IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2018] SGHC 99

Originating Summons No 537 of 2017 &
Summons No 3534 of 2017

In the matter of Section 193DDA of Copyright Act (Cap 63)

Between

PCCW Media Limited

… *Plaintiff*

And

(1) M1 Limited
(2) My Republic Limited
(3) Singapore Telecommunications Limited
(4) Starhub Ltd
(5) ViewQwest Private Limited
(6) M1 Net Ltd
(7) Singnet Pte Ltd
(8) Singtel Mobile Singapore Pte Ltd
(9) Starhub Internet Pte Ltd
(10) Starhub Mobile Pte Ltd
(11) Starhub Online Pte Ltd

… *Defendants*

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GROUNDS OF DECISION

[Copyright] — [Remedies]

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PCCW Media Ltd
v
M1 Ltd and others

[2018] SGHC 99

High Court — Originating Summons No 537 of 2017 &
Summons No 3534 of 2017
Lee Seiu Kin J
3 August 2017

24 April 2018

Lee Seiu Kin J:

Introduction

1 Section 193DDA of the Copyright Act (Cap 63, 2006 Rev Ed) ("the Act") empowers the High Court to order a network service provider to take reasonable steps to disable access to a flagrantly infringing online location. However, under s 193DDA(1) of the Act, such an order may only be made "on an application made by *the owner or exclusive licensee* of copyright in a material" [emphasis added]. The plaintiff was a non-exclusive licensee of copyrights in various drama and variety shows. The sole question before me was whether it had *locus standi* (*ie*, was entitled) to apply for an order under s 193DDA of the Act. After hearing submissions from the parties, I held that the plaintiff had no *locus standi* to seek the remedy in s 193DDA of the Act. These are the grounds of my decision.

Facts

The parties

2 The plaintiff, PCCW Media Limited, ("the plaintiff") is a company headquartered in Hong Kong. It operates a content service known as VIU in various countries, including Singapore. VIU allows users to stream episodes of drama and variety shows on demand. The plaintiff is the licensee of copyrights in certain drama and variety shows produced by four Korean broadcasters: Seoul Broadcasting System, CJ E&M Corporation, Munhwa Broadcasting Corporation, and Korean Broadcasting System (collectively, "the Korean Broadcasters").[1] These shows are made available to the plaintiff's customers on VIU.

3 It was not in dispute that the first to tenth defendants are network service providers for the purposes of s 193DDA of the Act, as they come within the following definition in s 193A(1) of the Act:

> "network service provider" —
>
> (*a*) for the purposes of sections 193B, 193DDA and 193DDB, means a person who provides services relating to, or provides connections for, the transmission or routing of data; …

4 These proceedings were initially commenced against only the first to fifth defendants ("the original defendants") who are, respectively, M1 Limited, My Republic Limited, Singapore Telecommunications Limited, Starhub Ltd and ViewQwest Private Limited. The plaintiff explained that since the first, third and fourth defendants each have numerous subsidiaries, it initially could not determine which of these subsidiaries fell within the definition of a network service provider. However, on 31 July 2017, the plaintiff filed summons

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[1] Plaintiff's Skeletal Submissions, paras 7–8.

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no 3534 of 2017 ("Summons 3534") seeking to add the sixth to eleventh defendants ("the new defendants") to the present originating summons. This was on the basis that they appear to be the subsidiaries of the first, third and fourth defendants which deal with consumers in providing either mobile or terrestrial internet services.[2] The table below sets out the names of the new defendants and their respective relationships with the original defendants.

