

# TRUTH ABOUT GURBANI TELECAST FROM SRI HARMANDAR SAHIB

(A report to the Sikh *sangat* about deeds and mis-deeds related to broadcast & telecast of Gurbani pravah; Role of SGPC; Sole, Absolute and Exclusive Control established by PTC Network, misconducts and *beadbiby* SGPC and PTC Network, & the way forward)

by:

**A probe committee constituted by *sangat* on 17<sup>th</sup> of January 2020**

**Released on:**

# INDEX

Page

|   |                |
|---|----------------|
| Introduction .....  | 5              |
| <b>PART 1 - Gurbani Telecast and Broadcast - Deeds &amp; Misdeeds .....</b>                                 | <b>6 to 21</b> |
| ● Brief History of Television in India .....  | 6              |
| ● Content is King .....   | 6              |
| ● Importance of Religious Content .....   | 7              |
| ○ Reasons .....   | 7              |
| ● Gurbani Broadcast from Sri Harmandar Sahib, Sri Amritsar : Brief History of Earlier Attempts .....        | 7              |
| ● Total Chaos and Mismanagement at SGPC .....   | 8              |
| ● SGPC Forms a Sub Committee .....  | 9              |
| ● ETC Networks Limited .....  | 9              |
| ● Extract From the Agreement .....  | 10             |
| ○ Consideration .....   | 10             |
| ■ Points To Be Noted .....  | 11             |
| ○ CHART 1 (Loss of revenue because of change in terms of Agreement by SGPC President Bibi Jagir Kaur) ..... | 12             |
| ● Perjury by SGPC .....   | 11             |
| ● Deprivation of Archives of Gurbani Kirtan .....   | 12             |
| ● No Telecasting Permission, Yet SGPC Signs Broadcasting Agreement .....                                    | 12             |
| ● ETC-Zee Amalgamation .....  | 13             |
| ● SGPC Constitutes A Committee To Start Own TV Channel .....  | 13             |
| ● SGPC Scraps Idea of Own Channel While Tirupati Balaji Starts Own TV Channel .....                         | 13             |
| ● Disruption in telecast through Tata Sky and DD Direct .....   | 14             |
| ● Transfer of Telecast Rights to G-NEXT Media Pvt. Ltd. (PTC Network) .....                                 | 14             |
| ● Major Flaws Incurred During Transfer of Rights to G-Next Media Pvt. Ltd. (PTC Network) .....              | 15             |
| ● SGPC's Established Practices And Procedure .....  | 15             |
| ● SGPC Violates Own Established Practices And Procedure .....   | 16             |
| ● The SAD (B) Connection .....  | 16             |
| ● Police Complaint But No Action .....  | 16             |
| ● G-NEXT Media Private Limited .....  | 16             |
| ● Chart 2 (Mystery Unfolded: Who Owns of PTC Network) .....   | 17             |

|  |    |
|--|----|
| ● Developments Prior To SGPC-PTC Second Agreement -----  | 18 |
| ○ Court Case & Directions -----  | 18 |
| ○ SGPC Ignore Court's Directions in Askance -----  | 18 |
| ● SGPC Renews Agreement with G-Next Pvt Ltd. -----   | 18 |
| ● SGPC Exceeds Its Authority -----   | 19 |
| ● Established General Business Practice Violated -----   | 20 |
| ● Huge Loss Of Revenue Due To Faulty Renewal -----   | 20 |
| ● Chart 3 (Losses Caused by Delay in Renewing Agreement & Removal of Advertisement Revenue Share Clause) ----- | 20 |
| ● 10% Increase is Actually Less Than 7% -----  | 20 |
| ● Clause Providing for Sharing of Advertisement Revenue Omitted -----  | 21 |
| ● Non-payment By PTC -----   | 21 |
| ● <b>Observations &amp; Recommendations</b> -----  | 21 |

## **PART 2: Discrepancies and Violations in Agreements Regarding Gurbani**

### **Telecast entered to by the SGPC ----- 22 to 24**

|   |    |
|---|----|
| ● Terminology Used is Not as per the Gurmat; Terms Used for Respected Sikh Personalities are Disrespectful. ----- | 22 |
| ● Maryada of Gurbani Pravah Made Part of Terms of Commercial Agreements -----                                     | 23 |
| ● Sacrilege of Imposing Temporal Legal Conditions on Gurbani Pravah -----   | 23 |
| ● <b>Conclusion &amp; Recommendations</b> -----   | 24 |

### **PART 3: Issue of P.T.C. Blocking Prachar-Prasar of Hukumnama Sahib --- 25 to 30**

|   |    |
|---|----|
| ● PTC Says that the audio of Hukumnama Sahib is 'Owned' by It -----                           | 25 |
| ● Why Only Audio? -----   | 25 |
| ● Arguments Presented By The Sikh Siyasat -----   | 25 |
| ● Points Raised By Sikh Siyasat In A Letter To The Sgpc, And In Front Of The Sikh Sangat --   | 26 |
| ● Gist of Points Raised by the Sikh Siyasat -----   | 26 |
| ● Arguments Presented by PTC for Blocking Others from Prachar-Prasar of Hukumnama Sahib ----- | 27 |
| ● Gist Of PTC's Viewpoint -----   | 27 |
| ● Points For Consideration -----  | 27 |
| ○ Importance (Greatness) Of Gurbani, Kirtan And Hukunmana Sahib -----                         | 27 |
| ○ Aims And Objectives Of The Broadcasting Gurbani -----                                       | 27 |
| ○ SGPC's Ideal Role As Regards The Gurbani Broadcast -----                                    | 28 |

|  |    |
|--|----|
| ○ Can Gurbani Broadcast Be Commercialised? -----   | 28 |
| ○ Can Anybody's Commercial Rights In Gurbani Broadcast Supersede The Aims And Objectives Of The Gurbani Broadcast? ----- | 28 |
| ● Analysis of the Facts -----  | 28 |
| ● Practical Discussion About Afore-discussed Factual Analysis -----  | 29 |
| ● Terms of Agreement is for Broadcast of Gurbani Kirtan and Not Hukumnama Sahib -----                                    | 30 |
| ● Analysis On the Basis of Principles, <b>Conclusions &amp; Recommendations</b> -----                                    | 30 |

**PART 4: On PTC Network's Owner G Next Media Pvt. Ltd.'s Claim that Gurbani is its Intellectual Property ----- **31 to 36****

|  |    |
|--|----|
| ● Details of Allegations & Evidance -----  | 31 |
| ● PTC Network's Response -----   | 31 |
| ● Gist of PTC Network's Response -----   | 32 |
| ● Points For Consideration -----   | 33 |
| ○ What is Intellectual Property? -----   | 33 |
| ○ Can Gurbani be termed as anybody's Intellectual Property? -----  | 33 |
| ○ Who can claim intellectual property rights pertaining to Gurbani? -----  | 33 |
| ○ Does Facebook on its own compare the content and removes content posted by others except the original source? -----  | 33 |
| ○ Facebook Acts On Receiving a Complaint -----   | 33 |
| ○ Does Facebook use the term intellectual property on its own as technical terminology after it removes the content posted by others than the original source? ----- | 34 |
| ○ What does Facebook's documents and the process tell in this regard? -----  | 34 |
| ● Guiding Principle if Someone Claims Gurbani as His/Her Intellectual Property -----   | 35 |
| ● Final Analysis, <b>Conclusions &amp; Recommendations</b> -----   | 35 |

**PART 5: Telecasting By Other Religious Shrines, A Comparative Study --- **37 to 38****

|                        |    |
|------------------------|----|
| ● Hindu Shrines -----  | 37 |
| ● Muslim Shrines ----- | 38 |
| ● Other Shrines -----  | 38 |

**PART 6: Way Forward ----- **39 to 40****

## INTRODUCTION

Guru Nanak Nam-leva sangat, residing across the globe, seeks to connect with divine Gurbani *pravah* which flows at Sri Harmandar Sahib, Sri Amritsar. In technology led contemporary times, people from various parts of the world connect and listen to Hukumnama Sahib and Gurbani Kirtan recited at Sri Harmandar Sahib, Sri Amritsar through various means.

In January 2020, the issue of alleged sole, absolute and exclusive control established by a private channel on aforesaid Gurbani *pravah* resurfaced and it also came into light that this channel was preventing other platforms from propagating and disseminating such Gurbani *pravah*. It was also learnt that this channel was asserting that the audio of Hukumnama Sahib was owned by it and it was getting Hukumnama Sahib removed from other platforms while maintaining that by posting Hukumnama Sahib other platforms were violating its intellectual property rights.

To discuss this issue a gathering of Sikh sangat was convened on 17 January 2020 at Kendri Sri Guru Singh Sabha, Sector 28, Chandigarh in which it was resolved (See Annexure 78) that 'During the previous years, in the transmission of Gurbani from Sri Harmandar Sahib, Sri Amritsar, there have been violation of Gurbani, law and financial dealings and commercialisation of Gurbani which will be investigated and a Fact-finding report will be presented to the Sangat'. It was also resolved that 'to evolve a framework for transmission of Gurbani based on the Gurmat ideals, opinion from Sikh organisations and Sikh personalities from Sikh Sangat across the world will be sought and presented within 6 weeks'. To implement these resolutions a 6-member Committee was constituted comprising Jagmohan Singh, Jaspal Singh Sidhu, Chanchal Manohar Singh, Ajaypal Singh, Bibi Harsharan Kaur and Parmjit Singh.

The Committee started proving the matter in depth and wrote a letter to Shiromani Gurdwara Prabhandak Committee seeking its cooperation and requisite information but regrettably this Sikh body neither responded to the letter nor provided the requisite information. This Committee received due response and cooperation from Sikh *sangat* and many concerned personalities provided copies of requisite documents, including copies of agreements entered into by the Shiromani Gurdwara Prabhandak Committee from time to time.

The Committee received verbal and documented information during the course of this probe. This information was analysed critically and information supported by documentary evidence was included in the report. Documents corresponding to information used in this report are annexed with the report and due references have been added in the report itself.

The Committee has analysed the issue in an impartial manner and conclusions have been drawn to the best of our ability in the light of *Gurmat*. Discrepancies, misdeeds and violations, including violations of grave nature, found during the probe have been duly identified and further course of action has been recommended accordingly.

