikes against;
- (c) I have found that Mr Rahi lied about creating the chorus line which is shared by the song which I have found was sung and written by Shaukat Ali in 1985 (Song 7) and Song 828 in the Book. Mr Rahi may have written some or all of the words to song 828 in the Book, other than the chorus line, but he must have done so long after 1985 and there is no basis on which Mr Rahi can honestly have believed that he had any rights to Song 7, as sung by Shaukat Ali which features in the videos appearing on the First Claimant's YouTube channel, which Mr Rahi issued strikes against; and
- (d) finally, I have found (paragraph 187) that Pekey Hundey was plagiarised by someone to write the song Maa Mari which appears as Song 904 in the Book. While someone other than Mr Rahi could have plagiarised Pekey Hundey, to create Maa Mari. Mr Rahi's claim that he wrote Song 904 in the Book is fraudulent, whether he plagiarised Pekey Hundey or someone else did, to create Maa Mari. It follows from that that there was no basis for Mr Rahi to honestly believe that he had rights, in the song Pekey Hundey which features in the videos on the First Claimant's YouTube channel, which Mr Rahi issued strikes against.

ISSUE 6 – DID MR RAHI'S COMPLAINTS TO YOUTUBE INTEREFERE WITH THE RELATIONS BETWEEN THE CLAIMANTS AND YOUTUBE?

207. Mr Rahi argued in his defences to Claim 72 and Claim 92 that there was no interference with the relations between the First and Second Claimants and YouTube, even if Mr Rahi fraudulently claimed to YouTube that he wrote songs which appeared on the First and Second Claimant's YouTube channels, because YouTube was free to take such action as it wished in response to the strikes issued by Mr Rahi, or to take no action at all.

208. I am satisfied that Mr Rahi's actions (as I found them to be) in fraudulently claiming to be the author of songs appearing on the First and Second Claimants' YouTube channels, did interfere with the relations between the First and Second Claimants and YouTube, for the following reasons:

- (a) YouTube has a potential liability to third parties, as host of YouTube channels operated by its users, if the content of those YouTube channels infringes the copyright of third parties;
- (b) in order to reduce the prospects of YouTube being held liable for the content of YouTube channels infringing the copyright of third parties, YouTube has developed policies which enable third parties to notify YouTube, if they assert that the contents of YouTube channels infringes their copyright and which enable YouTube

to rapidly decide whether action should be taken to prevent the copyright infringement of which the third party complains from continuing (YouTube's users agree, as part of the terms on which they are allowed to have a YouTube channel, that YouTube is entitled to take that action);

- (c) in light of the very large number of YouTube channels, YouTube could not spend any significant period of time considering whether or not there has been an actual infringement of a third party's copyright. The three strikes policy (giving YouTube the right, as against its channel users, to remove content, prevent the uploading of new content and ultimately disable YouTube channels if YouTube receives three strikes within a 90 day period) is a means by which YouTube seeks to achieve a rapid consideration of whether a third party's copyright is being infringed by one of its channel users and to take action if, on a cursory examination of the third party's claim and any response from the YouTube channel user, it appears that an infringement has or may have taken place;
- (d) by issuing strikes against both the First Claimant's YouTube channel and the Second Claimant's YouTube channel, fraudulently claiming to be the author of songs appearing on those channels and supporting those claims by reference to the Certificate issued in respect of the Book and the initially successful proceedings before the IPT, Mr Rahi was presenting a claim to YouTube which on its face was bona fide and likely to be accepted by YouTube on a cursory examination of those claim and of the First and Second Claimants' responses to those claims;
- (e) whilst it was open to YouTube to choose whether or not to take action against the First Claimant and Second Claimants' YouTube channels, following receipt of the strikes issued by Mr Rahi, this has to be seen in the context of YouTube wishing to demonstrate that it was using its process for dealing with third party copyright claims fairly, firmly and consistently under its policies so that it could be seen to be using its reasonable endeavours to avoid breaches of copyright on its YouTube channels. By providing false information in support of those claim, that the First and Second Claimants' YouTube channels were infringing his copyright, Mr Rahi was misleading YouTube into believing on a cursory examination of his claim that he had written the songs which were the subject matter of his strikes and therefore held the copyright in them. But for Mr Rahi providing that false information to YouTube it would not have taken action against the First Claimant's or the Second Claimant's YouTube channels and that, in my judgment amounts to interference with the contractual relationship between YouTube and the First and Second Claimants.

ISSUE 7 - DID MR RAHI'S COMPLAINTS CAUSE/ARE THEY LIKELY TO CAUSE YOU TUBE TO TERMINATE/SUSPEND THE ACCOUNTS OF THE FIRST AND SECOND CLAIMANTS?

209. I am satisfied that YouTube took the following action against the First Claimant:

- (a) the videos on the First Claimant's YouTube channels which included Songs 1 - 11 which Mr Rahi claimed he wrote were deleted from the First Claimant's YouTube channels over a period of time, after Mr Rahi submitted his three strikes;

- (b) YouTube refused to allow the First Claimant to upload new content onto its YouTube channels; and
- (c) on 9 September 2020 YouTube disabled the First Claimant's main YouTube channel.

210. I am satisfied that the actions set out in paragraph 209 were taken as a result of Mr Rahi issuing (what I have found to be) fraudulent strikes against the First Claimant's YouTube channel because the First Claimant has produced copies of its correspondence with YouTube which confirms that the action being taken, was being taken because of the complaints made by Mr Rahi.

211. I am satisfied that YouTube issued a notice threatening to terminate the Second Claimant's YouTube channel but did not terminate it, but that YouTube did delete the 12 videos which Mr Rahi issued strikes against on the basis that they contained Song 12 which Mr Rahi fraudulently claimed to have written and YouTube refused to allow the Second Claimant to upload new content onto its YouTube channel.

212. I am satisfied that the actions set out in paragraph 209 were taken as a result of Mr Rahi issuing (what I have found to be) fraudulent strikes against the Second Claimant's YouTube channel because the Second Claimant has produced copies of a notification from YouTube of the three strikes issued by Mr Rahi and giving notice that the Second Claimant's YouTube channel is under threat of being terminated as a result of those three strikes being received.

ISSUE 8 – DID MR RAHI ACT AS PART OF A CONSPIRACY/IN COMMON DESIGN WITH MS MANZOOR AND MR QURESHI TO INJURE THE ECONOMIC INTERESTS OF THE FIRST AND THIRD CLAIMANTS?

213. In deciding Issue 8, I will:

- (a) summarise the basis on which the First and Third Claimants claim that Mr Rahi acted as part of an unlawful means conspiracy/in common design with Ms Manzoor and Mr Qureshi;
- (b) confirm what the consequences of judgement being entered against Ms Manzoor and Mr Qureshi are for the claim against Mr Rahi;
- (c) make some preliminary points about: (i) Mr Rahi's defence to Claim 115; (ii) the nature of the First and Third Claimants' case against Mr Rahi; and (iii) the findings I have already made which are relevant to the determination of Issue 8;
- (d) refer to the chronology of events, relevant to Issue 8, which appears at Annexe 2 to this judgement;
- (e) decide whether Mr Rahi was aware of the relevant action being taken by Ms Manzoor and Mr Qureshi; and
- (f) decide whether Mr Rahi encouraged Ms Manzoor and Mr Qureshi to take the action that they took, by considering the factors that the First and Third Claimants rely on in asserting that Mr Rahi did encourage Ms Manzoor and Mr Qureshi to

take that action namely: (i) what Mr Rahi's own actions indicate; (ii) the association between Mr Rahi and the witnesses to the Assignment; (iii) the association between Mr Rahi and Ms Manzoor; and (iii) the involvement of Mr Zahoor in acting for Mr Rahi and for Mr Qureshi. I will then say what my finding is in relation to Issue 8 and summarise my reasons for making that finding.

The basis of the First and Second Claimants' claims against Mr Rahi

214. The basis of the First and Third Claimants' claim, that Mr Rahi acted as part of an unlawful means conspiracy/in common design with Ms Manzoor and Mr Qureshi:
- (a) Ms Manzoor assigned to the Third Claimant her rights as singer in recordings she made ("the Works");
 - (b) on 1 October 2015 the Third Claimant assigned to the First Claimant those rights in the Works;
 - (c) in February 2020, Mr Rahi obtained the Certificate from the IPO certifying his ownership of all the songs in the Book. Relying on the Certificate, Mr Rahi issued proceedings in the IPT, in Pakistan against the First and Second Claimant and Hi – Tech, to confirm his ownership of all the songs in the Book. Mr Zahoor acted for Mr Rahi in obtaining the Certificate from the IPO and issuing proceedings in the IPT. Mr Rahi made fraudulent and malicious claims to YouTube, in June and July 2020, based upon his having written Songs 1 - 11;
 - (d) Mr Rahi also issued complaints to YouTube about Song 12 in July 2020 appearing on the Second Claimant's YouTube channel, in reliance upon the Certificate in respect of the Book. YouTube issued notice that the Second Claimant's YouTube channel would be disabled;
 - (e) on 9 September 2020 YouTube disabled the First Claimant's YouTube channel and on 19 September 2020, Mr Rahi published, on social media, a video in which he and his lawyer Mr Zahoor boasted about damaging the First Claimant's business and threatened to continue to inflict damage on the First Claimant and that the Second Claimant's YouTube Channel would be next;
 - (f) in Claim 72 Mr Rahi undertook, after an injunction had been granted to the First Claimant, to retract the complaints he made to YouTube;
 - (g) the Second Claimant issued Claim 92 and on 19 November 2020 obtained an injunction requiring Mr Rahi to retract the complaints he made to YouTube about the Second Claimant infringing his copyright in relation to Song 12;
 - (h) Mr Rahi knows Ms Manzoor and Ms Manzoor provided a witness statement in Claim 72 in support of Mr Rahi, outlining her grievance against the First Claimant and Ms Manzoor and Mr Rahi have been photographed together;
 - (i) Ms Manzoor maliciously purported to assign, on 5 May 2020 to Mr Qureshi, her manager, the rights in the Works she had already assigned to the Third Claimant ("the Assignment"). The witnesses to the signature of Ms Manzoor and Mr Qureshi on the Assignment were Rana, believed to be Mr Rahi's booking agent and Mr Jutt, believed to write songs for Mr Rahi;
 - (j) using Mr Zahoor, Mr Qureshi issued a claim in the IPT that, pursuant to the Assignment he held the performer rights in the Works assigned to him by Ms Manzoor and between 21 October 2020 and 23 October 2020, Mr Qureshi complained, in three strikes to YouTube, that songs sung by Ms Manzoor

published on the First Claimant's YouTube channel infringed the rights he had obtained by the Assignment;

- (k) YouTube removed the Works from the First Claimant's YouTube channel and gave notice to the First Claimant that its YouTube channel would be deactivated; and
- (l) in light of: (i) the connection between Ms Manzoor and Mr Rahi and Ms Manzoor providing a witness statement for Mr Rahi in Claim 72; (ii) the witnesses to the Assignment being close associates of Mr Rahi; (iii) Mr Rahi's video in which he threatened the First Claimant; and (iv) the similarities between the proceedings issued by Mr Qureshi and Mr Rahi and the employment of the same lawyer to take proceedings for Mr Rahi and Mr Qureshi before the IPT, in Pakistan, the First and Third Claimants say that all three defendants were involved in a common design and conspiracy to injure the economic interests of the First Claimant and the Third Claimant, in that they combined to take unlawful action in order to cause damage to the First Claimant and Second Claimant.

