



Understanding copyright ownership in Short-Form Videos

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For decades, businesses measured the success of their advertising campaigns through television commercials, newspaper advertisements and professionally produced promotional films. Today, a thirty-second short-form video published on social media can generate greater consumer engagement than a high-budget television campaign. Whether it is a luxury fashion brand launching a new collection, an automobile manufacturer unveiling its latest model or a restaurant promoting a seasonal menu, short-form videos including Instagram Reels, YouTube Shorts and similar platform-specific formats have become one of the preferred mediums for connecting with consumers. For influencers and digital creators, these videos are not merely creative expressions but valuable commercial assets capable of generating revenue through sponsorships, advertising, affiliate marketing and licensing.

The increasing commercial value of short-form videos has also given rise to a new generation of intellectual property disputes. Consider a company that appoints an advertising agency to conceptualise a digital campaign. The agency engages a videographer, a freelance editor, a music composer and an influencer to create and publish the final video. Months later, the influencer republishes the same content while promoting a competing brand, the videographer claims ownership of the footage, the composer objects to the continued use of the background score and the company asserts that having paid for the production, it owns the entire video. The obvious question then arises: who owns the intellectual property?



A short-form video is not a single work protected by a single intellectual property right. Instead, it is a composite work comprising multiple creative elements, each of which is capable of attracting independent legal protection. The video itself may qualify as a cinematograph film; the background score may simultaneously constitute a musical work and a sound recording; the script, narration or dialogue may amount to literary works; graphics, animations and illustrations may qualify as artistic works; while the appearance of actors, influencers or performers may attract performers' rights and personality rights. In addition, the video may display trademarks, logos, product packaging, trade dress or other proprietary brand identifiers belonging to one or more entities. These rights may vest in different persons, making ownership considerably more complex than merely identifying the account from which the content was uploaded.

Although the Copyright Act, 1957 does not specifically refer to short-form videos, the existing statutory framework readily accommodates this modern form of digital content. Depending upon its nature and the manner in which it is created, a short-form video would ordinarily qualify as a cinematograph film under the Act. At the same time, the various literary, musical, artistic and other copyright works embodied within the film continue to enjoy independent protection. Ownership of the copyright in the cinematograph film does not, by itself, result in ownership of every underlying copyright incorporated into that film.

The Supreme Court recognised this principle long before the emergence of social media platforms. In *Indian Performing Right Society Ltd. v. Eastern Indian Motion Pictures Association*, the Court



observed that a cinematograph film is often the culmination of contributions made by multiple authors, composers, lyricists and performers. The decision highlights that different copyrights may coexist within the same audiovisual work and each retaining its own independent legal identity. Although the dispute arose in the context of the film industry, the underlying principle applies with equal force to modern digital content where short-form videos are frequently the product of collaborative creativity rather than the work of a single individual.

The starting point for determining ownership lies in Section 17 of the Copyright Act which provides that, subject to specified statutory exceptions, the author of a work is ordinarily its first owner. However, identifying the "author" depends upon the nature of the work. In the case of a cinematograph film, the producer is recognised as the author of the film itself while the authors of the underlying literary, musical, artistic or other copyright works continue to enjoy copyright in their respective contributions unless those rights have been validly assigned or otherwise transferred. Consequently, ownership of a short-form video often requires analysing each constituent work separately rather than treating the final audiovisual output as a single copyright.

The importance of originality in claiming copyright protection should also not be overlooked. In *Eastern Book Company v. D.B. Modak*, the Supreme Court clarified that copyright does not protect mere labour or investment; rather it protects works that reflect the exercise of skill, judgment and a minimum degree of creativity. This principle assumes particular significance in the digital era. Merely stitching together stock footage, applying standard platform filters or reproducing another creator's format without any meaningful creative contribution may not necessarily result in a copyrightable work. Conversely, where a creator exercises independent judgment in scripting, filming, editing, sequencing and presenting the content, the resulting work is likely to satisfy the threshold of originality.

Businesses often assume that paying for the production of a short-form video automatically makes them the owner of the copyright. However, commissioning a creative work and owning the copyright in that work are two distinct legal concepts. Unless there is a written assignment complying with the Copyright Act or the circumstances fall within one of the statutory exceptions under Section 17, the creator may continue to retain copyright despite receiving payment for creating the work. This issue commonly arises in the context of advertising agencies, production houses and freelance creators where ownership is often determined more by contractual arrangements than by the client's financial investment.

Equally important is the distinction between an assignment and a licence. Many influencer, production and content creation agreements do not transfer ownership of copyright at all. Instead, they grant the brand a licence to use the content for specified purposes, platforms, territories or durations. The precise scope of these contractual rights frequently becomes the central issue in disputes involving digital marketing campaigns.



Employment relationships introduce another layer of complexity. Where members of a company's in-house marketing team create promotional short-form videos in the course of their employment, the employer may become the owner of the copyright depending upon the applicable statutory provisions and the terms of the employment contract. The position may, however, be different where external consultants, freelancers, advertising agencies or influencers are engaged. Simply because a business funds a campaign does not necessarily mean that it acquires unrestricted rights to reproduce, adapt, modify, distribute or commercially exploit the content across different platforms or future campaigns. The scope of those rights must always be determined by the applicable contractual arrangements.

Even where copyright is assigned, the inquiry may not end there. Authors continue to enjoy certain moral rights under Section 57 of the Copyright Act, including in appropriate circumstances, the right to claim authorship of the work and to object to any distortion, mutilation or other modification prejudicial to their honour or reputation. These rights may continue to subsist notwithstanding the transfer of economic rights.

Businesses and creators should also appreciate that uploading a short-form video to a social media platform does not ordinarily transfer ownership of copyright to the platform itself. Instead, the platform's terms of use generally require users to grant a broad licence enabling the platform to host, reproduce, distribute and display the content in accordance with its services while ownership of the underlying copyright ordinarily remains with the copyright owner.

The collaborative nature of digital content creation makes careful contractual drafting more important than ever. A single commercial short-form video may involve a scriptwriter, producer, videographer, editor, music composer, lyricist, voice artist, graphic designer, influencer and marketing agency, each contributing material capable of attracting independent copyright protection. Unless the relevant agreements clearly identify who owns each component whether rights are assigned or merely licensed, the scope of permitted use, the duration of exploitation and the rights of the parties following termination, disputes are almost inevitable. As businesses continue to increase their investment in digital marketing, intellectual property provisions in influencer, production and content creation agreements have become just as important as commercial terms relating to fees and deliverables.

The legal principles governing copyright ownership have remained largely unchanged for decades. What has evolved is the manner in which creative works are conceived, produced, disseminated and monetised. Short-form videos may last only a few seconds but from an intellectual property perspective they are sophisticated audiovisual works embodying multiple layers of copyright and related rights. Determining ownership therefore requires looking well beyond the upload button and carefully identifying every creative contribution, every contractual arrangement and every proprietary right embodied in the final work. In the digital economy, the value of a successful short-



form video lies not merely in its viral reach but equally in the intellectual property that supports it. Businesses, creators and influencers would therefore be well advised to address ownership, licensing and permitted uses at the contracting stage rather than after a dispute has arisen.



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