A brief comparative study of systems adopted by institutions of other religions to broadcast from their respective religious places is also made part of this report and after considering all relevant aspects in the light of *Gurmat* principles the way forward for *Sangati* system of Gurbani broadcast has been identified in the later parts of this report.

So, this Committee has completed the task at hand with the blessings of Guru Sahib and this is presented before the *Sangat* for the next course of action. This report is originally in Punjabi language and this English transition is provided for the convenience of *Sangat*.

Ajaypal Singh

Chanchal Manohar Singh

Harsharan Kaur

Jagmohan Singh

Jaspal Singh Sidhu

Parmjeet Singh

Kendri Sri Guru Singh Sabha, Chandigarh has contributed towards the printing costs of this report

## **PART 1**

# **GURBANI TELECAST AND BROADCAST - DEEDS & MISDEEDS**

## **BRIEF HISTORY OF TELEVISION IN INDIA**

Indian television in its infancy was managed by All India Radio. In 1976, television was separated from radio and given a new name – Doordarshan. In 1982, India wide central broadcasting was introduced. Asian games marked the advent of colour television in India.

The central government launched a series of economic and social reforms in 1991. Under the new policies the government allowed private and foreign broadcasters to engage in limited operations in India.

In 1992, the government liberated its market, opening them up to cable television. Few new channels owned to the Hong Kong-based STAR TV gave Indian television a fresh breath of life - MTV, STAR Plus, Star Movies, Prime Sports and STAR Chinese Channel.

Zee TV was the first privately owned Indian channel to broadcast over cable.

As of today, over 500 TV Satellite television channels are broadcasting in India.

Other than English and Hindi channels there was growth in the regional media too. Sun TV (India) was launched in 1992 as the first private channel in South India. Punjab too saw a flurry of activity with numerous channels coming up in late 90s. Punjab Today, Tara, Zee Punjabi, MH1 etc to name a few.

As the cable and satellite channels spread their tentacles in hinterland, the transnational content gave way to regional and Indian content. Apart from dramas, song shows, Bollywood and regional movies etc the religious content too started gaining viewers rapidly.

## **CONTENT IS KING**

By early or mid of the first decade of the twenty-first century as the market matured, it paved the way for various niche markets. News channels, religious channels or bhakti channels, regional entertainment channels started sprouting up.

On one hand the competition increased and on the other, the cost of technology and transmission fell exponentially, both in terms of capital cost as well as operational cost. This further expanded the market as well as deepened the penetration in existing markets.

Eventually in the words of Bill Gates, content became the king. Original and exclusive content became critical to the success of the channel. Its importance in today's world can be gauged from the fact that providers like Netflix and Amazon Prime have begun producing their original content which is available through their own service only.

Exclusivity is so much sought after that the platforms like HBO Go and Disney+ have exclusive streaming licenses for previously telecasted content.

Channels were ready to bet fortune to get broadcasting rights of the tournaments or events. Entertainment channels started creating exclusive content. Same was replicated by religious

channels as well as regional channels across the country.

## IMPORTANCE OF RELIGIOUS CONTENT

Religious content has been a long time favourite in India. The popularity of the Ramayana and Mahabharata series is proof of that.

In Punjab, the land of Gurus, Gurbani has an edge over all other content and this was proven by the popularity of Sarab Sanjhi Gurbani series. “ ਕੋਈ ਬੋਲੈ ਰਾਮ ਰਾਮ ਕੋਈ ਖੁਦਾਇ॥ ”, the title track of the program still resonates in the ears of the generation of those times and made Texla TV, the sponsors, a household name across Sikh population. It exemplifies the impact that any brand can earn when it makes any effort to create Gurbani based content.

The people in Punjabi TV industry understood that due to numerous understated factors the daily Mukhwak (Hukumnama Sahib) and Gurbani Kirtan at various historical Gurudwaras was the most important content for the Punjabi TV.

And out of this too, the daily Mukhwak and Gurbani Kirtan at Sri Harmandar Sahib, Sri Amritsar stood miles ahead of all.

### Reasons being:

- 1) In the language of media, it was original and non fungible content i.e. it had no replacement at any cost.
- 2) The cost of production to the broadcaster was nil except recording the event, which as such is a low cost operation.
- 3) It had a ready audience all across the globe, as not only the practicing Sikhs but even a lot of non Sikh population that held Gurbani in respect was captive audience.
- 4) Relay of daily Mukhwak and Gurbani Kirtan from Sri Harmandar Sahib, Sri Amritsar had been a long cherished dream of the Sikhs and many lives had been sacrificed in the struggle to achieve it. It was a dream or idea they held close to their hearts.

Due to the above said factors anyone who could hold the monopoly on broadcasting rights of the Gurbani Kirtan from Sri Harmandar Sahib, Sri Amritsar could leverage it for phenomenal financial and political gains in the age of media.

Eyeing this pie many fly by night operators as well as, well meaning channels started making bee lines to secure the broadcasting rights of Gurbani Kirtan from Sri Harmandar Sahib, Sri Amritsar.

## GURBANI BROADCAST FROM SRI HARMANDAR SAHIB, SRI AMRITSAR: BRIEF HISTORY OF EARLIER ATTEMPTS

A Manimajra based company named Punjab Today made its first attempt to telecast Gurbani Kirtan from Sri Harmandar Sahib, Sri Amritsar in July 1998. Though a test signal was started in October, the actual broadcasting never took off.

On October 15, 1998 an agreement was entered upon by the SGPC with Kishore Motiani owned

Punjabi World Channel to start the telecast of Gurbani Kirtan from Sri Harmandar Sahib, Sri Amritsar and another agreement was signed on 19<sup>th</sup> November 1998 for internet streaming.

In November 1998 the company started telecast of recorded Gurbani with a lag period of one week. This too was stopped in June 1999. Finally it was found that the company did not have adequate facilities and the agreement was terminated by then SGPC president Bibi Jagir Kaur vide letter dated 18<sup>th</sup> August 1999. (See Annexure 1).

On the very same day, an agreement was entered upon by another Delhi based company, M/s North India Television Ltd. through its authorized signatory Dr. Darshan Singh Harvinder with SGPC through its president Bibi Jagir Kaur. (See Annexure 2).

The company was supposed to telecast the Gurbani under the brand name 'Channel Punjabi', but it was another abortive attempt which didn't take off due to the same reasons for which earlier two companies had failed. On 9<sup>th</sup> December 1999 the contract was cancelled by SGPC via a notice.

Meanwhile irrespective of the cancellation of agreement M/s North India Television Ltd. sold off its rights to another company ETC Networks Limited around March end. ETC Networks Limited started its operations from the premises of Sri Harmandar Sahib, Sri Amritsar around the beginning of the new financial year.

## TOTAL CHAOS AND MISMANAGEMENT AT SGPC

If you take a look at the course of events above stated right from 1998 till end of year 2000, chaos, arbitrary decision making, mismanagement on part of SGPC management stare back at you in the face. Irrespective of who was the president, lack of professional approach, and insincerity of purpose is evident from the string of failures pertaining to telecast agreements.

All the above said companies including ETC Networks Limited about which we shall talk in detail later, were new or yet to start ventures, with no track record or experience in the field.

The reason for delay or failure to start the telecast in all cases was common too, that is none of these companies had requisite permissions from the regulatory authority at the time of signing the agreement.

It is pertinent to note that subsequent to failure of Punjabi World Channel to telecast, this factor was evident to the SGPC management too. This is obvious from the termination letter issued by Bibi Jagir Kaur (Annexure 1). But irrespective of having known the crucial factor or criteria to be taken into account prior to assigning the contract, the same mistake was made time and again.

Moreover, there is no reasonable answer to questions that even after cancellation of agreement with M/s North India Television Ltd, why was its equipment not removed from premises and how could ETC Networks Limited start its operations without any agreement with SGPC and continue to do so for a period of almost six months till 15 September 2000.

**Whether it was incompetence and mismanagement on part of the people at the helm of affairs at that point of time or were any favors exchanged is best left to the readers to decide.** As this is beyond the capabilities as well as preview of this committee, it needs to be investigated by an investigating agency.

## SGPC FORMS A SUB COMMITTEE

On 3<sup>rd</sup> May 2000 SGPC formed a six member sub-committee consisting of understated members. The committee was to initiate a dialogue with various TV channels regarding telecast of Gurbani from Sri Harmandar Sahib, Sri Amritsar and prepare a comprehensive report on it. (Annexure 3)

- 1) S. Raghujit Singh Virk (Member Executive Committee, SGPC)
- 2) S. Dilbagh Singh Pathankot (Member, SGPC)
- 3) S. Jang Bahadur Singh Rai (Member, SGPC)
- 4) Prof. Harbans Singh Bolina
- 5) Prof. Bikram Singh Virk
- 6) S. Kirpal Singh Chauhan (Assistant Secretary, Sub-office of SGPC, Chandigarh)

For the next few months the committee met a number of times but what transpired in those meetings is not known and no minutes of the meetings are available. (Annexure 4)

Whom all did the committee meet? What information was collected?

None of the subject knowledge experts available within the community were sought for advice.

Finally, after putting the community's money to non-productive use the sub-committee produced no comprehensive report in next few months on basis of which subsequent decisions regarding telecast could be taken.

## ETC NETWORKS LIMITED

ETC Networks Limited was incorporated in July 1999. Just after a few months of its formation i.e. in March 2000, it entered into a contract with M/s North India Television Ltd. and the latter transferred its telecast rights to ETC Networks Limited. ETC Networks Limited, as stated above started its operations from April, though the agreement between M/s North India Television Ltd had already been cancelled by SGPC.

On 9<sup>th</sup> September 2000, another meeting of the sub-committee was called for on 12<sup>th</sup> September 2000 to take decision on the issue. (Annexure 5). However the meeting could not take place on the said date and was convened at the Chandigarh office of SGPC on 14<sup>th</sup> September 2000. (Annexure 6).

In the meeting of 14<sup>th</sup> September 2000 which was convened at the Chandigarh office of SGPC at 11 o'clock, the following minutes were recorded.

“Regarding the telecast of Gurbani from Sri Darbar Sahib, deep deliberations were held with numerous other channels. It was proposed and agreed that rights to make a contract with ETC TV channel on following terms are conferred upon the SGPC president.

- 1) They shall pay Rs. 50,00,000/- as Sewa for the telecast prior to this agreement.
- 2) Signing amount of agreement shall be 1,50,00,000/- rupees.
- 3) Every year Rs. 50,00,000/- RS + 10% of the gross advertisement business (Gurbani) will

be paid as Sewa.