The consequences of Judgment being entered against Ms Manzoor and Mr Qureshi

215. As I have already noted, judgment was entered against Mr Qureshi and Ms Manzoor in default of them acknowledging service of Claim 115, on 14 April 2021. At the time of trial, Ms Manzoor had applied to set judgment aside (Mr Qureshi had not). The allegations of unlawful conduct against Mr Qureshi and Ms Manzoor in Claim 115 are:

- (a) Ms Manzoor acted maliciously and fraudulently in purporting to assign rights in the Works which she did not own, to Mr Qureshi, by the Assignment;
- (b) Mr Qureshi acted maliciously and fraudulently in issuing groundless claims to the IPT and YouTube and deliberately sent several complaints to YouTube to provoke it to disable the First Claimant's YouTube channel in accordance with YouTube's three strikes policy;
- (c) Mr Qureshi perpetrated a deceit on YouTube by knowingly making groundless complaints in order to induce YouTube to remove material from the First Claimant's YouTube channel and deactivate its YouTube channel; and
- (d) Ms Manzoor and Mr Qureshi acted in a common design to interfere wrongly in the economic interests of the First Claimant and make malicious and false claims.

216. Given that, at the date of trial there were extant judgments against both of them, I must take the allegations summarised in paragraph 214 above to be proved.

Some preliminary points

217. In his defence of Claim 115, Mr Rahi says that he was unaware of the Assignment between Ms Manzoor and Mr Qureshi or of complaints made by Mr Qureshi to YouTube. Mr Rahi also says that: (a) Mr Rahi and Ms Manzoor are both renowned singers in Pakistan and it would be surprising if they did not know each other; (b) he only has a passing acquaintance with Rana and Mr Jutt; and (c) whilst Mr Zahoor may have acted for Mr Rahi and subsequently Mr Qureshi in the IPT in Pakistan, this is not surprising, because Mr Zahoor is a specialist in IP law and is used by many in the music industry in Pakistan. Mr Rahi does not plead to the allegations made against Mr Qureshi

and Ms Manzoor The question I need to decide is whether Mr Rahi conspired or acted in common design with Ms Manzoor and Mr Qureshi to cause loss to the First and Second Claimants by unlawful means (the unlawful means being the Assignment and the making of malicious and fraudulent claims by Mr Qureshi to the IPT and YouTube).

218. I observe, as preliminary points, that:

- (a) as is not uncommon in the case of claims for unlawful means conspiracy, there is no document and no oral conversation that the First and Third Claimants rely upon as providing direct evidence that Mr Rahi conspired with or acted in common design with Ms Manzoor and Mr Qureshi. The First and Third Claimants invite me to infer from the circumstances that I have summarised in paragraph 214 above that Mr Rahi was involved in a conspiracy or common design with Mr Qureshi and Ms Manzoor;
- (b) it is not asserted by the First and Third Claimants that Mr Rahi took any substantive steps himself with the object of causing loss to the First and Third Claimants, rather it is the First and Third Claimant's case that Mr Rahi persuaded or encouraged Ms Manzoor and Mr Qureshi to take the steps summarised in paragraph 214 (I) and (J) above, so that Mr Qureshi would "front" an attack against the First Claimant's YouTube channels;
- (c) although Mr Rahi's defence makes the assertions I have set out in paragraph 217 above, I have determined that I cannot attribute any weight to those assertions, because I have found that Mr Rahi has given an extensive amount of dishonest evidence to the court including providing falsified documents to the court (the digital images of cassette sleeves);
- (d) I have already found, more specifically in relation to this issue, that Mr Rahi's assertion in his defence that he has no more than a passing acquaintance with Rana is untrue, because Mr Rahi accepted, in cross-examination, that Rana has been his best friend for years (see paragraph 145 above); and
- (e) as already noted (see paragraph 111 - 112 above) although Rana and Mr Jutt made witness statements in which they said that neither of them were employed by Mr Rahi and they had only worked for him as independent contractors, neither of them attended the trial for cross-examination. I have concluded (see paragraph 112 above) that notwithstanding the excuses offered by Mr Pearson for Rana and Mr Jutt not attending the trial, I am unable to attribute any weight to the evidence contained in the witness statements of Rana and Mr Jutt.

219. As I have already observed, the judgments entered against Ms Manzoor and Mr Qureshi (see paragraph 215) mean that it has already been determined that Ms Manzoor and Mr Qureshi conspired together or acted in a common design by unlawful means to cause loss to the First and Third Claimants. The question that I need to determine is whether Mr Rahi also acted as part of that conspiracy/common design. The burden falls on the First and Third Claimants to prove, on the balance of probabilities, that Mr Rahi did so. There are two elements which the First Claimant and the Third Claimant need to prove: (a) that Mr Rahi acted as part of a conspiracy/common design with Ms Manzoor/Mr Qureshi to cause loss to the First Claimant and Third Claimant; and (b) that Mr Rahi knew that the means used by Ms Manzoor and Mr Qureshi to cause loss to the First Claimant and the Third Claimant were unlawful.

The Chronology of events

220. Annexe 2 to this judgment is a chronology of events that I consider to be relevant to the question of whether Mr Rahi conspired/acted in common design with Ms Manzoor/Mr Qureshi. The chronology includes the events which are directly relevant to Claim 72 and 92 and the events which are directly relevant to Claim 115. It is the First and Third Claimants' case that Mr Rahi, wished to cause loss to the First Claimant and others (including the Second Claimant) by seeking to have their YouTube channels shut down and that, when he was frustrated in his attempts to do that himself, he encouraged and facilitated the taking of similar action by Mr Qureshi, with the same hoped for result of closing the First Claimant's YouTube channels down. On the First and Third Claimants' case therefore: (a) what action Mr Rahi took against the First and Second Claimants and when; (b) when threats that they say Mr Rahi made against them, were made; (c) the timing of when action was taken by Mr Qureshi and Mr Rahi; and (c) when Mr Rahi was frustrated in his attempts to take action in his own name - are all important to their case, that Mr Rahi encouraged Ms Manzoor and Mr Qureshi to take the action that they took. The chronology at Annexe 2 is therefore intended to provide easy reference to the events which are relevant to all three claims. For greater ease of reference I have highlighted in red those actions which were taken by Ms Manzoor and Mr Qureshi, in respect of which, as I have said, the First and Third Claimants already hold judgments, the effect of which is that it has already been determined that Ms Manzoor and Mr Qureshi acted in common design/conspired together to cause loss to the First and Third Claimants, by unlawful means.

Was Mr Rahi aware of the action being taken by Ms Manzoor/Mr Qureshi?

221. I am satisfied that, notwithstanding Mr Rahi's assertion, in his defence to Claim 115, that he was unaware of the Assignment and of the complaints by Mr Qureshi to YouTube (to which bare assertion, as I have explained, I can attribute no evidential value) that Mr Rahi was aware of the Assignment, of the complaints that Mr Qureshi made to YouTube and that Mr Qureshi had instructed Mr Zahoor to issue proceedings in the IPT, at the time that those events occurred. I am satisfied of that for the reasons that follow.

222. In the video posted on Mr Rahi's YouTube page on 19 September 2020 in my judgment, Mr Rahi was indicating that the action which he had taken, with the assistance of his lawyer, Mr Zahoor, which had resulted in the First Claimant's YouTube channel being disabled, had been taken, not only for his own benefit, but for the benefit of singers, like him, whose material had been exploited by the First Claimant and other members of what Mr Rahi referred to as the "music mafia", on YouTube and other digital platforms (see Annexe 2 where Mr Rahi speaks of "we" and "us"). Mr Rahi indicated that this was being done to the detriment of the singer who was being prevented by that "music mafia" from exploiting their own singing for their own commercial benefit on YouTube and other digital platforms. In the video Mr Rahi said that Ms Manzoor had come to him and told him that the First Claimant had done her

wrong (the wrong being, I infer, exploiting the songs that Ms Manzoor had sung on its YouTube channels and preventing Ms Manzoor from exploiting them herself).

223. Ms Manzoor made a witness statement on 24 September 2020 in support of Mr Rahi's opposition to the without notice injunction granted in Claim 72 being continued. In that witness statement, Ms Manzoor said she had not assigned the digital publishing rights in any of her works to the First or Second Claimants, nor received any royalties or benefits from them and any contracts they produced were fake. The First Claimant had published her works on digital platforms and she was now considering taking legal action.
224. Mr Rahi described both Rana and Mr Jutt as passing acquaintances in his defence. I have found (paragraph 145) that Mr Rahi lied in his defence when he said that he had merely a passing acquaintance with Rana, in light of his acceptance in cross-examination that Rana had been Mr Rahi's best friend for many years. I am also satisfied that Mr Jutt cannot fairly be described as merely a passing acquaintance of Mr Rahi, given that:
- (a) Mr Jutt is or was shown on Mr Rahi's YouTube channel as the writer of some of his songs;
 - (b) Mr Jutt is shown on a video of a concert at which Mr Rahi performed collecting "appreciation money" for Mr Rahi;
 - (c) Mr Rahi, Mr Jutt, Rana and another man are shown in a photograph with their arms around each other;
 - (d) Mr Jutt is shown in a photograph taken by himself as a "selfie" in the foreground, with Mr Rahi in the background singing, on stage, at a concert. The photograph shows that Mr Jutt had "back stage" access at that concert; and
 - (e) Mr Jutt signed a "studio letter", purportedly as proprietor of the Zoom Recording Studio on 1 February 2020, in which he purports to certify that Mr Rahi recorded some 17 albums at his studio. If, as the First and Third Claimants say, the information contained in the letter is untrue, this shows that Mr Jutt was willing to lie for Mr Rahi, if true it demonstrates more than just a passing acquaintance between Mr Rahi and Mr Jutt.
225. I have already noted in paragraph 89 above, the comments of Lewison J (as he then was) in *Painter v Hutchinson* that "...lies in themselves do not necessarily mean that the entirety of the evidence of a witness should be rejected. A witness may lie in an attempt to bolster a case, but the actual case nevertheless remains good irrespective of the lie".
226. Mr Rahi may have (as I have found) lied about Rana being a passing acquaintance, when in fact he has been his best friend for many years and at least made a misleading statement in his defence that Mr Jutt was no more than a passing acquaintance, when the evidence, in my judgment shows a much closer relationship than that, in order to bolster his case, that he knew nothing about the Assignment. It still may be true that he knew nothing about it.
227. Mr Qureshi used Mr Zahoor, the same lawyer as Mr Rahi had used to support the strikes that each of them made against the First Claimant's YouTube channels (and in the

case of Mr Rahi also the Second Claimant's YouTube channel) by taking proceedings before the IPT.