New defendant	Name	Relationship to original defendants
Sixth defendant	M1 Net Ltd	Subsidiary of first defendant
Seventh defendant	Singnet Pte Ltd	Subsidiary of third defendant
Eighth defendant	Singtel Mobile Singapore Pte Ltd	Subsidiary of third defendant
Ninth defendant	Starhub Internet Pte Ltd	Subsidiary of fourth defendant
Tenth Defendant	Starhub Online Pte Ltd	Subsidiary of fourth defendant

5 The plaintiff obtained confirmation from the new defendants that they had no objections to being added to the present proceedings.[3] At the hearing on 3 August 2017, I granted the plaintiff leave to add the sixth to tenth defendants as parties. Counsel for the first, third and fourth defendants confirmed that they also represented the subsidiaries of their respective clients. For convenience, references to the submissions of the first, third and fourth defendants in these grounds of decision should be taken as representing the positions of their respective subsidiaries which are party to these proceedings as well.

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2 Plaintiff's Skeletal Submissions, para 20.

3 Second Affidavit of Soo Ye Huei, paras 23 and 29–30; Plaintiff's Skeletal Submissions, para 19.

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The alleged flagrantly infringing online locations

6 The plaintiff alleged that there were five "flagrantly infringing online locations" which had been using various fully qualified domain names to enable users to stream unauthorised copies of episodes of drama or variety shows. These included drama or variety shows in respect of which the plaintiff held copyright licences from the Korean Broadcasters, and which it made available to its users for streaming on VIU. The five alleged flagrantly infringing online locations were DramaNice, DramaCool, MyAsianTV, KShowOnline and KissAsian ("the alleged FIOLs"). The plaintiff also obtained confirmation from the Korean Broadcasters that they had never issued copyright licences for any of these drama or variety shows to any of the owners or operators of the alleged FIOLs.

7 There was evidence suggesting that the volume of traffic to each of the alleged FIOLs was high. In May 2016 alone it appears that each of the alleged FIOLs had received between hundreds of thousands to millions of visits from users in Singapore.[4]

8 From 17 April 2017 to 19 April 2017, the plaintiff issued take-down notices to the owners and/or operators of each of the alleged FIOLs.[5] It did not receive any responses to the take-down notices. It subsequently notified the owners and/or operators of each of the alleged FIOLs that it intended to apply for an order under s 193DDA of the Act requiring the network service providers to take reasonable steps to disable access to the alleged FIOLs.[6] The plaintiff then commenced these proceedings on 17 May 2017 via originating summons

4 First Affidavit of Soo Ye Huei, para 34.

5 First Affidavit of Soo Ye Huei, paras 8–11.

6 First Affidavit of Soo Ye Huei, para 12.

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no 537 of 2017.

The assignment agreements

9 Between 19 August 2016 and 29 September 2016, the plaintiff entered into four separate assignment agreements with each of the Korean Broadcasters ("the assignment agreements"). Under the assignment agreements, the Korean Broadcasters purported to assign to the plaintiff the right to sue for copyright infringement in Singapore, with this right being limited to suing *for the purpose of obtaining the relief in s 193DDA* of the Act. For example, the plaintiff's assignment agreement with CJ E&M Corporation provided as follows:[7]

> **WHEREAS**
>
> (A) CJ E&M owns the copyright in various television drama and variety series listed in Schedule 1 (hereinafter the "**Copyrights**"), and PCCW is CJ E&M's licensee of the Copyrights in Singapore.
>
> (B) PCCW intends to make applications in the Singapore Courts against various websites that have infringed the Copyrights with a view to obtaining judicial site blocking orders (the "**Orders**") against the said websites.
>
> (C) To enable the effective enforcement of the Copyrights, CJ E&M wishes to assign to PCCW its right to sue for infringement of the Copyrights in Singapore as further set forth below in Clause 1 of the Agreement.
>
> **NOW IT IS AGREED** as follows:
>
> **1. ASSIGNMENT**
>
> In consideration of PCCW paying the sum of One US Dollar (US$1) to CJ E&M (the receipt and sufficiency of which is acknowledged and accepted by CJ E&M), CJ E&M hereby assigns to PCCW the right to sue in Singapore, for any and all past and/or ongoing infringements of its Copyrights in Singapore as of the date of signature of this Agreement *only for the purposes of obtaining the Orders in relation to the websites listed in Schedule 2*.