- 4) Remaining terms and conditions be reduced to writing in the agreement.
- 5) Funds voluntarily given by the aforesaid company will be used for education purposes. (See Annexure 7).

This raises the following questions:

- 1) What were the criteria for selection of the telecaster?
- 2) None of the members were subject matter experts so how were they able to reach a decision in just a few hours?
- 3) Which other channels had offered their services?
- 4) Were the invitations sent to other telecasting companies or was it an open tender?
- 5) What were their offers and what negotiations were done with them?

While stating its decision the sub-committee did not bother to provide information on all these aspects. Irrespective of all these lacunas, the commercial terms were settled.

Next day on 15<sup>th</sup> September 2000, an agreement was entered between ETC Networks Limited and SGPC President Bibi Jagir Kaur. (Annexure 8).

But alas, when the final agreement was executed the terms and conditions were such that it was one sided in favor of the company.

- 1) Agreement was irrevocable for a period of 11 years.
- 2) The SGPC indemnified the company of all losses in case it failed to honor the agreement.
- 3) No counter clause was included fixing the company's liability in case it fails to deliver.
- 4) Review of performance of the company could be done only after 5 years.
- 5) The agreement was completely silent on any penalties or fines that could be imposed on the company in case there were deficiencies in service. In simple terms, no such penalties or fines were provided in the agreement.
- 6) Above all the commercial terms recommended and finalized by the sub-committee at the meeting on 14<sup>th</sup> September 2000, which formed the basis of the entire agreement were altered, both in letter and spirit, by the President of the SGPC unilaterally, which caused huge revenue loss to the SGPC and Sikh community.

### **EXTRACT FROM THE AGREEMENT: CONSIDERATION:**

a) "In consideration for the grant and assignment of the rights the company agrees to pay a sum of Rs.11,00,000/- (Eleven Lakhs) vide Cheque No.087845 dated 15.9.2000 drawn on ICICI Bank Ltd., Andheri at the time of the signing of this agreement. It is further agreed that a total amount of Rupees 2,01,00,000 lacs (two crores and one lacs), inclusive of the above mentioned payment of Rs.11,00,000/-, is committed by the company to SGPC towards a specific educational/religious project to be identified and finalized by SGPC.

This amount shall be payable in installments to the SGPC and the whole payment shall be

completed by the March 31st, 2001 subject to the requirement of the project.

**b)** Apart from this, the company also agrees to pay SGPC a total sum of Rs. 50,00,000/- (Fifty Lakhs) per annum for every financial year starting from the financial year 2001-2002 and onwards.

**c)** In addition to the above, the company will pay to SGPC, 10% of the gross revenue generated from Advertisements **immediately** before and after Gurbani.

For the purpose of payments under Clause (c) a certificate from the Chartered Accountant of the company in respect of the revenue generated from Advertisements before and after Gurbani will be accepted by SGPC as the basis for payment to it.” (Extract from agreement dated 15<sup>th</sup> September 2000). (Italics & Bold by Committee). (See Annexure 8).

### **Points To Be Noted**

(Alterations to the recommendations and terms finalized by the subcommittee):

- a) Signing amount was reduced to 11 lac rupees, that too through a cheque.
- b) Remaining amount of 139 lacs of the 150 lacs of signing amount which was to be paid upfront was broken down in installments to be paid by March 31<sup>st</sup> 2001 subject to the need of the project which was yet to be identified.
- c) The amount of Rs. 50,00,000/- to be paid for telecast prior to this agreement was waived off completely.
- d) Yearly or annual payment should have commenced from 15 September 2000 (i.e. the date of agreement) but it was put off to the next financial year.
- e) Instead of ten percent of gross revenue of advertisement a clause or word “immediately” before or after Gurbani was added. Immediate is an ambiguous word and has no specific time period.

Moreover payment under clause C was to be made only as per the certification of a Chartered Accountant of ETC Networks Limited and this was binding on SGPC.

This caused heavy loss of revenue, as no revenue from advertisement was shared by M/s ETC Networks Limited and later on by G-Next Media Private Limited (PTC). Not only this even after repeated requests the CA certificate was not provided by the company.

**CHART 1** shows revenue which SGPC would have earned if recommendations of the sub committee had been implemented ad verbatim without alterations by Bibi Jagir Kaur, the then President of SGPC, in the agreement dated 15<sup>th</sup> september 2000. **(Chart 1 See on Next page)**

### **PERJURY BY SGPC:**

What is even saddening is that SGPC, a premier Sikh organization, was giving false statements regarding the receipt of these certificates in the courts while they were themselves pursuing the ETC Networks Limited for the payments on account of 10 percent revenue sharing from the advertisement.

This is ignominious for a premier Sikh organization that is responsible for managing the historical and sacred places and is supposed to be a guardian of truth.

This is evident from reading the following documents:

Para number 7 of the written statement on behalf of the respondent no.1 (SGPC) through S. Dalmegh Singh, Secretary, SGPC in Civil Writ Petition No. 6920 of 2008. (See Annexure 9).

Letter dated 23/7/2006 to ETC Networks Limited MD S. Jagjit Singh Kohli and Sh. Rabindra Narayan, President ETC, Channel Punjab. (See Annexure 10).

Even when the state information commission sought clarification regarding this issue, the ETC Networks Limited management provided the information not from its regular Chartered Accountants MGB & Co. but from Kalpesh Patel & Co. (Annexure 11 and 12).

Document to show that MGB & Co. were appointed auditors and Chartered Accountants for ETC Networks Limited. (See Annexure 13).

### CHART 1

\* All amounts are in Rupees.

| Sr. No. | Description   | Amount Due*         | Payment Received*  |
|---------|---|---------------------|--------------------|
| 1       | Payment for period from April 2000 till 14th September 2000                         | 50,00,000           |                    |
| 2       | Upfront Signing Amount  | 1,50,00,000         |                    |
| 3       | Payment for period from 15th September 2000 till 14th September 2001                | 50,00,000           |                    |
| 4       | Payment for period from 15th September 2001 till 14th September 2002                | 50,00,000           |                    |
| 5       | Payment for period from 15th September 2002 till 14th September 2003                | 50,00,000           |                    |
| 6       | Payment for period from 15th September 2003 till 14th September 2004                | 50,00,000           |                    |
| 7       | Payment for period from 15th September 2004 till 14th September 2005                | 50,00,000           |                    |
| 8       | Payment for period from 15th September 2005 till 14th September 2006                | 50,00,000           |                    |
| 9       | Payment for period from 15th September 2006 till 14th September 2007                | 50,00,000           |                    |
| 10      | Payment for period from 15th September 2007 till 14th September 2008                | 50,00,000           |                    |
| 11      | Payment for period from 15th September 2008 till 14th September 2009                | 50,00,000           |                    |
| 12      | Payment for period from 15th September 2009 till 14th September 2010                | 50,00,000           |                    |
| 13      | Payment for period from 15th September 2010 till 14th September 2011                | 50,00,000           |                    |
|         |   | <u>7,50,00,000</u>  | <u>5,51,00,000</u> |
|         | Advertising revenue @ 100 Lacs per annum for 11 years                               | 11,00,00,000        | 1,50,00,000        |
|         |   | <u>18,50,00,000</u> | <u>7,01,00,000</u> |
|         | Notional Loss in revenue on conservative basis due to alteration in financial terms |                     | 11,49,00,000       |
|         |   |                     | (11.49 Crores)     |

Basis of Calculations: Advertising revenue of ETC Punjabi is not separately available but G-Next Media Pvt. Ltd. (PTC Network)'s Profit and Loss Statement of year ended on 31.03.2009 (See Annexure 69) is taken as benchmark.

(See Annexures 68-69)

## DEPRIVATION OF ARCHIVES OF GURBANI KIRTAN:

It is also clear from the letter dated 23<sup>rd</sup> July 2006 that VHS tapes too had not been submitted to the SGPC as required by clause 12 of the agreement thus destroying the vital historical and archival material of the community. No action seems to have been taken by the SGPC. Bound by the clause of the agreement, SGPC kept quiet about this loss for five years.

## NO TELECASTING PERMISSION, YET SGPC SIGNS BROADCASTING AGREEMENT

Here it must be noted that ETC Networks limited had applied for the permission to telecast on 23<sup>rd</sup> May 2001, but did not get the requisite permission till 05<sup>th</sup> February 2002.

Here it is worth mentioning that on the one hand SGPC repeatedly executed agreements with companies/channels which did not have requisite compulsory permissions for telecast. On the

other hand the Shri Mata Vaishno Devi Shrine Board, Katra has made it clear (See Annexure 40) that only those companies/channels can apply for seeking permissions to telecast Arti who not only have uplinking and telecast permissions from the government but also have specific permission to live telecast the Arti.

This raises question marks on professional capability, sincerity and integrity of all the members of the sub-committee that recommended the channel as well as on Bibi Jagir Kaur, the then president of the SGPC who executed the agreement irrespective of the fact that the company was not even having telecasting permission. (See Annexure 14).

### **ETC-ZEE AMALGAMATION:**

In 2007, ETC Networks limited got amalgamated with ZEE Interactive Learning Systems (ZILS), a ZEE group of companies and the Subhash Chandra family started controlling the business. Though the process seems to have started in 2005 itself. (See Amalgamation scheme - Annexure 15).

### **SGPC CONSTITUTES A COMMITTEE TO START OWN TV CHANNEL:**

In 2003, SGPC constituted a committee to look into the option of running its own channel. (See Annexure 42).

Though SGPC has not disclosed the details of what transpired in that committee but it is stated that the committee finally came up with a suggestion that starting a television channel involved huge capital outlay and was beyond the means of SGPC. So it is in the best interest of the SGPC that the present method of contracting out the telecast to a private player be continued. (See Annexure 42).

### **SGPC SCRAPS IDEA OF OWN CHANNEL WHILE TIRUPATI BALAJI STARTS OWN TV CHANNEL:**

While SGPC was deciding against its own TV channel, Tirumala Tirupati Devasthanam too was pondering over the idea of starting their own channel.

After two or three years of pondering over the idea and considering all its pros and cons, Tirumala Tirupati Devasthanam decided to start its own channel in the year 2007. A company named Sri Venkateswara Bhakti Channel was incorporated and had a paid up capital of a meager one lac. (See Annexure 16).