228. I find on the balance of probabilities that Mr Rahi did know about the Assignment because: (a) his best friend, Rana was a witness to it; (b) Mr Jutt who I am satisfied at the time was a close acquaintance of Mr Rahi was the other witness; (c) there is no explanation of why Rana and Mr Jutt just happened to be present when the Assignment was signed; and (d) Ms Manzoor who: (i) complained to Mr Rahi about being done wrong by the First Claimant; (ii) Mr Rahi expressed solidarity with in his video of 19 September 2020; and (iii) provided a witness statement, dated 24 September 2020, in an attempt to assist Mr Rahi in resisting the continuation of the injunction granted against Mr Rahi in Claim 72, is unlikely to have neglected to tell Mr Rahi about arranging, by the Assignment, to transfer her rights as singer in 400 songs to Mr Qureshi or of the plan (as entry of judgement against Ms Manzoor and Mr Qureshi has determined there must have been) of Ms Manzoor and Mr Qureshi to issue strikes against the First Claimant's YouTube channel.

229. I am not satisfied, on the balance of probabilities that the Assignment was executed as it purports to have been, on 5 May 2020 and find that it was executed after 24 September 2020, for the following reasons:

- (a) if the Assignment was executed on 5 May 2020, then by the time Ms Manzoor made her witness statement in Claim 72 on 24 September 2020, she had already assigned to Mr Qureshi her rights as singer in the songs appearing on the First Claimant's YouTube channel and therefore it would be Mr Qureshi's rights as assignee which the First Claimant was infringing. Ms Manzoor does not however mention the Assignment in her witness statement and talks about considering taking legal proceedings herself, which she could not do if she had already executed the Assignment. It is inconceivable, in my view that Ms Manzoor could have forgotten about executing the Assignment or that she did not understand its effect; and
- (b) there is no reason why Mr Qureshi would wait until 21 October 2020 to issue strikes against the First Claimants Main YouTube channel if Ms Manzoor had assigned him her rights in the 400 songs to him on 5 May 2020.

230. My finding that the Assignment was executed after 24 September 2020 makes it even more likely that Ms Manzoor would have told Mr Rahi about Ms Manzoor and Mr Qureshi's scheme to issue strikes against the First Claimant's YouTube channel. Ms Manzoor had just provided a witness statement to support Mr Rahi's attempts to overturn the interim injunction granted against him on 17 September 2020 (which required Mr Rahi to retract his strikes against the First Claimant's YouTube channel). It would, in my judgement, have been apparent to Mr Rahi that his attempts to deactivate (or maintain the deactivation) of the First Claimant's YouTube channel had been or would be frustrated. It is in my judgement highly unlikely that, in those circumstances, Ms Manzoor would not have told Mr Rahi about the plan she and Mr Qureshi had for submitting strikes against the First Claimant's YouTube channel. Whether, as the First and Third Claimants allege, Mr Rahi encouraged Ms Manzoor and Mr Qureshi to take the action that they took, in common design is the issue I will address next. Mr Rahi simply

knowing about what Ms Manzoor/Mr Qureshi were doing would not amount to him encouraging or persuading them to take that action.

Did Mr Rahi encourage Ms Manzoor/Mr Qureshi to take action?

What do Mr Rahi's own actions indicate?

231. In paragraph 31 of his witness statement Mr Rahi says that, after he set up his own YouTube channel he had disputes with the holders of various YouTube channels about those channels having songs upon them sung by Mr Rahi. Mr Rahi says that he settled those disputes with everyone except the First Claimant, Hi-Tech and the Second Claimant (by "settling these disputes" Mr Rahi means that the holders of those YouTube channels took down the songs that Mr Rahi had sung from their YouTube channels). In the video posted on Mr Rahi's Facebook page on 19 September 2020 (see Annex 2) Mr Rahi complains that the First Claimant, Second Claimant, Orchard and Hi - Tech were exploiting Mr Rahi's songs and those of other Pakistani singers (including Ms Manzoor) on their YouTube channels. In addition, between May 2017 and April 2020, as a result of challenges made against Mr Rahi's YouTube channel by the First Claimant, the revenue earned from 4 albums sung by Mr Rahi, which appeared on his own YouTube channel, had been paid to the First Claimant, from May 2017 to April 2020, when Mr Rahi objected to that arrangement continuing. In response to Mr Rahi's objection, the First Claimant issued strikes against Mr Rahi's YouTube channel in respect of those 4 albums.

232. I am satisfied that Mr Rahi believed and believes strongly that only he should be entitled to exploit commercially the songs that he has sung, on his own YouTube channel and other digital platforms and only he should be entitled to all the revenue generated from them and that when Mr Rahi refers to the "music mafia" in the video posted on his Facebook page on 19 September 2020, he is referring to those companies which were exploiting the songs of Mr Rahi and other Pakistani singers on their YouTube channels and other digital platforms. All of that is apparent, in my judgment from:

- (a) what I have said in paragraph 222 above;
- (b) the content of the video uploaded to Mr Rahi's Facebook page on 19 September 2020, as transcribed in the bundle, including Mr Rahi saying that so far the claim had been for poetry, but the "real claim" was for 94 albums and 739 songs sold without his permission over 20 years (see paragraph 203 (c) above); and
- (c) in Mr Twaseen's witness statement he says that he asked Mira Mc, who knew Mr Rahi to intervene on the Second Claimant's behalf with Mr Rahi to ask Mr Rahi to retract the strikes he had submitted against the Second Claimant's YouTube channel. Mira Mc, according to Mr Twaseen, reverted to say that Mr Rahi would only retract the YouTube strikes if all solo albums sung by Mr Rahi appearing on the Second Claimant and Hi-Tech's (a company controlled by Mr Twaseen's brother) YouTube channels and other digital platforms were removed, so that Mr Rahi could exploit them on his own YouTube channel and digital platforms.

233. I am satisfied that Mr Rahi concluded that he would be in a far better position to issue and maintain strikes against the First and Second Claimant's YouTube channels if he could persuade YouTube that he had written songs which had been uploaded to

those YouTube channels without Mr Rahi's consent as author of the songs (not merely that he was the singer of the songs). I am satisfied of that because: (a) the First Claimant hosted movies on its main YouTube channel and not music albums and Mr Rahi had not sung songs in many of those movies (possibly only Song 2 in the Movie Danda Peer) and Mr Rahi would know, in my judgment that any rights he had as singer, would be likely to have vested in the producer of the movie; and (b) I am satisfied that Mr Rahi (in spite of him denying it) knew that he had, historically assigned his rights as singer of the songs on his albums to the producer of the album and the First and Second Claimants could resist strikes from Mr Rahi against their YouTube channels and make their own strikes against Mr Rahi's YouTube channel (as the First Claimant had done) if Mr Rahi merely claimed to be the singer of songs.

234. I am satisfied that Mr Rahi knew that he had assigned his rights as singer in songs he sang because: (a) I have found (paragraph 143 and 159 (d)) that Mr Rahi assigned his rights as singer in songs to Heera Enterprises and Thar Productions, in spite of Mr Rahi denying it; and (b) in my judgement, Mr Rahi's video post of 19 September 2020 (see Annex 2) confirms that singers, including himself, were historically paid to record cassettes and CD s, implying that the rights in the recording of the singer, in those circumstances, would belong to the party who paid the singer to record the song.

235. I am satisfied that Mr Rahi knew that, if he merely asserted to YouTube, in support of strikes against the First and Second Claimants YouTube channels, that he had written songs which appeared on the First and Second Claimant's YouTube channels, then those strikes were likely to be rejected by YouTube. Mr Rahi's problem (as I have found) was that he had not written the songs that he wished to claim that he had written and there was therefore no proof available to him to offer to YouTube in support of the strikes that he wanted to issue against the First and Second Defendants' YouTube channels, as author of songs appearing on those YouTube channels.

236. I am satisfied that Mr Rahi sought advice from Mr Zahoor about how he could prove his ownership, as author, of the copyright in songs. Mr Rahi himself asserts that Mr Zahoor is a specialist in Pakistani intellectual property law and acts, in particular, for participants in the Pakistani music industry. Mr Zahoor would therefore have the necessary expertise to know how this could be done, and I am satisfied that Mr Rahi would not have known. In saying this, I am not suggesting that Mr Zahoor knew that Mr Rahi did not write some or all of the songs that Mr Rahi wished to "prove" that he wrote. I am satisfied, because Mr Zahoor subsequently acted for Mr Rahi in obtaining the Certificate from the IPO and in proceedings before the IPT, that Mr Zahoor advised Mr Rahi that: (a) he could obtain the Certificate from the IPO of his ownership of the songs in the Book which would be prima facie evidence, under Pakistani law, that Mr Rahi owned the copyright in those songs: (b) a certificate from the IPO could be obtained, merely by filing an affidavit sworn by Mr Rahi in which he asserting that he had written the songs in the Book; and (c) that certificate could then form the basis of Mr Rahi obtaining a declaration that Mr Rahi held the copyright in the songs in the Book and an injunction to prevent that copyright from being infringed by the First and Second Claimants hosting those songs on their YouTube channels.