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7 First Affidavit of Soo Ye Huei, pp 65–68.

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…

[emphasis added]

10 The other assignment agreements between the plaintiff and each of the remaining Korean Broadcasters were in broadly similar terms.[8] As will shortly become clear, these assignment agreements formed a central part of the plaintiff's arguments as to why it had *locus standi* to bring an action under s 193DDA of the Act.

Parties' submissions

The plaintiff's submissions

11 The plaintiff argued that since the Korean Broadcasters, who were the copyright owners, had assigned it the right to sue in respect of copyright infringement in Singapore, it had "essentially [become] the owner of the copyright for the purposes of this enforcement action".[9] In arguing that this assignment of the bare right to sue for infringement was valid, the plaintiff cited George Wei, *The Law of Copyright in Singapore* (SNP Editions, 2nd Ed, 2000) ("*The Law of Copyright in Singapore*") at para 12.5 and footnote 20, where the learned author notes that an assignment of copyright does not transfer the right to sue in respect of infringements that occurred prior to the assignment, but the right to sue in respect of such prior infringements could itself be assigned.[10]

12 The plaintiff further relied on the decision of the House of Lords in *Trendtex Trading Corporation and another v Credit Suisse* [1981] 3 WLR 766 ("*Trendtex*"). There, it was held that, notwithstanding the rule against

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8 First Affidavit of Soo Ye Huei, pp 69–81.

9 Plaintiff's Skeletal Submissions, para 57.

10 Plaintiff's Skeletal Submissions, para 49.

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maintenance and champerty, an assignment of a bare right of action is valid if the assignee has a genuine commercial interest in the success of the litigation (at 779) ("the *Trendtex* exception"). The *Trendtex* exception had been applied in *Ma v Ma* [2012] OJ No 2689, where the Ontario Court of Appeal cited assignments of the right to sue for copyright infringement to performing rights societies as an example in which the assignee has a sufficient interest in the success of the litigation to come within the *Trendtex* exception. The plaintiff also cited the decision of the Federal Court of Australia in *Microsoft Corporation and others v PC Club Australia Pty Ltd and others* (2006) 67 IPR 262, which also applied the *Trendtex* exception in finding that a right to sue in respect of undetected copyright infringements did not fall afoul of the rule against maintenance.

13 The plaintiff argued that it had a "genuine and substantial interest" in the success of the litigation as a licensee of the copyright in the drama and variety shows produced by the Korean Broadcasters. Thus, under the *Trendtex* exception, it had been validly assigned the right to sue for copyright infringement by the Korean Broadcasters. This meant the plaintiff was "effectively" the owner of the copyright for the purpose of this application.

14 At the hearing of this matter I suggested to learned counsel for the plaintiff, Mr Nicholas Lauw ("Mr Lauw"), that the validity of the assignment of the right to sue was a separate matter from whether such assignment (assuming it was valid) would make the plaintiff an *owner* of copyright for the purposes of the Act. Mr Lauw acknowledged that there is no provision within the Act which explicitly provides that an assignee of a right to sue for copyright infringement was a copyright owner. However, he pointed to ss 119(1) and 194(2)(*a*) of the Act, which provide as follows:

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> **Actions for infringement**
>
> **119.** — (1) Subject to the provisions of this Act, the owner of a copyright may bring an action for an infringement of the copyright.
>
> **Assignments and licences in respect of copyright**
>
> **194.** — (1) …
>
> (2) An assignment of copyright may be limited in any of the following ways, or in any combination of 2 or more of those ways:
>
> (a) so as to apply to one or more, but not all, of the classes of acts which by virtue of this Act the owner of the copyright has *the exclusive right* to do (including any one or more classes of acts not separately designated in this Act as being restricted by the copyright, but falling within any of the classes of acts so designated);
>
> …
>
> [emphasis added]

15 Mr Lauw submitted that s 119(1) conferred the copyright owner with an "exclusive right" within the meaning of s 194(2)(*a*) of the Act: the right to bring any infringement action, including an action for an order under s 193DDA of the Act. As I understood it, the argument was that, read with s 119, s 194(2)(*a*) meant that an assignment of copyright may be limited so as to apply only to the right to pursue an action for infringement. The Korean Broadcasters' act of assigning the right to bring an action for infringement to the plaintiff was a limited assignment *of copyright* which made the plaintiff a copyright owner.