The operational cost of bandwidth, uplinking, down linking, DTH carrying charges and expenses for recording etc. didn't cross a meager 150 lacs. (See Annexure 17).

Today Sri Venkateswara Bhakti Channel runs a full 24- hour entirely religious channel and is available across 72 countries. Its brochure along with details of programs, its telecast, advertisement rates and terms and conditions are attached. (Annexure 18).

It is worth mentioning here that the CEO of this channel is chosen out of very experienced persons but draws a nominal salary of Rs 12 lacs per annum only and every director of the channel has to declare his business interests in writing and no insider trading or dealing is permissible. (Annexure 19).

On other hand the private channel telecasting Gurbani and claiming Gurbani telecast as its “USP” (Unique Selling Proposition) and “soul of the channel”, (Annexure 20) is making such huge profits that salaries of its top directors is upwards of 2 Crore rupees per annum. (See Annexure 21).

Also added in annexure is the government of India's Uplinking and Downlinking policy and fee structure. (See Annexure 22).

## **DISRUPTION IN TELECAST THROUGH TATA SKY AND DD DIRECT**

In April 2000 Jagjit Singh Kohli, who was director of ETC Networks Limited, started a new venture in the name of Digi Cable Network.

It was by chance or by design that Gurbani telecast through DTH platforms like Tata sky and DD Direct was interrupted.

Tata Sky started losing customers in Punjab where there was a sizable Sikh population.

DTH platform loss was the cable industry's gain.

It was after a lot of hue and cry by the public, pressure from SGPC and court cases that telecast was restored on Tata Sky. (See Annexure 23).

As we will see that in future such arm twisting tactics were frequently used by telecasters to further their personal, financial and political interests at the cost of free availability of Gurbani.

Till today, telecast of Gurbani Kirtan from Sri Harmandar Sahib, Sri Amritsar is not available from DD Direct free of cost; hence causing impediment in free availability of the Guru's Words to common sangat.

As a result, the poorest of the poor cannot watch and listen to the Gurbani Kirtan from Sri Harmandar Sahib, Sri Amritsar without payment. It defeats the very purpose of telecasting it.

## **TRANSFER OF TELECAST RIGHTS TO G-NEXT MEDIA PVT. LTD. (PTC NETWORK)**

ETC Networks Limited requested SGPC to transfer the broadcasting rights pertaining to Gurbani Kirtan from Sri Harmandar Sahib, Sri Amritsar in favor of G-NEXT Media Pvt. Ltd. (PTC Network) vide a letter dated 30<sup>th</sup> October 2007.

They further requested SGPC to amend clause number 10 of the agreement dated 15<sup>th</sup> September 2000.

It is noteworthy that as per this clause (10), ETC Networks Limited was authorised to assign or transfer the said broadcasting rights only to a subsidiary company or sister concern or a joint venture.

In this case, the G-Next Media Pvt. Ltd. was none of the above. Rather it was an independent

company and ETC Networks Limited was not authorised to transfer the said rights to any other independent company.

In an attempt to overcome this, ETC Networks Limited requested SGPC to amend the clause and add a “third party too”. (See Annexure 24)

SGPC president gave approval to the same in just 48 hours and issued a letter regarding this on 1<sup>st</sup> November 2007. (See Annexure 25).

### **MAJOR FLAWS INCURRED DURING TRANSFER OF RIGHTS TO G-NEXT MEDIA PVT. LTD (PTC Network):**

- 1) The clause 10 of the concerned agreement was amended by the then President of SGPC in 48 hours without taking approval of the SGPC Executive Committee.
- 2) While adhering to the request of ETC Networks Ltd in this regard, the SGPC President did not even bother to check the credentials of the G- Next Media Pvt. Ltd.
- 3) G-Next Media Pvt. Ltd. had the same set of directors and employees with whom there were issues regarding payment delays and disruption in telecast to DTH platform.
- 4) G-Next Media Pvt. Ltd had not even filed its first balance sheet. It had just been incorporated in December 2006 (See Annexure 26) and as per the first balance sheet, it had paid up share capital of just 130 lacs by 31<sup>st</sup> march 2007. (See Annexure 27).
- 5) Above all G-Next Media Pvt. Ltd didn't have requisite permission from the government to uplink and downlink. (Annexure 28).
- 6) For a period of one year, ZEE Punjabi and PTC both simultaneously kept telecasting through a mode known only to them.

From later communication of SGPC with the Chartered Accountant of ETC Networks Limited MGB and Co., and G-Next Media Private Limited (PTC) simultaneously for perusal of pending payment for financial year 2007-2008, it becomes clear that there must have been a payment dispute and SGPC was itself in quandary as to whom to seek payment from. Finally SGPC was able to recover its payment with great difficulty and delay from ETC Networks limited. (See Annexure 29).

### **SGPC's ESTABLISHED PRACTICES AND PROCEDURE:**

It is pertinent to point out that SGPC has a well laid out process in place for seeking services of providers of goods or services.

For instance, for the purpose of seeking services of a cloth provider to purchase even one meter of cloth or of a ghee provider to buy one tin of ghee or to seek services of a contractor for a building contract, there is a set procedure to be followed. (Annexure 30).

- A. At first instance, the vendor has to furnish last three years of balance sheets.
- B. Secondly, there is a tendering process wherein at least three competitive quotes are

invited.

C. Then, price as well as quality criteria has to be met.

In this case of seeking services of a broadcaster or telecaster to broadcast or telecast the Gurbani Kirtan from Sri Harmandar Sahib, Sri Amritsar all the process was thrown to the wind.

### **SGPC VIOLATES OWN ESTABLISHED PRACTICES AND PROCEDURE:**

1. In the present case, the G-Next Media Pvt. Ltd. (PTC) had not even filed its first balance sheet.
2. No tenders were invited.
3. Above all G-Next Media Pvt. Ltd. (PTC) didn't even have permission to telecast.
4. All this was overlooked, clause amended.

### **THE SAD (B) CONNECTION:**

It must be noted here that all this took place immediately after Shiromani Akali Dal (Badal) came to power in Punjab in 2007.

Though initially share application money of Gur-Baz Media Private Ltd. holding company of G-Next Media Pvt. Ltd. was not converted to shares. It held back the identity of investors in the company but later from the shareholding pattern it was clear that investment in G-Next Media Pvt. Ltd. came largely from Shiromani Akali Dal (Badal) president and the deputy chief minister's family owned business. (See Chart 2).

It is obvious that there was a clash of interests and personal aggrandizement that took precedence over the interests of SGPC and community.

### **POLICE COMPLAINT BUT NO ACTION:**

A police complaint was made by a venerated personality like Justice (Retd.) Ajit Singh Bains against these anomalies but no action was taken to bring the culprits to book. (See Annexure 31).

Notably, at this stage SAD (B) was in power in Punjab.

### **G-NEXT MEDIA PRIVATE LIMITED:**

While Tirumala Tirupati Devasthanam was on its way to start its own channel SGPC was going ahead with granting the right to telecast to a fledgling few months old company with paid up capital of just 1.4 crores.

In December 2006 a company was incorporated by the name of G-Next Media Pvt. Ltd. and

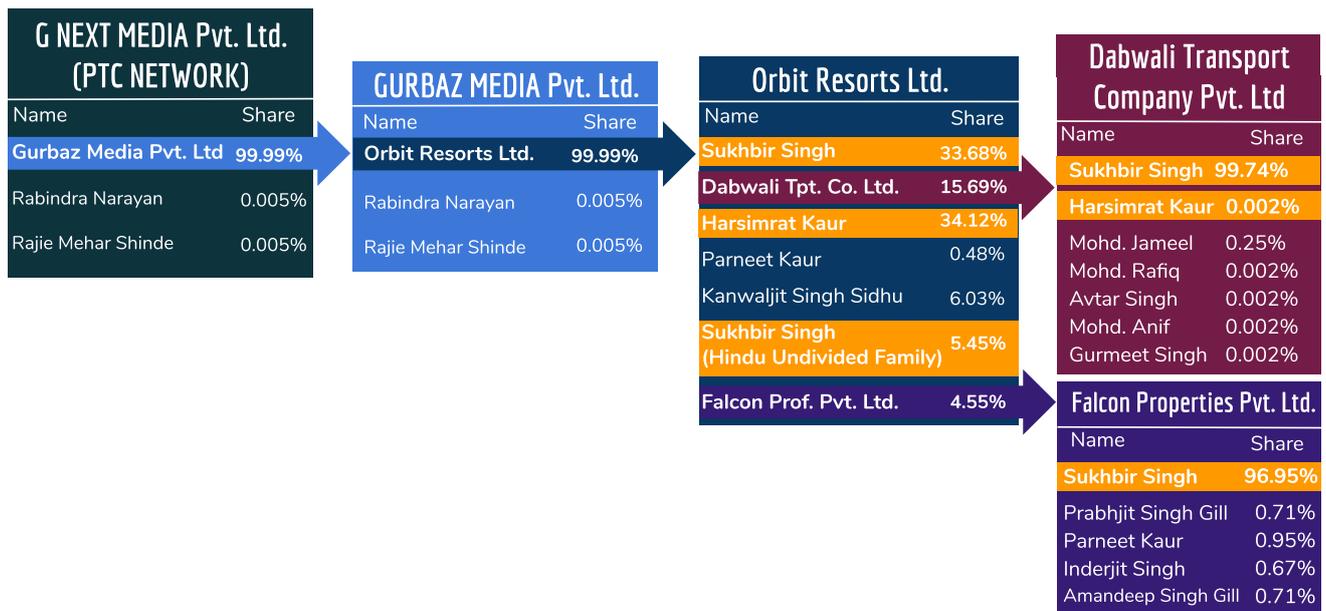
another newly formed company Gur-Baz Media Private Ltd. subscribed to 99.99% share and became a holding company.

Gur-Baz Media Private Ltd. is a subsidiary of Orbit Resorts Limited.

**Chart 2** showing associated and subsidiary companies of G-Next Media Pvt. Ltd with their shareholding pattern.

**Chart 2- Associated & Holding Companies of G-Next Media Pvt. Ltd. (PTC Network)**

## CHART 2 - ASSOCIATED & HOLDING COMPANIES OF G NEXT MEDIA PVT. LTD. PTC NETWORK



(See Annexures 70-75)

Rabindra Naryanan and Gurmehar Singh Majithia were inducted as directors of G-Next Media Pvt. Ltd. on 14<sup>th</sup> February 2007 and 16<sup>th</sup> March 2007 respectively (Annexure 41).