237. Having secured, with Mr Zahoor's assistance, the Certificate from the IPO in respect of the Book on 19 February 2020, in April 2020, Mr Rahi objected to YouTube continuing to pay revenue from 4 albums on Mr Rahi's YouTube channel to the First Claimant. The First Claimant responded by issuing strikes against Mr Rahi's YouTube channel and Mr Rahi issued his own counternotices in May 2020. The Certificate from the IPO would only help Mr Rahi to claim the revenue from the 4 albums hosted on Mr Rahi's YouTube channel, if the songs on those 4 albums were included in the Book and I have not been told that they were. I am satisfied that Mr Rahi believed that, if he followed Mr Zahoor's advice as to how he could produce evidence of his ownership of the rights as author in a large number of songs hosted on the First and Second Claimants own YouTube channels, he could obtain a significant amount of leverage over the First and Second Claimants to get what he wanted (to obtain the YouTube revenue from all recordings of his singing).
238. In June and July 2020, Mr Rahi issued three strikes against the First Claimant's YouTube channel in relation to Songs 1 -11 and between 9 July 2020 and 23 July 2020, three strikes against the Second Claimant's YouTube channel, in relation to Song 12. He relied initially on the Certificate, but on 20 July 2020 started proceedings in the IPT against the First Claimant, Hi-Tech and the Second Claimant for a declaration that he owned the copyright in the 12 Songs and sought an injunction restraining them from publishing the 12 songs on their YouTube channels.
239. The First Claimant's YouTube channel was disabled on 9 September 2020. On 10 September 2020, Mr Rahi posted a message on his Facebook page that the efforts of Mr Rahi and his lawyer, Mr Zahoor had succeeded in closing down the First Claimant's main YouTube channel (see Annexe 2). On 17 September 2020 the First Claimant obtained a without notice injunction against Mr Rahi, in Claim 72, requiring him to retract the strikes that he had sent to YouTube in respect of the First Claimant's YouTube channel. On 19 September a video of Mr Rahi and Mr Zahoor was uploaded onto Mr Rahi's Facebook page, which indicated an intention to continue action against the First and Second Claimant (and others he described as part of the "Music Mafia") (see Annexe 2).
240. On 29 September 2020, Mr Rahi undertook to retract the strikes that he issued to YouTube in relation to the First Claimant's YouTube channel. Mr Rahi had now been finally frustrated in his attempts to close down the First Claimant's YouTube channel, relying upon his ownership of the copyright in Songs 1 - 11 and he faced having to pay damages to the First Claimant for the losses that he had caused them to incur by issuing strikes against their YouTube channels. Mr Rahi knew (because his claims that he wrote Songs 1 - 11 were fraudulent) that there was at least a serious possibility that those claims would succeed. Further, Mr Rahi could not issue any further strikes against the First Claimant's YouTube channels, based upon his owning the copyright in any other songs in the Book without it being highly likely that the First Claimant would be able to frustrate that action by obtaining another injunction in England and Mr Rahi exposing himself to yet further claims for damages from the First Claimant. Notwithstanding all of this, Mr Rahi did not retract the strikes that he had made against the Second Claimant's YouTube channel and the Second Claimant issued Claim 92 on 9 November 2020 and obtained an injunction on 19 November 2020 requiring Mr Rahi to retract the strikes that he had issued against the Second Claimant's YouTube channel.

241. Mr Rahi went to extraordinary lengths to put himself in a position to issue strikes against the First and Second Claimant's YouTube channels, based upon a fraudulent claim that he had written Songs 1 – 12. I am satisfied that Mr Rahi's aim in doing so was: (a) to force the First and Second Claimants and any other member of the "Music Mafia" to concede that only Mr Rahi should have the benefit of the revenue generated from songs he had sung (see paragraph 232); (b) failing that, to close down the First and Second Claimant's YouTube channels to stop them hosting his music; and (c) to retaliate for strikes which had been issued against his YouTube channel at least by the First Claimant in respect of 4 of Mr Rahi's albums which resulted in the revenue earned on Mr Rahi's YouTube channel, from those albums, being paid to the First Claimant, until April 2020. Mr Rahi clearly showed satisfaction on 10 September 2020 at the First Claimant's main YouTube channel being shut down. In summary, I do not consider that Mr Rahi would have easily given up his attempts to obtain leverage over the First and Second Claimant or to retaliate for their obtaining revenue from YouTube and other digital platforms for songs that Mr Rahi had a sung, but, for the reasons I have given, I also consider that Mr Rahi, by 29 September 2020 would have understood that he could not be seen to be issuing strikes against the First Claimant's YouTube channel himself for the reasons set out in paragraph 240 above.

Mr Rahi's association with Rana and Mr Jutt, witnesses to the Assignment

242. I have found that Mr Rahi would have known about the Assignment and the action being taken by Ms Manzoor and Mr Qureshi, for the reasons set out in paragraphs 221 – 230 above. One of the reasons I gave was that Rana, one of the witnesses to the Assignment, was Mr Rahi's best friend and the other witness to the Assignment, Mr Jutt was a close acquaintance of Mr Rahi (not, as Mr Rahi suggested in his defence, merely passing acquaintances of Mr Rahi).

243. The fact that the two witnesses to the Assignment were the best friend and a close acquaintance of Mr Rahi's and that he and they, in their respective witness statements, attempted to suggest otherwise, rather than to explain why they happened to be present when the Assignment was executed, is a factor suggesting that Mr Rahi was involved in the arrangements for the execution/witnessing of the Assignment and therefore involved in encouraging Ms Manzoor and Mr Qureshi to take the action that they did take (including Mr Qureshi issuing strikes against the First Claimant's YouTube channel and instructing Mr Zahoor to issue proceedings on his behalf in the IPT). It is only however a factor and I will need to consider it alongside the other circumstantial evidence relied on by the First and Third Claimants to decide whether Mr Rahi was in fact involved in encouraging Ms Manzoor and Mr Qureshi to take the action they did.

Mr Rahi's association with Ms Manzoor

244. In his defence, Mr Rahi accepts that he and Ms Manzoor know each other, but he says that this is simply because they are both renowned singers of Pakistani Punjabi songs.

245. I do not find that Mr Rahi and Ms Manzoor were at any relevant time close friends, but Ms Manzoor is: (a) one of the three Pakistani singers mentioned in the video uploaded to Mr Rahi's Facebook page on 19 September 2020 (see Annexe 2) as complaining to Mr Rahi that the First Claimant had done an injustice to them; and (b) one of three Pakistani singers who made witness statements in support of Mr Rahi's initial opposition to the injunction granted against him in Claim 72 being continued. In that witness statement, Ms Manzoor refers to the First and Third Claimants releasing her albums on digital sites without her permission and without paying her and to them producing contracts which were fake. I have found that it is unlikely that Ms Manzoor would not at least have told Mr Rahi about the plans of Ms Manzoor and Mr Qureshi to issue strikes against the First Claimant's YouTube channel (see paragraph 228).

Mr Zahoor

246. Mr Zahoor clearly played a key role for Mr Rahi in obtaining the IPO certificate for the Book and issuing and pursuing a claim in the IPT against the First and Second Claimants, which led to YouTube deactivating the First Claimant's main YouTube channel on 9 September (Mr Rahi says as much in the statement on his Facebook page issued on 10 September 2020, see paragraph 200 and Annexe 2). Mr Zahoor performed a similar role for Mr Qureshi, in supporting the strikes issued by Mr Qureshi against the First Claimant's YouTube channel, by bringing proceedings on Mr Qureshi's behalf before the IPT.

Conclusion on whether Mr Rahi encouraged Ms Manzoor/Mr Qureshi to take the action they took

247. I am satisfied, on the balance of probabilities, that Mr Rahi encouraged Ms Manzoor and Mr Qureshi to take the action which it has been determined amounted to a conspiracy/common design between them to cause loss to the First and Third Claimants by unlawful means and Mr Rahi thereby was part of the conspiracy/common design with them. I have come to this conclusion for the following reasons:

- (a) I have found that Mr Rahi had, by 29 September 2020, been frustrated in his attempts to close down the First Claimant's main YouTube channel and that he knew that any further attempt by him, in his own name, to close down the First Claimant's YouTube channel was highly likely to be met by a further successful application for an injunction by the First Claimant and would further expose Mr Rahi to damages claims from the First Claimant. I am satisfied however, given the amount of effort and the lengths that Mr Rahi had gone to fraudulently claim that he was the author of songs appearing on the First Claimant's YouTube channel, that Mr Rahi was unlikely to give up his attempts to close down the First Claimant's YouTube channel, if he could find a way to do so, which did not involve him issuing strikes against the First Claimant's YouTube channels himself;
- (b) in paragraph 21 of his witness statement of 3 October 2022, Mr Ahmed says that he received calls from Pakistan from people who told him that Mr Rahi had openly said that he would take revenge upon the First Claimant for taking out an injunction against Mr Rahi and for supporting the Second Claimant's case. Whilst I am cautious about accepting such a general assertion which does not name the

individuals that Mr Ahmed said told him what Mr Rahi was saying in Pakistan about taking revenge upon the First Claimant, I found Mr Ahmed to be an honest witness and I accept that he did receive some reports from Pakistan about threats being made by Mr Rahi to take revenge upon the First Claimant. I find that those threats would have been made after 17 September 2020, when the First Claimant obtained a without notice injunction against Mr Rahi in Claim 72, because of the reference to the First Claimant obtaining an injunction against Mr Rahi, but also likely after 29 September 2020, when Mr Rahi agreed to retract the strikes that he had made against the First Claimant's YouTube channel, when it would be clear to Mr Rahi that he could not avoid withdrawing those strikes (and the injunction granted in Claim 72 had therefore succeeded in preventing Mr Rahi's efforts from resulting in the continued closure of the First Claimant's main YouTube channel). The threats that I am satisfied were made by Mr Rahi in Pakistan support my conclusion that Mr Rahi still wanted to find ways to close down the First Claimant's YouTube channel after his own attempts to do so had been frustrated;