The defendants' submissions

16 Save for the fifth defendant, who did not participate in the proceedings, the defendants were aligned in submitting that the plaintiff did not have *locus standi* to apply for the relief in s 193DDA of the Act because it was neither an exclusive licensee nor an owner. Each of the defendants advanced slightly

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differing arguments in support of this position, although there were significant overlaps between the submissions.

17 All of the defendants cited *Alliance Entertainment Singapore Pte Ltd v Sim Kay Teck and another* [2007] 2 SLR(R) 869 ("*Alliance*").[11] There, Sundaresh Menon JC held that a non-exclusive licensee had no *locus standi* to sue for copyright infringement, as only owners or exclusive licensee were entitled to bring such an action under s 123 of the Act (at [29]–[31]). The first defendant specifically highlighted the observation in *Alliance* that a license generally passes no title or proprietary interest or rights, but merely makes lawful that which would otherwise be unlawful (at [21]). Most of the defendants also referred to *Odex Pte Ltd v Pacific Internet Ltd* [2007] SGDC 248 ("*Odex DC*") and/or the High Court decision which affirmed *Odex DC* on appeal, *Odex Pte Ltd v Pacific Internet Ltd* [2008] 3 SLR(R) 18 ("*Odex*").[12] Both *Odex DC* and *Odex* had endorsed Menon JC's finding in *Alliance*. The second defendant specifically relied on *Odex DC* for the proposition that a non-exclusive licensee not only has no *locus standi* to bring an action for *infringement*, but more generally has no civil right of action under the Copyright Act (*Odex DC* at [12]–[13]).[13]

18 With regard to the assignment agreements, the first, third and fourth defendants maintained that it was impossible for the Korean Broadcasters to assign the plaintiff a bare right to sue for copyright infringement, as they had

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11 1st Defendant's Skeletal Submissions, paras 11–12; 2nd Defendant's Skeletal Submissions, para 4; 3rd Defendant's Skeletal Submissions, para 7, 4th Defendant's Skeletal Submissions, paras 8–10.

12 2nd Defendant's Skeletal Submissions, para 3; 3rd Defendant's Skeletal Submissions, para1 5, 4th Defendant's Skeletal Submissions, para 8.

13 2nd Defendant's Skeletal Submissions, paras 3 and 5.

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purported to do.[14] The first defendant argued that this was because the right to sue for infringement is "inextricably linked" to the bundle of exclusive rights which a copyright confers.[15] In support of this position, the first defendant cited the English case of *Media C.A.T. Limited v A & Ors* [2010] EWPCC 17, as well as several cases from the US: *Righthaven LLC v Wayne Hoehn and another* (716 F.3d 1166) ("*Righthaven*") and *Silvers v Sony Pictures Entertainment Inc* (402 F.3d 881) ("*Silvers*"). In oral submissions, counsel for the first defendant also maintained that the assignment agreements were of no effect because the Korean Broadcasters had purported to assign the plaintiff the right to sue for copyright infringement *only for the purposes of obtaining a site-blocking order* (see [9] above). While a chose in action was assignable, the remedy in s 193DDA of the Act was not a chose in action. Rather, it was a judicial remedy created by statute. The right to obtain an order under s 193DDA of the Act was therefore not assignable.