As stated earlier, this coincided with Shiromani Akali Dal (Badal) coming to power in Punjab in 2007.

At this time Rabindra Naryanan was working as an employee with the ETC Networks Limited too. (Annexure 32). So practically he was working for two potential competitors at the same time, which is generally considered to be unethical practice.

Around the same time Jagjit Singh Kohli who was director ETC Networks Limited and first signatory of ETC Networks Limited agreement with SGPC was inducted into as a director in G-Next Media Pvt. Ltd. (PTC) on 1<sup>st</sup> April 2007. (Annexure 33).

He later resigned from the ETC Networks Limited board on 24<sup>th</sup> May 2007. (Annexure 34).

## **DEVELOPMENTS PRIOR TO SGPC-PTC SECOND AGREEMENT:**

### **Court Case & Directions:**

In 2011, a Civil Writ Petition (No. 8379 of 2011) was filed by Pritam Singh and others. “This petition seeking the quashing of the agreement dated 15.9.2000 entered into between the SGPC and M/s ETC Networks Limited and for prohibiting the SGPC from entering into similar agreement for permitting broadcasting of *Gurbani Prasaran* without inviting tenders”. (See Annexure 35).

The court observed that this agreement was going to expire shortly. “There is nothing to presume that similar agreement will be entered into without floating tender etc.” (Annexure 35).

### **Irrespective of court giving directions in askance :**

That a tendering process should be followed, SGPC flouting its own norms and courts directions, granted the rights to G-Next Media Pvt. Ltd without any tenders or negotiations with other channels.

Over and above this, PTC Network continued telecasting till 24<sup>th</sup> July 2012 using the pretext of an old agreement which had ended on 14<sup>th</sup> September 2011 and without paying a penny to SGPC. Had the agreement been worded as per the recommendations of the sub-committee, it would have ended on 31<sup>st</sup> March 2011.

## **SGPC RENEWS AGREEMENT WITH G-NEXT PVT LTD.**

On 24<sup>th</sup> July 2012, throwing all procedures and direction to wind SGPC renewed broadcasting rights agreement with G-Next Media Pvt. Ltd. (PTC Network). (See Annexure 36). **But it had the following serious anomalies -**

- 1) Irrespective of court directions or indications, no open tenders were invited. Had open tendering been done the revenue would have gone up by many folds.** Instead SGPC “*agreed that broadcasting rights given to G-NEXT should be renewed with suitable amendments as deemed necessary for a period of 11 years as has been the practice*”. (Extract from the agreement, See Annexure 36).

This raises serious questions :

- a) There was no renewal clause** in ETC Networks Limited and SGPC agreement dated 15<sup>th</sup> September 2000, which was further transferred to G Next Pvt. Ltd. (PTC Network), **so on what basis were these rights renewed?**
- b) “as has been the practice”.** What practice is SGPC President pointing to? SGPC has a well laid out procedure for entering into a contract and that procedure is of inviting tenders while fulfilling other conditions. The Punjab and Haryana High Court too had referred to it. That is the only practice which is being followed by SGPC since its inception. Why was it circumvented in such a malicious manner?
- 2) The said agreement states that “Whereas the SGPC has agreed that the broadcasting**

rights given to G-NEXT should be renewed with suitable amendments as deemed necessary for a period of 11 years as has been the practice and consequently, are giving the broadcasting rights including rights which are incidental or ancillary and which may have come about by reason of new technology or otherwise, in the electronic media, broadcasting media, radio or internet or any form of airing - ***resulting in dissemination of Gurbani Kirtan to the public, in whatever form/manner/media, in existence at present or which may come into existence in the future, by way of introduction of the new technology or otherwise herein after referred as “The Broadcasting Rights” upon terms and conditions hereinafter appearing***” (Extract from agreement, See Annexure 36; Bold & Italics by this Committee).

If we ponder over the italics part of this extract of the agreement, the SGPC President has given away rights to dissemination of Gurbani Kirtan in whatever form/manner/media in existence to G-Next Media Pvt. Ltd., which means that no Sikh can write or record the Gurbani Kirtan even sitting in *parikarma* or send audio through live streaming from Sri Harmandar Sahib, Sri Amritsar and share it with his family or his kith and kin back home without permission of G-Next Media Pvt. Ltd. (PTC Network).

### **SGPC EXCEEDS ITS AUTHORITY:**

- 3) As per clause 3a of agreement dated 24<sup>th</sup> July 2012 between SGPC and G Next Media Pvt. Ltd., ***“The SGPC hereby represents and warrants that it has full powers and complete authority and is fully competent to enter into this agreement and grant and assign the rights granted hereunder in this agreement to the G-NEXT and all internal procedures regarding the same have been complied with. The SGPC further warrants and represents that it does not suffer from any legal disability and/or infirmities that hamper or curtail their right or authority to enter into this agreement or in any way affect its performance under this agreement. The SGPC hereby agrees to indemnify and keep safe and harmless at all times the G-NEXT against any actions, claims, damages with regard to the above”.*** (Extract from agreement, See Annexure 36; Italics by this Committee).

On reading the italics part of this extract from clause 3a we note that SGPC lays claim to full authority to assign rights as granted in the agreement. SGPC is a management body to look after sacred and historic Gurdwara Sahibs; ensure their adequate maintenance, proper management and has responsibility to propagate the Sikh tenets.

**How can SGPC claim the right on every form and type of dissemination of recited Gurbani Kirtan at Sri Harmandar Sahib, Sri Amritsar and further transfer this right to private enterprise?**

Principally, it is a totally wrongful claim which should not be accepted at all, and practically SGPC has gone astray from Sikh tenets in this case and this wrong doing must be corrected at the earliest possible.

## ESTABLISHED GENERAL BUSINESS PRACTICE VIOLATED:

- 4) The ETC Networks Limited agreement executed on 15<sup>th</sup> September 2000 was valid till 14<sup>th</sup> September 2011. The rights had been transferred to G Next Media Pvt. Ltd. in 2007. This agreement formed the basis of renewal of contract with G-Next Media Pvt. Ltd. It was renewed on 24th July 2012. In cases of renewal if there is delay in reducing it to writing due to any reason but business relation continues uninterrupted, in such a situation there is a practice world wide that renewal is from a retrospective date. But this practice was not followed which resulted in monetary loss to SGPC while G-Next Media Pvt. Ltd. (PTC Network) enjoyed free access for approximately ten months. This had serious ramifications on revenue of SGPC from the telecast.

## HUGE LOSS OF REVENUE DUE TO FAULTY RENEWAL:

- 5) The delay in signing impacted the annual increase too. Had it been signed at the right time the increase would have started from 2012. This would make a difference of ten lac annually and hence total impact around 100 lacs during the entire contract period.

### CHART 3.

### CHART 3

(See Annexures 76-77)

| Sr. No. | Description  | Amount Due* | Payment Received*  |
|---------|--|-------------|--|
| 1       | Payment for period from 15th September 2011 till 14th September 2012 | 1,00,00,000 |  |
| 2       | Payment for period from 15th September 2012 till 14th September 2013 | 1,10,00,000 | Information not shared by SGPC.                                    |
| 3       | Payment for period from 15th September 2013 till 14th September 2014 | 1,21,00,000 |  |
| 4       | Payment for period from 15th September 2014 till 14th September 2015 | 1,33,10,000 |  |
| 5       | Payment for period from 15th September 2015 till 14th September 2016 | 1,46,41,000 | Available information shows receipt of 3,05,00,000 only till 2015. |
| 6       | Payment for period from 15th September 2016 till 14th September 2017 | 1,61,05,100 |  |
| 7       | Payment for period from 15th September 2017 till 14th September 2018 | 1,77,15,610 |  |
| 8       | Payment for period from 15th September 2018 till 14th September 2019 | 1,94,87,171 |  |
| 9       | Payment for period from 15th September 2019 till 14th September 2020 | 2,14,35,888 |  |
| 10      | Payment for period from 15th September 2020 till 14th September 2021 | 2,35,79,477 |  |
| 11      | Payment for period from 15th September 2021 till 14th September 2022 | 2,59,37,425 |  |

Amount due till 14 September 2015, had agreement been renewed as per norms = 4,64,10,000/-

**Shortfall till 2015 (Amount due till 14 September 2015 less receipts till 2015) = 1,59,10,000/-**

(1.59 Cores)

- The statement of account provided by SGPC through RTI raises doubts on its veracity and seems dubious as in entry number 6 for year 2014-15 date of receipt is months earlier than date of payment (See Annexure 76). Which raises serious doubts on SGPC accounts as well as sincerity and competence of auditing agency.
- Presently sales revenue of PTC is 70 Crores plus per annum (See Annexure 77). Obliterating the advertising sharing clause has led to loss of approximately 7 Crores per annum adding upto 77 crores in eleven years.

## 10% INCREASE IS ACTUALLY LESS THAN 7%:

- 6) The increase was cunningly worded as ten percent on the first annual amount. On a year on year basis this comes to an increase of a little above 6 percent, which is even less than prevailing inflation at that time hence in real terms the revenue is actually dropping in value.

## **CLAUSE PROVIDING FOR SHARING OF ADVERTISEMENT REVENUE OMITTED:**

- 7) Commercial terms were such that revenue instead of increasing actually fell as advertising revenue was totally obliterated leading to loss of hundreds of crores of rupees to SGPC and Sikh community.

## **NON-PAYMENT BY PTC:**

As per the statement of account available with this committee till 31<sup>st</sup> March 2015, even as per SGPC own accounts, more than half a crore is due and is not being paid by G-Next Media Pvt. Ltd. (PTC Network), the company which has reserves and surplus worth 11.2 crore as per the balance sheet. (Annexure 38 & 39).

It is notable that the committee had requested the SGPC to provide a statement of accounts till date but no reply has been received till now. (Annexure 37).

## **OBSERVATIONS & RECOMMENDATIONS:**

The chronology of events regarding the broadcast of Gurbani from Sri Harmandar Sahib, Sri Amritsar, as discussed above, and their analysis reveals procedural lapses and mismanagement by the Shiromani Gurdwara Prabhandak Committee (SGPC) at almost every step undertaken in this regard.