- (c) the two witnesses to the Assignment were: (i) Rana who Mr Rahi described, in cross-examination as having been his best friend for many years; and (ii) Mr Jutt who I have found is a close associate of Mr Rahi. I note also Rana and Mr Jutt signed studio letters confirming that Mr Rahi had recorded albums at their recording studios, in support of Mr Rahi's case that he had not authorised certain companies to release albums on his behalf: (i) Rana signed a Studio Letter as purported proprietor of Folk Studio; and (ii) Mr Jutt signed a Studio Letter as purported proprietor of Zoom Recording Studio (see paragraph 116 above). Whilst Rana and Mr Jutt are clearly involved in the Pakistani music industry and it is possible that they just happened to be present when Ms Manzoor and her manager, Mr Qureshi wanted to sign the Assignment and have it witnessed, in view of Rana and Mr Jutt's association with Mr Rahi I consider that the execution of the Assignment by Ms Manzoor Mr Qureshi in the presence of Rana and Mr Jutt as witnesses does suggest that Mr Rahi was involved in that process, particularly having regard to the points made by me in (d) - (f) below;
- (d) Mr Rahi described Rana and Mr Jutt in his defence to Claim 115 as "passing acquaintances" and I have found that that was a lie, aimed at disassociating Mr Rahi from the execution of the Assignment. I bear in mind that the mere fact that Mr Rahi lied to try to disassociate himself from the Assignment does not mean that he was involved in the Assignment, being executed (I have already found that he knew about it). However, in my judgement, Mr Rahi's lie makes it more likely that Mr Rahi was both aware of and involved in the arrangements for the Assignment to be executed and witnessed, because, if it was merely a coincidence that Rana and Mr Jutt witnessed the Assignment, then, in my judgment, Mr Rahi would be more likely to seek to explain how that coincidence had occurred, rather than lie about his association with Rana and Mr Jutt. More importantly, in their witness statements, Rana and Mr Jutt would have explained how they came to be present when Ms Manzoor and Mr Qureshi signed the Assignment, to act as witnesses to it, rather than giving evidence which sought to minimise their association with Mr Rahi's, but they simply say that Mr Rahi was not present when they witnessed the Assignment;

- (e) I am satisfied that the purpose of the Assignment was to avoid Ms Manzoor from being involved directly in taking action against the First Claimant's YouTube channel and thereby facing proceedings being taken against her by the First Claimant, like those Mr Rahi had faced. I am satisfied of that because: (i) it is not at all clear what commercial purpose could be served by Ms Manzoor assigning to her manager, Mr Qureshi the rights in 400 of her songs ; (ii) whilst the Assignment asserts that some value was paid by Mr Qureshi for the assignment of the rights in 400 songs it does not specify what that value is and it seems to me unlikely, given that no value is specified, that any value was paid; and (iii) in her witness statement of 24 September 2020 Ms Manzoor refers to contracts held by the First and Third Claimants being fakes, making it clear that Ms Manzoor knew that the First and Third Claimants held documents which on their face assigned her rights in songs to the First and Third Claimants. The judgments obtained against Ms Manzoor and Mr Qureshi determine that the documents were not fakes and therefore I find that Ms Manzoor knew that she had already assigned the rights in the 400 songs which were the subject matter of the Assignment (or at least those hosted on the First Claimants YouTube channels) to the First or Third Claimants, so there was every likelihood that The First Claimant would be successful in obtaining an injunction in England against Ms Manzoor, if she were to issue strikes against the First Claimant's YouTube channel as they had succeeded, in obtaining an injunction against Mr Rahi;
- (f) I have found (see paragraph 229 above) that the Assignment was not executed on 5 May 2020, but after Ms Manzoor signed her witness statement on 24 September 2020. The backdating of the Assignment would explain why Rana and Mr Jutt (best friend and close associate of Mr Rahi) would be used as witnesses for the Assignment. Any witnesses could have been used to simply witness Ms Manzoor and Mr Qureshi applying their signatures to the Assignment. If I am right about the backdating of the Assignment however, any witnesses to the Assignment would have to be willing to turn a blind eye to the backdating of the Assignment. Rana and Mr Jutt, as the best friend and close associate of Mr Rahi respectively, may well have been prepared to do that, to promote a scheme to which Mr Rahi was a party;
- (g) as noted, the use, by Mr Qureshi of Mr Zahoor to issue proceedings before the IPT in Pakistan to support his strikes against the First Claimant's YouTube channel is the same tactic, using the same lawyer, as were used by Mr Rahi in support his strikes against the First Claimant's YouTube channel, which supports the conclusion that Mr Rahi was involved in encouraging and facilitating the action taken by Mr Qureshi against the First Claimant's YouTube channel; and
- (h) the sequence of events is: (i) Mr Rahi undertakes to retract the strikes that he had issued against the First Claimant's main YouTube channel on 29/9/20; (ii) on my findings, the Assignment is executed at around the same time and in any event after 24 September 2020; (iii) 21/10/20 - 23/10/20 Mr Qureshi issues 3 strikes against the First Claimant's YouTube channel; and (iv) 29/10/20, Mr Qureshi issues proceedings in the IPT, using Mr Zahoor to support his strikes against the First Claimant's YouTube channel. If I am right that the Assignment was signed after 24 September 2020, then the Assignment was signed shortly after an interim injunction had been granted against Mr Rahi requiring him to retract his strikes

against the First Claimant's YouTube channel (17 September 2020) and at around the time that Mr Rahi undertook to retract his strikes against the First Claimant's YouTube channel (29 September 2020). In either event the timing of the strikes and the issuing of proceedings in the IPT by Mr Qureshi, supports the conclusion that Mr Rahi was encouraging Ms Manzoor and Mr Qureshi to try to close down the First Claimant's YouTube channel, when he had been frustrated in his attempts to do so himself.

Did Mr Rahi know that Ms Manzoor did not have any rights in the songs which were the subject matter of the Assignment?

248. If Mr Rahi did not know that Ms Manzoor had already assigned, to the Third Claimant her rights as singer of the songs appearing on the First Claimant's YouTube channels, then he cannot have acted in a conspiracy or common design with Ms Manzoor and Mr Qureshi to use unlawful means to cause loss to the First or Third Claimants. This is because the unlawful means is Mr Qureshi claiming rights that could not be assigned to him by the Assignment in songs sung by Ms Manzoor appearing on the First Claimant's YouTube channels (because Ms Manzoor had already assigned those rights to the Third Claimant).

249. I am satisfied, on the balance of probabilities, that Mr Rahi did know at least that it was likely that Ms Manzoor had assigned to the Third Claimant the rights that she had as singer in the songs sung by Ms Manzoor that appeared on the First Claimants YouTube Channels because:

(a) although Mr Rahi denied it, I have found that Mr Rahi executed agreements assigning to Heera Enterprises and to Thar Productions, the rights he had as singer in various songs, I have also found that Mr Rahi authorised companies to release his solo albums that he denied authorising to do so (paragraph 120 – 129 and 233). I am satisfied that Mr Rahi knew that he has frequently in the past assigned his rights as singer to the producer/publisher of his solo albums and I have found that this is at least one of the reasons why he decided to fraudulently claim that he had written songs appearing on the First and Second Claimants YouTube channels (see paragraphs 233 - 234). I am satisfied that Mr Rahi would know, because of his own experience as a Pakistani singer releasing songs through various producers/publishers, that it was likely that Ms Manzoor had similarly assigned her rights as singer in the past on her solo albums to the producers/publishers of her solo albums;

(b) in her witness statement of 24 September 2020, Ms Manzoor referred to fake agreements having been produced by the Third Claimants. As a result of judgment being entered against Ms Manzoor the Third Claimant's assertion that she had assigned to them her rights as singer in all the songs sung by Ms Manzoor that appear on the First Claimant's YouTube channels by various assignments mentioned in the Particulars of Claim for Claim 115 is deemed to be true and Ms Manzoor's assertions that those assignments are fake are deemed to be untrue. Mr Rahi will have seen Ms Manzoor's witness statement filed in support of his attempt to challenge the injunction granted against him, in Claim 72 and will therefore have known that the

Third Claimants were asserting that Ms Manzoor had assigned her rights, as singer to them;

(c) on the balance of probabilities I find that Ms Manzoor will have admitted to Mr Rahi that it was at least likely that, just like Mr Rahi had done in relation to the producers/publishers of his solo albums, or some of them, she did sign documents assigning to the Third Claimants her rights as singer in the songs appearing on the First Claimant's YouTube channel, even if she did not admit this to Mr Rahi, based upon Mr Rahi's own experience of assigning his rights as singer in the past, I find that he would believe it likely that the agreements were genuine; and

(d) if, as Ms Manzoor asserted in her witness statement the agreements that the Third Claimant might produce were really fake, then Ms Manzoor had much less to fear from pursuing action herself against the First Claimant and therefore much less reason to enter into the Assignment, however I have found that she entered into the Assignment to distance herself from the strikes made against the First Claimants main YouTube channel, in an attempt to avoid any claim being made against her by the First Claimant or Third Claimant.

ISSUE 9 – DID MR RAHI'S ACTIONS CAUSE LOSS TO THE CLAIMANTS?

250. I am satisfied that the actions of Mr Rahi pleaded in Claim 72 caused loss to the First Claimant as a result at least of: (a) its main YouTube channel being de-activated by YouTube from 9 September 2020; and (b) YouTube preventing the First claimant from uploading new content to its other YouTube channels.

251. I am satisfied that the actions of Mr Rahi pleaded in Claim 92 caused loss to the Second Claimant as a result at least of: (a) YouTube requiring the removal from the Second Claimant's YouTube channel of the 12 videos which included Song 12 within them; and (b) YouTube preventing the Second Claimant from uploading new content onto its YouTube channel.

252. I am satisfied that the actions of Mr Rahi caused loss to the First Claimant and (by virtue of the assignment dated 1 October 2015 pleaded in paragraph 18 of the Particulars of Claim in Claim 115) the Third Claimant as a result at least of: (a) the removal from the First Claimant's YouTube channel of content which included the Works; and (b) YouTube preventing the First Claimant from uploading new content to its YouTube channels.

ISSUE 10 – IF THE CLAIMANTS ARE SUCESSFUL ON LIABILITY, SHOULD THE COURT AWARD THE INJUNCTION SOUGHT OR OTHER RELIEF BESIDES DAMAGES?

253. Given the conduct of Mr Rahi which I have referred to in this judgment, I consider it appropriate to grant permanent injunctions against Mr Rahi, in the terms sought in Claim 72, Claim 92 and Claim 115. In simple terms, the reason why I consider this appropriate is that Mr Rahi has displayed a willingness, acting in his own name and through others to pursue a relentless and fraudulent campaign aimed at damaging the economic interests of the First – Third Claimants, either as an end in itself or as a means of forcing the Claimants to stop exploiting songs sung by Mr Rahi for their own commercial benefit, in order to leave Mr Rahi free to do so. The Claimants are entitled, in my judgment, to the protection of a suitably worded injunction which may serve the dual purpose of: (a) dissuading Mr Rahi from issuing any strikes himself against the Claimants' YouTube channels or encouraging others to do so (and dissuading others from doing so at Mr Rahi's encouragement); and (b) enabling the Claimants to demonstrate to YouTube that there is in place an extant injunction that prohibits Mr Rahi from engaging in issuing strikes against the Claimants YouTube channels or encouraging others to do so.