19 The third defendant argued that a bare right to sue for infringement could not be assigned because it was "inherent in the proprietary interest" in a copyright. Thus, an assignment of a right of action was only valid where the proprietary interest in the copyright was also assigned.[16] The decision of the Supreme Court of British Columbia in *Century 21 Canada Limited Partnership v Rogers Communications Inc* [2011] BCSC 1196 was cited in support of this point. The third defendant also highlighted the holding in *Odex* at [37]–[38] that an agent of a copyright owner could not apply in the agent's own name for pre-

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14 1st Defendant's Skeletal Submissions, para 26; 3rd Defendant's Skeletal Submissions, para 9, 4th Defendant's Skeletal Submissions, para 21.

15 1st Defendant's Skeletal Submissions, para 25.

16 3rd Defendant's Skeletal Submissions, para 9.

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action discovery, and argued that by extension, the assignee of a right of action also did not have *locus standi* to seek the relief in s 193DDA of the Act.[17]

20 The fourth defendant, too, argued that the Korean Broadcasters could not assign the plaintiff the right to sue for copyright infringement. However, its argument was based on the provisions of the Act. In direct contrast to the plaintiff (see [14]–[15] above), the fourth defendant argued that the term "exclusive right" in s 194(2)(*a*) of the Act *did not* include the right to bring an action for infringement. Rather, s 194(2)(*a*) should be read in light of ss 26 and 83 of the Act, which define the "exclusive rights" which comprise the copyright. Only one or more of these "exclusive rights" could be assigned by a copyright owner to a third party under s 194(2)(*a*) of the Act. The right to commence an action for infringement was separately created under s 119(1) of the Act, and therefore was not an "exclusive right" which comprises the copyright in a work. Thus, s 194(2) suggested that the right to sue could not be separated and assigned to a third party by the copyright owner. Rather, that right "flows simply by virtue of being the copyright holder".[18] Like the first defendant, the fourth defendant also cited the decisions of *Righthaven* and *Silvers*.[19]

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17 3rd Defendant's Skeletal Submissions, paras 15–17.

18 4th Defendant's Skeletal Submissions, paras 18–21.

19 4th Defendant's Skeletal Submissions, paras 22–25 and 30–32.

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The issues

21 Section 193DDA of the Act provides as follows:

> **Order to disable access to flagrantly infringing online location**
>
> **193DDA –** (1) Where the High Court is satisfied, on an application made by the owner or exclusive licensee of copyright in a material against a network service provider, that —
>
> (*a*) the services of the network service provider have been or are being used to access an online location, which is the subject of the application, to commit or facilitate infringement of copyright in that material; and
>
> (*b*) the online location is a flagrantly infringing online location,
>
> the High Court may, after having regard to the factors referred to in section 193DB(3), make an order requiring the network service provider to take reasonable steps to disable access to the flagrantly infringing online location.

22 Under s 193DDA(1) of the Act, it is only the owner or exclusive licensee of copyright in a material that may make the application. Thus the issue is whether the plaintiff was the "owner or exclusive licensee of copyright in a material". The plaintiff did not claim to be an exclusive licensee. The plaintiff also did not seek to challenge the holding in *Alliance* and *Odex* that ordinarily, a non-exclusive licensee has no right to bring any infringement action under the Act. Rather, the plaintiff sought to persuade the court that, by virtue of the assignment agreements, it was an "owner of copyright" in the drama or variety shows *for the purposes of s 193DDA of the Act*. Thus, the following issues arose for consideration:

(a) Whether the assignment agreements were of any effect.

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(b) Whether being assigned the right to sue for the purposes of obtaining a site-blocking order made the plaintiff an "owner of copyright" within the meaning of s 193DDA of the Act.

My decision

Whether the assignment agreements were of any effect

23 In my view, the assignment agreements were of no effect for the purposes of s 193DDA of the Act. Although both parties frequently referred to the plaintiff having been assigned "the right to sue for infringement", it should be noted that what the Korean Broadcasters had purported to assign to the plaintiff was the specific right to make an application for site-blocking orders under s 193DDA of the Act.[20] The question is whether this purported assignment has any effect in the operation of the provision.