It further indicates incompetence and insincerity on the part of SGPC while handling aforesaid matter.

The analysis also indicates and brings out in open the favouritism in financial dealing. It shows how the management of the Sikh institution, which is considered a premier institution of the community, has disregarded community interests and even sacrificed those interests for the interests of its political masters.

By doing all this the SGPC did not only cause financial losses but also facilitated a private channel to establish 'sole, absolute and exclusive control' over the broadcast of Gurbani pravah, which is not only against the interests of the Sikh community but also undermines the very purpose of such broadcast.

Non-responsiveness to requests for providing copies of relevant financial accounts and discrepancies and material contradictions in available account statements point towards grave lack of transparency and financial mismanagement probably amounting to embezzlement of funds in the affairs of SGPC.

All this highlights the need of bringing transparency in SGPC's affairs, financial dealings and accounts.

With regard to broadcast of Gurbani pravah, analysis undertaken in preceding (and following) pages also necessitates that after discarding the prevalent system of 'sole, absolute and exclusive' control of a particular channel a free for all (Nishkam), common (Sarab-Sanjha) and collective system (Sangati-Jugat) for broadcast of Gurbani Pravah should be established. This Committee's suggestions regarding the outline of such a new system are enlisted under Part 6 of this report.

## PART 2

### PART 2: DISCREPANCIES AND VIOLATIONS IN AGREEMENTS REGARDING GURBANI TELECAST ENTERED TO BY THE SGPC

This committee wrote a letter to the Shiromani Gurdwara Prabhandak Committee requesting copies of all the agreements entered into by it regarding the telecast etc. of the Gurbani (See Annexure 37) but the SGPC did not provide these documents to the committee.

Sirdar Baldev Singh Sirsa, who had collected these documents under the Right To Information (RTI) Act on behalf of the Sikh Sangat, provided attested copies of these documents to this committee.

Discrepancies and violations identified upon scrutiny of these documents from the Gurmat perspective are being listed below:

#### **(1) Terminology used in these documents is not as per the Gurmat or the practices of the Sikhi, and terms used for respected Sikh personalities are disrespectful.**

- A. In these documents Sri Harmandar Sahib, Sri Amritsar is termed as 'Golden Temple' (Annexure 2 & Annexure 8). Though media outlets, and people and leaders of other cultures do use term 'Golden Temple' while referring to Sri Harmandar Sahib, Sri Amritsar but this can not be denied that this term does not represent the true greatness of Sri Harmandar Sahib, Sri Amritsar; and that is why Sri Akal Takht Sahib issued a message directing not to use term 'Golden Temple' for Sri Harmandar Sahib, Sri Amritsar (See Annexure 43). It is a major discrepancy on the part of SGPC to use 'Golden Temple' term in its own documents (agreements under consideration).
- B. Commercial terms which lack due respect are used for respected Sikh personalities in these agreements entered into by the SGPC.

Granthi Sahiban, Raghi Sahiban, Aradiey Sahiban and other Sewadar Sahiban of Sri Harmandar Sahib, Sri Amritsar are termed as singers and performers. No attention was paid to Gurmat or the practices of the Sikhi while phrasing these agreements.

Here are few instances of respect-less terminology used in these agreements:-

“... the professionals who will perform (Raagizs, Granthis, Jathedars etc.) will be made available by the SGPC at no charge or free to the Company”. (See Annexure 2 - page 3, clause 1).

“The SGPC shall coordinate and arrange the Kirtan and ceremonies inside the Golden temple and the company shall not be liable to pay to any singer or any other performer or any other person to be featured, on the Broadcast”. (See Annexure 8 - page 4, clause 7).

## 2. MARYADA<sup>1</sup> OF GURBANI PRAVAH<sup>2</sup> WAS MADE PART OF TERMS OF COMMERCIAL AGREEMENTS.

It must be noted that the maryada of Gurbani recitation and Gurbani Kirtan (collectively referred to as Gurbani pravah) was established by Guru Sahiban Themselves, and the pravah of Gurbani has been flowing since centuries from Sri Harmandar Sahib, Sri Amritsar as per this maryada.

It is a totally unprincipled act on the part of SGPC to enter a term into the agreement that it will make arrangements of Granthi Sahiban, Ragi Sahiban, Aradiey Sahiban and other Sewadar Sahiban who are actually doing **Sewa**<sup>3</sup> under the afore referred pious Maryada. Neither the Gurbani Pravah was started for the purpose of telecast, nor it is continuing for any such purpose. Whether it has to be telecasted or not, under all circumstances being the management body the SGPC is responsible for making such arrangements. Therefore it is totally unwarranted to make it part of any commercial agreement.

## 3. SACRILEGE OF IMPOSING TEMPORAL LEGAL CONDITIONS ON GURBANI PRAVAH:

These agreements have imposed worldly legal conditions on Pravah of Gurbani at Sri Harmandar Sahib, Sri Amritsar.

For instance, the agreements have following clause,

“The SGPC undertakes that no person or activity to be featured in the programmes/recording/airing referred to this agreement shall in any manner by way of speech, action or otherwise show disrespect to or cause harm to any person living or dead, the sovereignty of India or any other country and authorities, the Indian laws and authorities; any religion or community or practice”. (Annexure 36 - page 3, clause 3, sub-clause c).

Upon reading these agreements, it becomes evident that the agreements are entered into to telecast etc. Gurbani Kirtan from Sri Harmandar Sahib, Sri Amritsar. Therefore there was no doubt that any condition imposed in these agreements would ultimately apply on Gurbani Kirtan at Sri Harmandar Sahib, Sri Amritsar.

Even the rulers in past have not committed the such an offense of imposing temporal legal bindings on Gurbani Kirtan, on the other hand the SGPC, a premier Sikh organization and the telecasters who entered into these agreements from time to time have committed this offense against the sanctity and authority of Gurbani. This is a major violation of Sikh principle and amounts to nothing less than sacrilege agreements.

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1. For the help of those who are not well aware of Sikhi terminology it is said that established pious practices are referred to as '*Maryada*'.

2. In general terms '*Pravah*' refers to flow.

3. In general terms pious service is termed as '*Sewa*'.

## CONCLUSIONS AND RECOMMENDATIONS:

SGPC has responsibility of care taking and management of sacred and historic Gurdwara Sahiban. Therefore it is the responsibility of this institution that its management should be strictly in accordance with the Gurmat principles. If discrepancies and violations are found in it's documents from the perspective of Gurmat, then it is indeed a very serious matter which requires immediate and serious attention of the Sikh world. Taking such notice, the Sikh sangat should fix the responsibilities of those individuals who were responsible for these discrepancies, violations and offenses, and ensure that these discrepancies and violations etc. are removed from documents of the SGPC immediately.

## PART 3

### ISSUE OF P.T.C. BLOCKING PRACHAR-PRASAR<sup>4</sup> OF HUKUMNAMA SAHIB:

In second week of January 2020, the PTC Punjabi and G Next Media Private Limited Company prevented other platforms from doing prachar-prasar of daily Mukhwak (Hukumnama Sahib) recited at Sri Harmandar Sahib, Sri Amritsar by claiming that the Hukumnama Sahib was their property.

#### PTC SAYS THAT THE AUDIO OF HUKUMNAMA SAHIB IS 'OWNED' BY IT:

In this regard, the Sikh Siyasat<sup>5</sup> presented the proofs before the Sikh sangat that the PTC Punjabi got removed the Mukhwak (Hukumnama Sahib) of Sri Harmandar Sahib, Sri Amritsar (dated 10 January 2020) from the Facebook page<sup>6</sup> of the Sikh Siyasat. A notice sent to Sikh Siyasat through Facebook, PTC Punjabi claimed that the audio of Hukumnama Sahib was owned by it. (See Annexure 44).

#### WHY ONLY AUDIO?

In the evidence brought forth by Sikh Siyasat, PTC Punjabi had claimed ownership of audio of Hukumnama Sahib. Actually, it was so because Sikh Siyasat was downloading audio of Hukumnama Sahib from the website of SGPC where it is uploaded by the SGPC. Sikh Siyasat used to make a visual along with the Gurbani and an image of Sri Harmandar Sahib Amritsar, and upload such visual on its Facebook page. PTC sent a notice to Sikh Siyasat through Facebook, where in it claimed that the 5 minutes and 38 seconds audio- which was actually the audio of Hukumnama Sahib, was owned by PTC Punjabi. (See Annexure 44).

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#### ARGUMENTS PRESENTED BY THE SIKH SIYASAT:

On 10th January 2020 PTC Punjabi complained to Facebook. Facebook acting on this complaint blocked and removed Hukumnama Sahib from Sikh Siyasat's Facebook page. On receiving notice from Facebook, Sikh Siyasat filed a counter response to Facebook asserting

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4. Prachar-prasar may be understood by raising a parlance of meaning with English word dissemination.

5. Sikh Siyasat is a Punjab based online media platform, which runs news and media websites, facebook and youtube channels and app for Android and iPhone devices.

6. <https://facebook.com/sikhsiyasat>

that SGPC uploads the audio of Hukumnama Sahib on its website in public domain for prachar-prasar. Sikh Siyasat takes the audio from SGPC's website. Claiming that the Hukumnama Sahib is *Sarab-Sanjha* (in Public Domain) and PTC had no exclusivity over it, Sikh Siyasat requested Facebook to restore the blocked Hukumnama Sahib. (See Annexure 44).

## POINTS RAISED BY SIKH SIYASAT IN A LETTER TO THE SGPC, AND IN FRONT OF THE SIKH SANGAT:

Sikh Siyasat's Editor Parmjeet Singh wrote a letter to the SGPC president S. Gobind Singh Longowal and chief secretary Dr. Roop Singh on 11 January 2020, in which following points were raised:

1. PTC's claim (that it has sole, exclusive and absolute rights over the audio of Hukumnama Sahib of Sri Harmandar Sahib, Sri Amritsar) could not be accepted in any manner because **firstly**, the place where the Hukumnama Sahib is recited is neither PTC's studio nor it is owned by it, instead it is Sri Harmandar Sahib, Sri Amritsar which is a primary, pious, revered and Sarab-Sanjha (belonging to all) place in the world.

**Secondly**, the *Shabads*<sup>7</sup> that are being recited are not script of PTC, instead these are *Shabad Guru* and *Sarab-Sanjhi Gurbani - Dhur Ki Bani*, which is not for the Sikhs only and is cosmic.