ANNEXE 1 - SONGS 1-11

SONG 1 - JAGGA

Mr Rahi's Case - Defence

- Song 1 is in the Book;
- Song 1 was written in 1989, Mr Rahi's poem tells the story of a folktale;
- the Indian Punjabi Song "Jagga" is a completely different work; and
- Real Stereo released Song 1 as part of Mr Rahi's album, Volume 9 as a cassette, in 1991, the cassette sleeve attributes authorship of Song 1 to Mr Rahi

C1's Case - Particulars of Claim/Reply

- the lyrics are based on a traditional poem not written by Mr Rahi and known to have been performed and published before 1989;
- the First Claimant produces a recording of Shaukat Ali singing Song 1 in 1979
- it is not accepted that the cassette sleeve produced by Mr Rahi is genuine and the cassette sleeve does not correctly show Mr Rahi as the author of Song 1;
- DJ Cassettes released a version of Song 1 by Mr Rahi in 2005, the cassette sleeve does not attribute authorship to anyone; and
- C1 produces a vinyl record from 1976 which includes Song 1, sung by Shaukat Ali, which states that the lyrics are traditional.

Mr Rahi - additional points in witness statement

- Hi - Tech (a company associated with the claimants) has credited Mr Rahi on the PRS register as the author of Song 1; and
- The Album published by DJ Cassettes is a pirate copy of one of his albums.

C1 - additional points in witness statement of Mr Ahmed

- The version of Song 1 sung by Shaukat Ali and the version in the Book have the same chorus line;
- Mr Ahmed produces a letter dated 10 June 2002 on C2's headed paper signed by Shaukat Ali assigning to C2 the rights in an album which includes Song 1 and which confirms that Shaukat Ali composed all the songs in the album;
- The PRS database is open to all members of the PRS (publishers and writer members). Anyone can register a work with the PRS. The entries do not prove authorship of the songs, because the database contains many erroneous inconsistent entries for the same song. There is an entry in the PRS register in 1997 which credits Shaukat Ali as the author of Song 1, a later entry of 2013 credits Mr Rahi as author.

SONG 2 - IHA KAJLAY WALI AKH

Mr Rahi's case - Defence

- the song is in the Book;
- the song was written in 1991 by Mr Rahi and is wholly original;
- he uses the word "Sadiq" at the end of Song 2 to mean "truth", not to credit Mr Sadiq as the author of Song 2;
- Song 2 was released in 1993 by TMC Cassettes as part of Mr Rahi's Vol 28, the cassette sleeve identifies Mr Rahi as the author of Song 2;
- Song 2 appeared in the film Danda Peer;
- Mr Sadiq could not recall signing a letter giving the rights in Song 2 to "Moviebox" and Mr Sadiq said that C1 had contacted him but he did not want to get involved.

C1's Case - Particulars of Claim/Reply

- Mr Sadiq is the author of Song 2 which he adapted from a traditional Saraiki song for Mr Rahi to sing in the film Danda Peer produced by Zahoor Gilani in 1994, the year before Mr Rahi recorded Song 2 in an album
- At the place indicated by a red mark in the Book, Mr Rahi has substituted his own name for "Sadiq" which is in the original text of the song;

- C1 does not accept the authenticity of the cassette sleeve produced by Mr Rahi and denies that it correctly shows Mr Rahi as the author of Song 2;
- Song 2, sung by Mr Rahi, was released by Heera Stereo and by C2 and the cassette sleeves for Volume 28 produced by Heera Stereo and C2 both attribute the lyrics of Song 2 to MR Sadiq. Mr Rahi appears to have doctored the cassette sleeves of Heera stereo/D2; and
- it is accepted that Mr Rahi appeared in the film Danda Peer and sang Song 2 in it.

Mr Rahi – additional points in witness statement

- C1 has produced an agreement signed by Abdul Wali Khan purporting to assign to C1 the copyright in the film Danda Peer which includes Song 2, but Abdul Wali Khan had no right to assign to C3 the rights in Mr Rahi’s song;
- The Heera Volume 28 is a pirate copy of the album released by TMC Cassettes and the cassette sleeve released by C2 is clearly a copy of the Heera cassette sleeve;
- The agreement dated 4 August 1993 purporting to be between Heera and Mr Rahi which recognises the author of Song 2 as Mr Sadiq is a forgery and contains a forgery of his signature; and
- Heera have provided an affidavit to the Pakistani police confirming that they are unaware of the cassette sleeve shown as published by it.

C1 – additional points in witness statement of Mr Ahmed

- He produces an audio file of Mr Rahi singing “Sadiq” at the end of Song 2;
- An agreement dated 4 August 1993 entered into between Heera and Mr Rahi states that Mr Rahi is transferring to Heera his rights as singer of Song 2 and Song 2 was written by Mr Sadiq (who is a witness to the agreement);
- Mr Sadiq authorised the producer of Danda Peer to use Song 2 in that film; and
- On 27 November 2011 Abdul Wali Khan granted C1 the rights to the film Danda Peer (agreement produced)

SONG 3 – ROG LA GAIYON/RIO RO ASSI JHALLE HO GAYE

Mr Rahi’s case - Defence

- the song is in the Book;
- Mr Rahi wrote the song in 1995;
- The song is included in Mr Rahi’s album Vol 72 released by TMC Cassettes in 1996, the sleeve to the cassette identifies Mr Rahi as writer of the lyrics;
- Naseebo Lal sang a cover version of Song 3 in the film Jeeva Gujjar in 2002. The sleeve for the sound track to the film erroneously attributes authorship to Mr Sadiq; and
- Mr Sadiq has acknowledged orally to Mr Rahi that the version used in the film is a cover version of Mr Rahi’s song

C1’s Case – Particulars of Claim/Reply

- The author is Mr Sadiq as shown in marketing material for the film Jeeva Gujjar;
- C1 does not accept that the cassette sleeve produced by Mr Rahi is authentic;

- There is a recording of Song 3 released by C2 and Heera Stereo in 1996, the cassette sleeves attribute the lyrics to Song 3 to Mr Sadiq; and
- Cassette covers for the soundtrack for the film Jeeva Gujjar released by Heera and an album by Naseebo Lal released by C2 both attribute authorship of Song 3 to Mr Sadiq.

Mr Rahi – additional points in witness statement

- The Heera Stereo release of his album is a pirate copy; and
- Sargam Studio has confirmed that Mr Rahi recorded Vol 72 at that studio and the publisher was TMC Cassettes, the album cover of which he has already produced.

C1 – additional points in witness statement of Mr Ahmed

- The cassette sleeves for: (a) Mr Rahi's volume 72 released by C2; (b) Naseebo Lal released by C2; and the film Jeeva Gujjar all credit Mr Sadiq as the author of Song 3;
- Naseebo Lal sings "Sadiq" at the end of Song 3;
- By an agreement dated 27 November 2020 (copy produced) Abdul Wali Khan granted C1 the rights to the film Jeeva Gujjar; and
- An entry in the PRS register in 2006 wrongly credits Sahir Ali as author of Song 3.

SONG 4 VICH PARDESAN SADA JI/AA SAJNA

Mr Rahi's case - Defence

- Song 4 is in the Book;
- Mr Rahi wrote the song in 1993;
- The song was first released in 1994 by P & P Music as Mr Rahi's cassette Vol 23. The cassette sleeve attributes authorship to Mr Rahi;
- Naseebo Lal sang a cover of song 4 in the film Jeeva Gujjar in 2002, the sleeve for the sound track for the film erroneously attributes the lyrics to Mr Sadiq
- Mr Rahi refers to his telephone conversation with Mr Sadiq; and
- The cassette sleeve produced by C1 of Mr Rahi's Vol 2 released by Tip Top Plus which attributes authorship of Song 4 to Mr Sadiq is a pirate copy of the genuine album released by P & P Music

C1's Case – Particulars of Claim/Reply

- The lyrics were written by Mr Sadiq as shown on the album cover of Mr Rahi's Vol 2 released by Tip Top Plus in 2000 and the cover for the sound track of Jeeva Gujjar released by Heera in 2002;
- It is not accepted that the cassette sleeve produced by Mr Rahi is authentic; and
- Mr Rahi has sung the name "Sadiq" at the end of Song 4 crediting Mr Sadiq as the author

Mr Rahi – additional points in witness statement

- The album cover of Mr Rahi's Vol 2 released by Tip Top Plus is a pirate copy of the album released by P & P Music a copy of which he provided with his defence

C1 – additional points in witness statement of Mr Ahmed

- An audio of Mr Rahi singing Song 4 includes him singing “Sadiq” at the end of the song;
- The book “A Chronology of Pakistani Punjabi film songs 1947 – 2006” published in 2007 credits Mr Sadiq as the author of Song 4;
- By agreement dated 27 November 2002, Abdul Wali Khan assigns to C1 the rights in the film Jeeva Gujjar;
- Naseebo Lal who sings song 4 in the film Jeeva Gujjar and sings “Sadiq” at the end of the song;
- By letter dated 17 April 2001 (copy produced) Mr Sadiq assigns to Silver Streak Records Ltd the rights to Song 4 which he confirms in the assignment that he wrote and which is sung by Naseebo Lal;
- An audio of a 1980 folk version of Song 4 shows it being performed before it was adapted by Mr Sadiq and 13 years before Mr Rahi claims to have written the song;
- a settlement of a High Court action dated 18 November 1981, between C2 and Rolex Trading Company Ltd, in which C2 alleged infringement of copyright in relation to certain songs (including Song 4) and Rolex undertook not to import the songs into the UK was agreed 12 years before Mr Rahi claims to have written Song 4 (copy settlement produced); and
- An entry in the PRS register in 2009 wrongly credits the singer, Nazebo Lal as the author of Song 4.