24 A site-blocking order under s 193DDA of the Act is a statutory remedy and the right to seek such a remedy is conferred by that provision upon copyright owners and exclusive licensees. In saying that it became an owner by virtue of the assignments, the plaintiff had put the cart before the horse. The issue is whether the remedy is available to a person who is neither a copyright owner or exclusive assignee but is the assignee of the copyright owner of the "right to make an application for a site blocking order".

25 As noted by the learned authors of Meagher, Gummow and Lehane's *Equity: Doctrines and Remedies* (J D Heydon, M J Leeming and P G Turner eds) (LexisNexis Butterworths, 5th Ed, 2015) at para 6-480(g), whether a statutory cause of action is assignable depends on the terms of the statute. So in

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[20] First Affidavit of Soo Ye Huei, pp 65, 69, 73 and 77,

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Manharlal Trikamdas Mody and another v Sumikin Bussan International (HK) Ltd [2014] 3 SLR 1161 ("*Manharlal*"), the learned George Wei JC opined that the Official Assignee's right to enforce ss 76 and 105 of the Bankruptcy Act (Cap 20, 2009 Rev Ed) was personal to the Official Assignee and was incapable of assignment. Sections 76 and 105 of the Bankruptcy Act provide for a stay of proceedings against a bankrupt and/or his property upon the making of a bankruptcy order. Section 112 of the same statute sets out the Official Assignee's powers to bring, institute or defend any action or legal proceedings relating to the property of the bankrupt. Wei JC observed that there was nothing in the wording of ss 76, 105 or 112 of the Bankruptcy Act which suggested that the power to bring an action to enforce ss 76 and 105 was intended to be assignable (at [53]). Wei JC also took note of ss 98, 99 and 103 of the Bankruptcy Act which expressly state that applications to unwind certain antecedent transactions (e.g. undervalue transactions, unfair preferences and extortionate credit transactions) had to be made by the Official Assignee (at [55]).

26 By the same token, s 193DDA(1) of the Act explicitly states that a site-blocking order may only be made "upon an application by the owner or exclusive licensee". There is nothing in either s 193DDA itself or the other provisions of the Act to suggest that this right is intended to be assignable. The plaintiff in oral argument stated that there was "nothing in [the] Act that says [an owner] cannot assign the bare right to sue". However, it was not open to this court to find that the right to seek a remedy created by statute in favour of two specific parties (owners and exclusive licensees) could be assigned to a third class of persons simply because there was no explicit prohibition of such assignment. The remarks of Andrew Phang Boon Leong JC in *Neo Corp Ltd (under judicial management) v Neocorp Innovations Pte Ltd and another*

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application [2005] 4 SLR(R) 681 at [38] (affirmed by the Court of Appeal in *Neo Corp Pte Ltd (in liquidation) v Neocorp Innovations Pte Ltd* [2006] 2 SLR(R) 717), though made in relation to a rather different statutory right of action, are apposite:

> The right of action accorded to the judicial manager under s 227T (of the Companies Act) is a special statutory right. … Where ***such a right is specially conferred by statute, it must be exercised in accordance with the strict language of the provision itself***. As I have already pointed out above, the language of s 227T is clear: The right of action is vested in *the judicial manager – and no other.* ***A special (especially statutory) right is a privilege and should not be extended beyond its legitimate boundaries. And the obvious boundaries are set by the statutory language itself.***
>
> [emphasis in original in italics, emphasis added in bold italics]

27 Given the above analysis it was unnecessary for me to address the first defendant's argument that the right to seek the remedy in s 193DDA of the Act was not assignable because it was not a *chose in action*. The primary reason that this right was not assignable was because the Act clearly limited that right to owners and exclusive licensees.