**Thirdly**, the personality who is reciting the *Shabad* is not any artist or employee of PTC, instead he is respected Granthi Sahiban of Sri Harmandar Sahib, Sri Amritsar.

**Fourthly**, the audio of Hukumnama Sahib is also not taken from any server etc. of the PTC instead it is taken from the website of the SGPC, and SGPC is not a subsidiary of the PTC rather it is an independent institution.

**Fifthly**, PTC is nowhere in this entire scenario therefore their claim is nothing more than a malicious lie. (See Annexure 45).

2. Keeping in view the Maryada of Sri Harmandar Sahib, Sri Amritsar it is understandable to install limited technical equipment there, but blocking prachar-prasar of Hukumnama Sahib, or limiting it to a special company is wrong in every manner- principally as well as practically. (See Annexure 45).

## GIST OF POINTS RAISED BY THE SIKH SIYASAT:

The gist of points argued by the Sikh Siyasat is that

- (a) Sri Harmandar Sahib and Gurbani are Sarab-Sabhaie (for everyone).
- (b) The role of Granthi Sahiban and the SGPC is also Sarab-Sanjha (meant for everyone). Therefore,
  - (i) no one can claim sole, exclusive and absolute rights over the Hukumnama Sahib.
  - (ii) No commercial entity or human being can block others from doing prachar-prasar of Gurbani recited at Sri Harmandar Sahib.

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7. In literal meaning Shabad means word. In Sikhi context Shabad denotes to the Gurbani.

## ARGUMENTS PRESENTED BY PTC FOR BLOCKING OTHERS FROM PRACHAR-PRASAR OF HUKUMNAMA SAHIB:

Presenting PTC's viewpoint, PTC Network's President and MD Rabindra Narayanan said:

“PTC holds exclusive rights to broadcast by any means worldwide Gurbani, including Hukumnama from Sri Darbar Sahib, Amritsar, and will prevent infringement of its rights”. (See Annexure 46).

“SGPC also hosts audio of Gurbani on its website. This does not mean anyone can download and broadcast it as their own. PTC has those rights”. (See Annexure 46).

On whether the PTC could object if somebody was taking audio from SGPC website, Rabindra Narayanan argued: “We have exclusive copyright to broadcast and we will have a problem because it is a commercial agreement we have signed with SGPC. We broadcast it worldwide, and we pay SGPC”. (See Annexure 47).

On being asked whether PTC's rights were above SGPC's Rabindera Naraynan said: “I have taken these (rights) from them. Once they have given me the rights, they no longer hold those rights to give it to anybody else. I don't object to it if they (SGPC) relay from their own site”. (See Annexure 47).

To justify PTC's act of blocking others from doing prachar prasar of Hukumnama Sahib, Rabinder Narayanan argued: “I am not charging from the viewers” (See Annexure 47). But on others using the same claim of not charging for showing Hukumnama Sahib, he said, “First of all they are infringing on my rights. It is immaterial if they make money or not”. (See Annexure 47)

### GIST OF PTC'S VIEWPOINT

The gist of viewpoint, which emerges from PTC's afore discussed statements, is that

- (a) According to the PTC it has bought all rights to broadcast Gurbani and Hukumnama Sahib in exchange of money therefore none other than it can broadcast Gurbani Kirtan and Hukumnama Sahib from Sri Harmandar Sahib, Sri Amritsar.
- (b) The PTC has maintained that now even the SGPC does not hold these rights as the SGPC has sold out these rights to the PTC.
- (c) It is PTC's own will that it does not object to SGPC relaying Gurbani Kirtan and Hukumnama Sahib on it's (SGPC's) website.
- (d) As per PTC nobody else can do prachar-prasar of Gurbani Kirtan and Hukumnama Sahib of Sri Harmandar Sahib, Sri Amritsar even for Nishkam (non-commercial) purpose because it results in infringement of PTC's commercial interests.

### POINTS FOR CONSIDERATION:

Before reaching any conclusion, it is necessary to consider following points:

- (A) Importance (greatness) of Gurbani, Kirtan and Hukunmana Sahib**
- (B) Aims and objectives of the Broadcasting Gurbani**

8. It may be understood in terms of Words of the Akal Purakh, the Timeless Being.

**(C) SGPC's ideal role as regards the Gurbani Broadcast**

**(D) Can Gurbani Broadcast be commercialised?**

**(E) Can anybody's commercial rights in Gurbani broadcast supersede the aims and objectives of the Gurbani broadcast?**

**(A)** Gurbani is 'Dhur Ki Bani'<sup>8</sup> and it is Sarab-Sanjhi for the entire humankind. Sri Harmandar Sahib, Sri Amritsar is a Sarab-Sanjha place for the entire humankind. Guru Nanak Nam Leva Sangat, residing in various parts of the world, seeks to connect with Gurbani Kirtan and daily Hukumnama Sahib recited at Sri Harmandar Sahib.

**(B)** The only aim and objective of Gurbani broadcast is to fulfill the pious desire of Guru Nanak Nam Leva Sikh Sangat in a free and respectable way, to connect with Gurbani Kirtan and Hukumnama Sahib. In the context of matter under discussion, it is noteworthy that the purpose of broadcasting Gurbani pravah from Sri Harmandar Sahib, Sri Amritsar is not to earn money to be spent on any work or for any purpose. Furthermore the purpose of such broadcast can not be to further the commercial and business interest of anyone.

**(C)** With regard to Sri Harmandar Sahib and other Gurdwaras managed by it, the role of SGPC is only that of supervisory management. Therefore it is the responsibility and task of the SGPC to manage these Gurdwara Sahibs as per the Gurmat and broadcast Gurbani in a free and common manner in accordance with the Gurmat principles.

**(D)** Divine message and spirituality can not be a commercial commodity. In Gurmat principles, such kind of business is not permissible. Therefore it is clear that broadcast of Gurbani pravah from Sri Harmandar Sahib, Sri Amritsar can not be commercialised.

**(E)** Therefore it is also clear that the SGPC is not a body guided by the commercial interests and it can not carry forward its work outside the guiding principles and aims identified as per the Gurmat. If the SGPC takes decisions which causes hindrance in implementing the Gurmat principles or the aims and objectives identified in accordance with the Gurmat, then such decisions will be considered as unprincipled even if SGPC gets financial benefits out of such decisions.

Along with this, it is also clear that the aim of Gurbani broadcast identified in accordance with the guiding principles of the Gurmat can not be superseded by any commercial agreement.

### **ANALYSIS OF THE FACTS:**

In the light of above discussion and the presented facts let us analyse the issue at hand.

It came into light from the statements of PTC Network's president Rabindra Narayanan that the SGPC has contracted a commercial agreement with PTC regarding the broadcast of Gurbani.

To verify this fact this committee requested the SGPC through a letter dated 19 February 2020 to provide the copies of all the agreements entered into by it with regard to Gurbani broadcast (See Annexure 43), the SGPC neither responded to the request nor provided the requested documents.

Sirdar Baldev Singh Sirsa, who had collected these documents on behalf of the Sikh Sangat under the Right To Information (RTI) Act provided attested copies of these documents to this

committee.

On analysing these documents it comes out that the SGPC has a commercial agreement in place with the G Next Media Pvt. Ltd., in which it has sold out the Gurbani broadcast in exchange of a specific amount of money.

The SGPC has sold out the broadcast of Gurbani pravah to the G Next Media Pvt. Ltd. in such a manner that the basic aim and objective of such broadcast is deprived.

This agreement has following clause:

**“1. GRANT OF THE BROADCASTING RIGHTS:**

The SGPC grants and assigns to the G NEXT the sole, exclusive, absolute and full worldwide “Broadcasting Rights”, which without prejudice to the generality of the terms shall include all rights to record, broadcast, telecast, webcast, stream or reproduce live or recorded (audio-visual) recitation of Gurbani Kirtans etc from Sri Harmandar Sahib at Amritsar to the whole world or any part thereof for free to air our subscription based or any other kind of viewing through or by any medium electronic or otherwise, including but not limited to Television, Satellite, Cable, Radio and Internet, mobile and communication/broadcasting through any electronic medium, including rights which are incidental or ancillary and which may have come about by any reason of new technology or otherwise, in the electronic media, broadcasting media, mobile, DTH or internet or any form of network resulting in dissemination of Gurbani Kirtan to the public, in whatever form/manner, in existence at present or which may come into existence in the future by way of introduction of the new technology or otherwise herein after referred as “The Broadcasting Rights”. (Annexure 36).

A bare reading of this clause clarifies that the SGPC has sold out broadcasting rights pertaining to prachar-prasar of Gurbani Kirtan, in any form, manner, medium which is in existence but also the broadcasting rights pertaining to prachar-prasar of Gurbani Kirtan, in any form, manner, medium which may come into existence in future for whatever reason.

**PRACTICAL DISCUSSION ABOUT AFORE DISCUSSED FACTUAL ANALYSIS:**

The total effect of this clause is that according to the SGPC the G Next Media Pvt. Ltd. (PTC Network) has the sole contract of transmitting the Gurbani pravah from Sri Harmandar Sahib, Sri Amritsar to the Guru Nanak Nam Leva Sangat, and no one else can either record such Gurbani pravah or transmit it further.

For instance, if you visit Sri Harmandar Sahib, Sri Amritsar and in the *Parikarma*, or anywhere else in the surrounding area, where Kirtan is audible, and you wish to record the Hukumnama Sahib or Gurbani Kirtan, or you want to share/transmit it with anyone else in the world, you have no right to do so, because according to the SGPC it has sold out these rights to the G Next Media Pvt. Ltd.

As pointed earlier, the SGPC has also sold out broadcasting rights pertaining to prachar-prasar of Gurbani Kirtan, in any form, manner, medium which is in existence but also the broadcasting rights pertaining to prachar-prasar of Gurbani, in any form, manner, medium which may come into existence in future for whatever reason.

## **TERMS OF AGREEMENT IS FOR BROADCAST OF GURBANI KIRTAN AND NOT HUKUMNAMA SAHIB:**

With regard to Hukumnama Sahib it is worth noting that the agreement between SGPC and G Next Media Pvt. Ltd. is for the broadcast of 'Gurbani Kirtan' only. As per the *Khands* (parts) of the Gurbani *pravah*, recitation of Hukumnama Sahib and 'Gurbani Kirtan' are two different things. Therefore it is clear that even under the agreement the G Next Media Pvt. Ltd. has no permission to broadcast 'Hukumnama Sahib'.