SONG 5 BABUL MERIYAN GUDDIYAN

Mr Rahi’s case - Defence

- It is in the Book
- Mr Rahi wrote it in 1989 while still at school
- It was released by Mr Rahi through P & P Music as Mr Rahi’s Vol 23 in 1994, Mr Rahi produces a digital image of the cassette sleeve;
- C1 relies on a screen shot from I Tunes referring to the author as Inayat Ali, but the I Tunes record is not contemporaneous with the writing of Song 5 as I Tunes only started in 2001, the record is therefore unreliable;
- Only the first line of the song sung by Inayat Ali and the title is the same as Mr Rahi’s song; and
- Mr Rahi requires C1 to prove that the song apparently sung by Inayat Ali was released in 1980 as C1 alleges;

C1’s Case – Particulars of Claim/Reply

- The song was written by Inayat Ali;
- C1 does not accept that the cassette sleeve produced by Mr Rahi is genuine;
- C1 produces a cassette sleeve of Mr Rahi’s album Vol 2 released by Tip Top Plus in 2000 including Song 5 which credits Allah Ditta Khaki as author;
- C1 relies on information on I Tunes showing Song 5 was first released by Inayat Ali on 1 October 1980;

- C1 produces a cassette cover for an Inayat Ali Album released by EMI in 1980 which attributes the lyrics to Inayat Ali;
- Mr Rahi has copied the whole or substantially the whole of Inayat Ali's version into the Book, C1 believes that the additional material included in the Book (beyond what Inayat Ali wrote) was written by "Khaki";

Mr Rahi – additional points in witness statement

- Mr Rahi's song is completely different to the song which C1 says Inayat Ali wrote

C1 – additional points in witness statement of Mr Ahmed

- Inayat Ali's version and the version in the Book contains the same chorus line;
- In an audio file Mr Rahi sings the pen name "Khaki" at the end of Song 5 but in the Book he replaces the name "Khaki" with his own name;
- Mr Rahi claims the chorus line was authored by him but it appears in the Inayat Ali version from 1980;
- Produces an assignment from Inayat Ali to C3 of the rights in the songs in the schedule to that assignment, including Song 5; and
- An entry in the PRS register in 1997 credits Inayat Ali as the author of Song 5.

SONG 6 SAIYAN SADE NAAL/BALLE O CHALAAK SOHNEYA

Mr Rahi's Case - Defence

- It is in the Book;
- Mr Rahi wrote it in 1992;
- The song was released by TMC Cassettes as part of Mr Rahi's Vol 31, the cassette sleeve for that album identifies Mr Rahi as the author;
- C1 relies on the sound track to the film Dam Mast Qalander released in 1996. The version included in the sound track has the same title as the song Mr Rahi wrote but the first part of that song was not written by Mr Rahi , the second part includes as the first 5 lines, words that Mr Rahi wrote;
- The sleeve to the sound track of the film falsely attributes authorship of the song to Mr Sadiq, Mr Sadiq may have written the rest of the song but 5 lines were written by Mr Rahi; and
- C1 wrongly refers on an undated statement purportedly from Mr Sadiq saying that he wrote the lyrics for various songs including Song 6, Mr Rahi refers to his telephone call with Mr Sadiq.

C1's Case – Particulars of Claim/Reply

- Song 6 was written by Mr Sadiq;
- It is not accepted that the cassette sleeve produced by Mr Rahi is authentic;
- C1 produces: (a) Mr Rahi's Album Vol 31 released by C2 in 1994 the sleeve attributes authorship of Song 6 to Mr Sadiq; and (b) a Heera Stereo Cassette released in 1998 for the sound track to the film Dam Mast Qalander which credits Mr Sadiq as author of Song 6.

Mr Rahi – additional points in witness statement

- The album covers produced by C1 for releases of his album by Heera and C2 are pirate copies; and
- C1 has not produced an agreement with Mr Rahi for the assignment of the rights in Song 6

C1 – additional points in witness statement of Mr Ahmed

- In an audio file Mr Rahi introduces Song 6 and confirms that Mr Sadiq is the author of it;
- Abdul Wali Khan assigned to C1 the rights in the film Dam Mast Qalandar after taking a permission from Mr Sadiq to use Song 6 in the film (copy assignment produced);
- In an audio file Naseebo Lal sings “Sadiq” at the end of Song 6;
- On 17 April 2001 Mr Sadiq assigned to Silver Streak Records Ltd the rights in Song 6 (copy assignment produced);
- The cassette cover for Naseebo Lal’s album Aa Sajna which includes Song 6 shows it was released by Silver Streak Records Ltd;
- A letter dated 20 July 1994, appearing on Mr Sadiq’s headed paper, sending the master for Mr Rahi’s Vol 31 records Mr Sadiq as the poet of the songs on the album (including Song 6);
- An entry in the PRS register wrongly credits the singer, Naseebo Lal as the author of Song 6.

SONG 7 – CHOTI UMREIN PYAR KARIN NA

Mr Rahi’s Case

- It is in the Book;
- Mr Rahi started writing the song when he was still at school but did not complete the song until 1989
- The song is included in Mr Rahi’s album Vol 49 released by TMC Cassettes in 2000, the cassette sleeve identifies Mr Rahi as the author;
- C1 says Shaukat Ali is the author and it produces i-Tunes information which purports to show Shaukat Ali releasing Song 7 in 1981 but that information is unreliable because i-Tunes has only been around since 2000;
- The track by Shaukat Ali is a medley of songs including part of Mr Rahi’s lyrics to song 7; and
- The Shaukat Ali track sounds more recent than 1981.

C1’s Case – Particulars of Claim/Reply

- Shaukat Ali performed the song in the 1980’s before Mr Rahi claims to have written it;
- It is not accepted that the cassette sleeve produced by Mr Rahi is authentic;
- C1 produces a cassette sleeve from Mr Rahi’s Vol 49 released by Heera in 2000, which does not attribute authorship of song 7 to Mr Rahi, it appears that Mr Rahi has doctored the Heera cassette sleeve in order to produce the cassette sleeve on which he relies;

- Shaukat Ali recorded Song 7 in 1981 which Mr Rahi claims to have written in 1989.
- C1 has published the Shaukat Ali's version on YouTube and Mr Rahi's complaints about it doing so are groundless;
- The I Tunes details of Shaukat Ali's album correctly show it as released on 1 January 1981; and
- C1 produces a cassette sleeve from Shaukat Ali's album released by EMI in 1985 containing Song 7 attributing the lyrics to Shaukat Ali.

Mr Rahi – additional points in witness statement

- Hi Tech have correctly recorded at the PRS that Mr Rahi is the author of Song 7

C1 – additional points in witness statement of Mr Ahmed

- Highlights the parts of Song 7 in the Book which are the same as Shaukat Ali's 1985 version;
- On 10 June 2002 Shaukat Ali assigned to C2 the rights in songs, including Song 7 and the assignment confirms that Shaukat Ali is the author of Song 7; and
- An entry in the PRS register in 1993 credits Shaukht Ali as the author of Song 7.

SONG 8 TERE KANNAN WICH WALIYAN/TERAY SADQAY

Mr Rahi's Case

- It is in the Book;
- Mr Rahi wrote it in 1998
- The song was released by Times Stereo as part of Mr Rahi's album Vol 75 which attributes the lyrics to Mr Rahi, Mr Rahi produces the cassette sleeve;
- C1 relies on a CD sleeve released by Kamlee Records Ltd crediting Akhtar Hussain Akhtar as the author, shown as released in 2004, some 6 years after Mr Rahi released the song. The version sung by Tariq Khan on the 2004 release by Kamlee Records copies his lyrics and his music;

C1's Case – Particulars of Claim/Reply

- The writer is Akhtar Hussain Akhtar;
- It is not accepted that the cassette sleeve produced by Mr Rahi is authentic;
- A screen shot of Mr Rahi's own You Tube channel attributes the lyrics to song 8 to Akhtar Hussain Akhtar, song 8 was uploaded to Mr Rahi's You Tube Channel on 1/1/18. The attribution page was subsequently amended;
- C1 produces an assignment from Akhtar Hussain Akhtar to C3 of the copyright in songs including Song 8;
- C1 produces a compact disk sleeve released by Kamlee Records attributing the lyrics to Song 8 to Akhtar Hussain Akhtar; and
- C1 produces a cassette sleeve for D1's album Vol 75 released by DJ Cassettes which makes no attribution for the lyrics of Song 8 which C1 suggests has been doctored by Mr Rahi to produce the cassette cover that he relies on.

Mr Rahi – Additional points in witness statement

- He has produced a Studio Letter confirming that Song 7 was recorded by him at that studio;
- Hi - Tech has confirmed to the PRS that Mr Rahi is the author of Song 8

C1 – additional points in witness statement of Mr Ahmed

- On 1 June 2006 Akhtar Hussain Akhtar assigned to C3 the rights in Song 8 (copy assignment produced);
- In the Book Mr Rahi adds his name to Song 8, there is no pen name of the author in the versions released; and
- An entry in the PRS register for 2003 wrongly credits Sukshinder Shinda as the author of Song 8.

SONG 9 BOOHE DIYAN KUNDIYAN

Mr Rahi's Case - Defence

- It is in the Book;
- Mr Rahi wrote it in 2000
- The song was released by Super Music in 2002 as part of Mr Rahi's album Vol 97 the sleeve of which attributes the lyrics to Mr Rahi;
- C1 relies on a CD cover for the album "Breathless" by Miss Pooja which attributes the lyrics to Akhtar Hussain Akhtar but that album was only released in 2011.;
- Miss Pooja's version is a clear copy of Mr Rahi's song.

C1's Case – Particulars of Claim/Reply

- The writer is Akhtar Hussain Akhtar;
- C1 produces: (a) what it says is its master CD for the recording of Song 9 by Saira Naseem; and (b) a CD sleeve for the album "Breathless", by Miss Pooja which attributes the lyrics to Akhtar Hussain Akhtar;
- C1 produces an assignment dated 27 August 2000 by Akhtar Hussain Akhtar assigning the rights in 14 songs, including Song 9, to Shabir Ahmed (Mr Ahmed's father) there are two assignments, one in Urdu and one in English both signed by Akhtar Hussain Akhtar.

Mr Rahi – Additional points in witness statement

- Hi Tech has confirmed to the PRS that Mr Rahi is the author of Song 9

C1 – additional points in witness statement of Mr Ahmed

- The CD sleeve for an album by Saira Naseem released in 2000 credits Akhtar Hussain Akhtar as the author of Song 9;
- Mr Ahmed recalls going to Pakistan with his father, Shabbir Ahmed in 2000 and meeting Akhtar Hussain Akhtar in a hotel, thereafter his father and Akhtar Hussain Akhtar had a close relationship and Akhtar Hussain Akhtar executed the assignment to his father on 27 August 2000;
- On 1 June 2006 Akhtar Hussain Akhtar also executed an assignment to C3 of the rights in various songs, including Song 9 (copy produced);

- No pen name is included in the recorded versions of Song 9, Mr Rahi has added his name to the version of Song 9 that appears in the Book; and
- Entries in the PRS register for 2008 credits Akhtar Hussain Akhtar and Miss Pooja as the author of Song 9.

SONG 10 MAA MARI TE RISHTEY/PEKEY HUNDEY MAAWAN NAAL

Mr Rahi's Case - Defence

- It is in the Book;
- Mr Rahi wrote it in 2000;
- The song was released by AR Music in 2002 as part of Mr Rahi's Album 1 the sleeve of which attributes the lyrics to Mr Rahi;
- Mr Rahi does not name anyone else as the author when singing Song 10;
- C1 relies on a cassette cover that refers to a song Pekey Hundey Maawan Naal which is a song in Indian Punjabi, Mr Rahi's song is in Pakistani Punjabi and the two songs have nothing in common other than the word Maa or Maawan, but those are words mean "mother" and are used commonly in Punjabi songs in the Indian Sub-continent.