28 As I have explained above, my view was that the plaintiff had put the cart before the horse. The logical approach was first to determine (a) whether the right to bring an action under s 193DDA of the Act was capable of assignment, and only if such assignment was possible, to then determine (b) whether such assignment would make the plaintiff an "owner of copyright" for the purpose of that provision. Since the first question was answered in the negative, it was unnecessary to consider the second question. That in itself was sufficient to dispose of the application. However the plaintiff submitted that this assignment made it the "effective" owner of the copyright and I turn to address this argument.

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Whether being assigned the right to sue for infringement made the plaintiff an "owner of copyright"

29 The question before me is whether an assignment of *the right to seek a remedy under s 193DDA of the Act makes the plaintiff the owner of the copyright.* Posed in this manner, the obvious answer is in the negative. Copyright comprises "a bundle of legally enforceable exclusive rights in respect of certain types of products of 'intellectual' activity" (see *The Law of Copyright in Singapore* at 1.1). The question was whether the right to bring an action under s 193DDA of the Act is *part of* the bundle of rights which constitutes a copyright, such that owning that right would make a party a "copyright owner".

30 As I have mentioned, the plaintiff relied on s 119 read with s 194(2)(*a*) of the Act, and contended that an assignment of copyright may be limited so as to apply only to the right to pursue an action for infringement. The plaintiff seemed to suggest that s 194(2)(*a*) implicitly equates the term "copyright" with "the classes of acts which by virtue of [the Act] the owner of the copyright has the exclusive right to do". A copyright owner in the shoes of the Korean Broadcasters has an "exclusive right" to bring actions for infringement, thus, being assigned that right is a partial assignment of copyright which makes the plaintiff an "owner of the copyright".

31 However, in my view, s 194(2)(*a*) of the Act was of limited assistance to the plaintiff. That provision defines how an assignment of copyright may be limited, but it does not define what exactly a copyright *is,* or what bundle of rights it comprises. At first blush, s 194(2)(*a*) may *implicitly* suggest that a copyright includes any act which the owner is exclusively entitled to do under the Act. Yet the term "copyright" should not be understood in light of what s 194(2)(*a*) implicitly suggests. Rather, I agreed with the fourth defendant that what a copyright comprises is explicitly defined in provisions such as ss 26 and

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82–86 of the Act, which describe the *nature* of copyright. In the case of drama or variety shows such as those in respect of which the plaintiff is licensee, as these are cinematograph films, the nature of copyright is defined by s 83 of the Act as follows:

> **Nature of copyright in cinematograph films**
>
> **83.** For the purposes of this Act, unless the contrary intention appears, copyright, in relation to a cinematograph film, is the exclusive right to do all or any of the following acts:
>
> (*a*) to make a copy of the film;
>
> (*b*) to cause the film, insofar as it consists of visual images, to be seen in public;
>
> (*c*) to communicate the film to the public.

32 It follows that only an owner of *one of these rights* is an "owner of the copyright" in the drama or variety shows. The right to sue in respect of infringement, or the right to apply for a site-blocking order under s 193DDA of the Act, is not a copyright, but a remedy available to the owner of a copyright. Thus, even if I had taken the view that the right to seek the remedy in s 193DDA *could* be assigned by the Korean Broadcasters to the plaintiff via the assignment agreements, such assignment would not make the plaintiff a "copyright owner". It follows that the plaintiff, being neither an owner nor exclusive licensee of copyright in the drama or variety shows, had no *locus standi* to bring the present application.

Lee Seiu Kin
Judge

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Lauw Yu An, Nicholas Lynwood and Leow Jiamin (Rajah & Tann Singapore LLP) for the plaintiff;
Chan Kwok Chuan Jason and Ong Eu-Jin (Amica Law LLC) for the first and sixth defendants;
Chua Yeow Hooi and Mervyn Lau (Robinson LLC) for the second defendant;
Koh Chia Ling and Kevin Elbert (OC Queen Street LLC) for the third, seventh and eighth defendants;
Lim Yee Ming and Kok Zihao (Kelvin Chia Partnership) for the fourth, ninth and tenth defendants;
fifth defendant not represented.

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