C1's Case - Particulars of Claim/Reply

- The author is Shamsheer Sandhu and Song 10 was released under the title Pekey Hundey Maawan Naal in India;
- The version Maa Mari Te Rishtey was released by Silver Streak Records Ltd in 2002 as part of the album "Maa Mother" by Mr Rahi, the sleeve to the album does not attribute authorship of Song 10;
- It is denied that Mr Rahi was the author of the original Indian version Pekey Hundey Maawan Naa or the Pakistani version Maa Mari Te Rishtey;
- It is not accepted that the cassette sleeve produced by Mr Rahi is authentic; and
- C1 produces a cassette cover for Mr Rahi's Album 1 released by TP Gold which has the same artwork as the cassette sleeve produced by Mr Rahi, but the TP Gold cassette sleeve does not attribute authorship of Song 10. C1 says that Mr Rahi has doctored the genuine TP Gold album sleeve to produce the fake AR Music album sleeve.

Mr Rahi - additional points in witness statement

- He has provided a confirmation of the recording of Song 10 from the studio at which it was recorded; and
- Silver Streak Records (a company associated with the Claimants) has confirmed to the PRS that Mr Rahi is the author of Song 10

C1 - additional points in witness statement of Mr Ahmed

- A cassette cover from an album released by T-Series in India in 2000 shows Shamsheer Sandhu as the author (cover produced);
- An audio file records Mr Rahi saying that TP Gold is releasing his "Maa album" but Mr Rahi produces artwork for the album from another publisher, AR Music;

- Mr Ahmed produces a media article about Mr Rahi wrongly claiming authorship of Song 10 when Surjit Bindrakhia was the original singer of song 10 and Shamsheer Sandhu the writer of the song released the year before Mr Rahi released his cover version;
- The chorus line of the song sung by Mr Bindrakhia (written by Shamsheer Sandhu) has simply been adapted from Indian to Pakistani Punjabi to create the version in the Book;
- Mr Akhtar and the owner of AF Studios, Farooq Roa told him that, in 2002, Mr Akhtar adapted Pekey Hundey into Pakistani Punjabi, because it was such a big hit in India and the adapted song was then recorded by Mr Rahi in 2002 at AF Studios;
- he produces, highlighted in yellow the parts of song 10 in the Book which are the same as Mr Sandhu's version and highlights in red the parts that have the same lyrics as Mr Sandhu's version with slightly different pronunciations in Pakistani Punjabi and highlighting in blue those parts that have been adapted. Mr Rahi's version, says Mr Ahmed plagiarises Mr Sandhu's version; and
- an entry in the PRS register in 2006 credits Mr Sandhu as the author of Song 10.

SONG 11 MARO JANDRY

Mr Rahi's Case - Defence

- It is in the Book;
- Mr Rahi wrote Song 11 in 2005
- The song was released by AR Music in 2012 as part of Mr Rahi's Album 17 which attributes the lyrics to Mr Rahi;
- C1 relies on recordings of the song but the recording C1 refers to has nothing to do with Mr Rahi's song; and
- Mr Rahi's song has however been slavishly copied by a UK artist who repeats the chorus written by Mr Rahi repeatedly.

C1's Case - Particulars of Claim/Reply

- Song 11 is a traditional song which has been widely performed;
- It is not accepted that the cassette sleeve produced by Mr Rahi is authentic;
- C1 produces recordings of Song 11 being performed which it says took place before Mr Rahi claims to have authored the song;
- C1 produces a screen shot of what it says is Mr Rahi's You Tube Channel which does not attribute authorship of Song 11

Mr Rahi - Additional points in witness statement

- He has produced a confirmation of the recording of Song 11 from the studio at which it was recorded;

C1 - additional points in witness statement of Mr Ahmed

- Mr Rahi's You Tube Channel did credit authorship of Song 11 to Naeem Gujrati, that credit was later obscured after this was disclosed to Mr Rahi, by the Claimant's solicitors;

- Mr Ahmed produces two recordings of Song 11 being performed at private events many years before Mr Rahi recorded and released his version. Translations of the videos show the lyrics are the same as those Mr Rahi claims to have authored;
- Mr Rahi's Album 17 released by TP Gold (cassette sleeve produced) shows Naeem Gujrati credited as the author of Song 11; and
- An entry in the PRS register in 2012 credits Asif Khan as the author of Song 11.

ANNEXE 2 – CHRONOLOGY OF EVENTS RELEVANT TO CLAIM 115

2015 onwards audio cassettes and CDs are starting to become a thing of the past, listeners are going online to listen to music, resulting in a loss of revenue for singers and the owners of copyright in songs;

16/2/17 - Mr Rahi sends an email to Mr Ahmed threatening proceedings if he does not remove all Mr Rahi's albums from the First Claimant's iTunes account;

17/2/17 - Mr Rahi asks Mr Ahmed to remove Mr Rahi's albums from its iTunes account and its YouTube channel. Mr Ahmed refuses and their correspondence continues;

9/3/17 Mr Rahi sets up his own YouTube channel;

11/4/17 Mr Rahi's files copyright infringement claims with iTunes for 4 of his solo albums published on iTunes by the First Claimant and 6 published on iTunes by the Second Claimant. The claims are rejected;

May 2017 - the First Claimant sends content ID claims to YouTube regarding 4 of Mr Rahi's solo albums on his YouTube channel. In accordance with YouTube's copyright policy YouTube pays the revenue earned from those 4 albums to the First Claimant as a result of that challenge;

17/10/19 - Mr Rahi submits an application and affidavit in support to the IPO seeking to obtain a certificate of copyright in the Book;

20/11/19 Mr Rahi submits an application and affidavit to the IPO seeking to obtain a certificate of copyright in 4 songs (including Song 2 and Song 10);

31/1/20 the IPO issue a certificate of copyright for the 4 songs (including Song 2 and Song 10);

19/2/20 the IPO issue a certificate of copyright for the Book;

February 2020 - the Second Claimant uploads 41 of Mr Rahi's solo albums to iTunes. Mr Rahi's complaints to iTunes are rejected;

April 2020- Mr Rahi objects to YouTube continuing to pay revenue from 4 albums on Mr Rahi's YouTube channel to the First Claimant and the First Claimant issue strikes against Mr Rahi's YouTube channel in relation to those albums;

May 2020 - Mr Rahi sends counter notices to YouTube in relation to the strikes issued by the First Claimant;

5/5/20 - Ms Manzoor purports to assign to Mr Qureshi her rights as singer in 400 songs. The assignment is witnessed by Rana and Mr Jutt;

17/5/20 and 28/7/20 the First Claimant issues proceedings in the IPEC against Mr Rahi which are not pursued and are subsequently struck out;

June - July 2020 - Mr Rahi issues 3 strikes against the First Claimant's YouTube channel;

9/7/20 - 23/7/20 - Mr Rahi issues 3 strikes against the Second Claimant's YouTube channel;

20/7/20 - Mr Rahi starts proceedings in the IPT against the First Claimant, Hi-Tech and the Second Claimant for infringement of his copyright in songs contained in the Book, relying on the Certificate issued by the IPO;

9/9/20 - the First Claimant's main YouTube channel is disabled;

10/9/20 there is posted on Mr Rahi's Facebook page a message: "Akram Rahi and his lawyer Zaheer Ul Hassan Zahoor's efforts have brought colours. The main channel of the movie box has been closed by YouTube!" and a video is posted in which Mr Rahi says "For how long cassettes, CDs were there and the companies used to pay us and record. Now that period has come to an end. Now we spend money from our own pocket, do recording, we spend money from our own pocket and then upload on the YouTube. And the Orchard, Moviebox, Oriental Star, Hi-Tech and Silver Streak continue taking money, How can this happen?";

19/9/20 - in a video posted on Mr Rahi's Facebook channel in which he, and his lawyer, Mr Zahoor appear Mr Rahi says "...and those companies and that Mafia should keep this matter in their mind, who I have confronted, I am giving this message to them that you have established your companies to make money..... I talked to Sister Shazia Manzoor and she also told me that brother these people have done injustice to me....";

17/9/20 the First Claimant issues a claim against Mr Rahi, Claim 72 and obtains a without notice injunction requiring Mr Rahi to retract his strikes issued to YouTube;

24 /9/20 Ms Manzoor makes a witness statement in support of Mr Rahi's opposition to the injunction being continued in which she says the First and Second Claimant released several of her albums on digital sites, she had not assigned the digital publishing rights in any of her works to the First or Second Claimants, nor received any royalties or benefits from them, any contracts they produced were fake, she was now considering taking legal action;

29/9/20 Mr Rahi undertakes to retract the strikes he has issued against the First Claimant's YouTube channel;

21/10/20 - 23/10/20 - Mr Qureshi issues strikes against the First Claimant's YouTube channel relying upon a purported assignment purportedly dated 5/5/20;

29/10/20 -Mr Qureshi issues proceedings drafted by Mr Zahoor, in the Intellectual Property Tribunal in Lahore ("IPT") against the First Claimant, Second Claimant and Hi-Tech claiming to own the exclusive rights in 400 songs sung by Ms Manzoor, relying on the purported Assignment, and seeking an injunction against the defendants in those proceedings to stop them infringing his rights;

6/11/20 YouTube say that they will disregard counter notices sent by the First Claimant because Mr Qureshi has issued proceedings before the IPT for an injunction restraining the First Claimant from infringing his rights;

19/11/20 - the Second Claimant issues a claim against Mr Rahi, Claim 92 and obtains an injunction against Mr Rahi requiring him to retract the YouTube strikes which he has issued against its YouTube channel, YouTube having threatened to disable its YouTube channel;

29/12/20 - the First and Third Claimants issue proceedings against Mr Rahi, Ms Manzoor and Mr Qureshi, Claim 115;

5/1/21 an interim injunction is granted against Ms Manzoor and Mr Qureshi

14/4/21 - judgment is entered against Ms Manzoor and Mr Qureshi for damages to be assessed;

8/4/22 - Ms Manzoor and Mr Qureshi agreed to cancel the assignment of 5/5/20 so that the rights as singer in the 400 songs which were the subject matter of that transfer reverted to Ms Manzoor, Rana and Mr Jutt again witnessed the signatures of Ms Manzoor and Mr Qureshi.