## **ANALYSIS ON THE BASIS OF PRINCIPLES, CONCLUSIONS & RECOMMENDATIONS:**

Keeping in view the sacred, spiritual and *Sarab-Sajha* status of Sri Harmandar Sahib, Sri Amritsar and for the purpose of fulfilling the aim and objective of broadcast of the Gurbani *pravah* in a respectful and free (Nishkam) manner, the SGPC can give the responsibility of such broadcast to competent persons or organisations etc. but it can not enter into any kind of commercial agreement for that purpose. Contracting a commercial agreement for Gurbani broadcast, and extending any sort of sole, exclusive and absolute rights under that agreement, and also extending such powers to prevent Guru Nanak Nam Leva Sangat from broadcasting Gurbani or doing prachar-prasar of such broadcast, is a totally unprincipled and wrongful act on the part of the SGPC.

As the agreement between SGPC and G Next Media Pvt. Ltd. is specifically for the broadcast of Gurbani Kirtan and not the Gurbani *pravah* as a whole, therefore from this viewpoint G Next Media Pvt. Ltd. or the PTC Network do not have permission to broadcast Hukumnama Sahib under this agreement, and they are broadcasting Hukumnama Sahib going beyond the terms of the agreement. Not only this G Next Media Pvt. Ltd. and PTC Network have been using totally unjustifiable arm twisting tactics against other media platforms by sending them copyright strikes and intellectual property violation notices for broadcasting Hukumnama Sahib and Gurbani Kirtan from Sri Harmandar Sahib, Sri Amritsar. The committee has learnt that PTC Network had ducked many prominent media houses by sending them such strikes and notices. Sikh Sangat should take notice of these facts and G Next media Pvt. Ltd. and PTC Network should be made answerable.

The SGPC has committed sheer disregard to its responsibilities by contacting a commercial agreement for the Gurbani broadcast and by selling out 'sole, exclusive and absolute' broadcasting rights to a commercial entity.

In this regard the concerned SGPC officers and office bearers are responsible for violating their duty and Sikh sangat must hold them responsible for it.

PTC Punjabi and its holding company G Next Media Pvt. Ltd. are responsible for considering Gurbani Kirtan recited at Sri Harmandar Sahib, Sri Amritsar as their property, asserting their ownership and 'sole, exclusive and absolute' rights over the Hukumnama Sahib, and preventing others in an unprincipled and unjustifiable manner from doing prachar-prasar of Gurbani, for this they (PTC Network and G Next Media Pvt. Ltd.) should be held responsible by the Sikh sangat.

The Sikh sangat should also ensure that PTC Network, G Next Media Pvt. Ltd. etc, do not prevent Guru Nanak Nam Leva Sangat and other platforms from doing prachar-prasar of Gurbani Kirtan or Hukumnama Sahib in a free (Nishkam) and respectable manner.

## PART 4

### ON PTC NETWORK'S OWNER G NEXT MEDIA PVT. LTD.'S CLAIM THAT GURBANI IS ITS INTELLECTUAL PROPERTY:

On 10 January 2020, PTC Punjabi asserted ownership rights over Hukumnama Sahib from Sri Harmandar Sahib, Sri Amritsar and got Hukumnama Sahib removed from Sikh Siyasat's Facebook page.

#### DETAILS OF ALLEGATIONS & EVIDENCE

On 13 January 2020, the Sikh Siyasat held a press conference at Press Club Jalandhar and accused this company of claiming that Gurbani was its intellectual property.

In a written statement issued on 13 January 2020 (See Annexure 48) the Sikh Siyasat said that:

In a notice sent to Sikh Siyasat through Facebook, PTC has claimed that Gurbani as its (PTC's) 'intellectual property'.

It is clarified in Guru Granth Sahib that 'ਵਾਹੁ ਵਾਹੁ ਬਾਣੀ ਨਿਰੰਕਾਰ ਹੈ ਤਿਸੁ ਜੇਵਡੁ ਅਵਰੁ ਨ ਕੋਇ॥' and 'ਹਉ ਆਪਹੁ ਬੋਲਿ ਨ ਜਾਣਦਾ ਮੈ ਕਹਿਆ ਸਭੁ ਹੁਕਮਾਉ ਜੀਉ॥', and it is told to everybody that Gurbani is 'Akal Purakh' Himself. We consider PTC's claim that Gurbani is its intellectual property as *beadbi* (sacrilege) of Gurbani.

Previously, there were incidents of *beadbi* of *Saroops* of Guru Granth Sahib and pain of that *beadbi* is still there in the heart of every devout Sikh. Now by terming Gurbani as its intellectual property, PTC has committed grave *beadbi* of Gurbani. (See Annexure 48).

The Sikh Siyasat presented a copy of notice sent by Facebook in which it was said that: "This content has been reported for an intellectual property violation". (See Annexure 49).

The evidence presented by the Sikh Siyasat also included details of the complainant who had filed complaint of violation of intellectual property (See Annexure 50). These details are as follows:

"Report no.: 1212374145628625

Rights owner: G Next Media Private Limited

Email: RN@PTCNETWORK.COM"

#### PTC NETWORK'S RESPONSE:

On 13 January 2020, the PTC Network's MD and President Rabindra Narayanan talked to PTC News and said:

"ਪੀ.ਟੀ.ਸੀ. ਜਾਂ ਐਸ.ਜੀ.ਪੀ.ਸੀ. ਕਿਸੇ ਦੇ ਵੀ ਨਾ ਤੇ ਹੁਕਮਨਾਮੇ 'ਤੇ, ਨਾ ਹੀ ਦਰਬਾਰ ਸਾਹਿਬ ਬਾਣੀ 'ਤੇ, ਗੁਰੂ ਦੀ ਬਾਣੀ 'ਤੇ ਕੋਈ ਕਾਪੀਰਾਈਟ ਹੈ ਜਾਂ ਹੱਕ ਹੈ। ਇਹ ਬੜਾ ਈ ਕੂੜ ਪ੍ਰਚਾਰ ਕੀਤਾ ਜਾ ਰਿਹਾ ਹੈ ਕਿ ਪੀ.ਟੀ.ਸੀ. ਨੇ ਕੋਈ ਬੌਧਿਕ ਅਧਿਕਾਰ ਦਿਖਾਤਾ, ਫਲਾਣਾ ਦਿਖਾਤਾ, ਕੁਛ ਏਦਾਂ ਦੀ ਗੱਲ ਹੈ ਨਹੀਂ।" (See Annexure 51; Timestamp 1:06 to 1:24)।

'PTC or the SGPC does not hold any copyrights or rights on Hukumnama, or Darbar Sahib's Bani or Guru's Bani. This is malicious propaganda that the PTC has asserted any intellectual rights etc., there is nothing like this'. (See Annexure 51; Timestamp 1:06 to 1:24).

In a statement issued on PTC's official letterhead on 14 January 2020, Rabindra Narayanan said:

“ਅਸੀਂ ਪਹਿਲਾਂ ਵੀ ਸਪੱਸ਼ਟ ਕਰ ਚੁੱਕੇ ਹਾਂ ਕਿ ਗੁਰਬਾਣੀ ਇਲਾਹੀ ਦਾਤ ਹੈ ਅਤੇ ਇਸ ਉੱਤੇ ਕਿਸੇ ਦਾ ਵੀ ਬੌਧਿਕ ਏਕਾ-ਅਧਿਕਾਰ ਨਹੀਂ ਹੋ ਸਕਦਾ।” (See Annexure 52).

'We have clarified earlier also that Gurabani is a divine blessing and no one can hold exclusive intellectual rights over Gurbani'. (See Annexure 52).

“ਅਸੀਂ ਸਪੱਸ਼ਟ ਹਾਂ ਅਤੇ ਸੰਗਤਾਂ ਨੂੰ ਵੀ ਸਪੱਸ਼ਟ ਕਰਨਾ ਚਾਹੁੰਦੇ ਹਾਂ ਕਿ ਇਲਾਹੀ ਦਾਤ ਗੁਰਬਾਣੀ ਦਾ ਬੌਧਿਕ ਇਜ਼ਾਰਾ ਕਿਸੇ ਕੋਲ ਨਾ ਹੈ ਅਤੇ ਨਾ ਹੋ ਸਕਦਾ ਹੈ।” (See Annexure 52).

'We are clear and we want to clear the Sangat also that Gurbani is a divine blessing and neither anyone holds its intellectual exclusivity nor anyone can hold the same'. (See Annexure 52).

'In legal terminology and Facebook's technical terminology what is termed as copyright, deliberately terming the same as intellectual exclusivity is not correct. This is Facebook's intellectual terminology which they insert in every copyright'. (See Annexure 52).

“ਕਾਨੂੰਨ ਅਤੇ ਫੇਸਬੁੱਕ ਦੀ ਤਕਨੀਕੀ ਭਾਸ਼ਾ ਵਿਚ ਜਿਸ ਨੂੰ ਕਾਪੀਰਾਈਟ ਕਿਹਾ ਜਾਂਦਾ ਹੈ, ਉਸ ਨੂੰ ਜਾਣ ਬੁੱਝ ਕੇ ਬੌਧਿਕ ਇਜ਼ਾਰੇ ਦਾ ਨਾਮ ਦੇਣਾ ਠੀਕ ਨਹੀਂ। ਇਹ ਫੇਸਬੁੱਕ ਦੀ ਟੈਕਨੀਕਲ ਭਾਸ਼ਾ ਹੈ ਜੋ ਕਿ ਹਰ ਕਾਪੀਰਾਈਟ 'ਤੇ ਉਨ੍ਹਾਂ ਵਲੋਂ ਪਾਈ ਜਾਂਦੀ ਹੈ।” (See Annexure 52).

In talk with PTC News on 13 January 2020, Rabindra Narayanan also said:

“ਇਹ ਪਹਿਲੀ ਵਾਰ ਇਸ ਤਰ੍ਹਾਂ ਹੋਇਆ ਕਿ ਫੇਸਬੁੱਕ ਨੇ ਸਰਵਿਸ ਸ਼ੁਰੂ ਕੀਤੀ ਕਿ ਉਹ ਮੈਚ ਕਰਦੇ ਐ, ਕਿ ਉਹ ਦੇਖਦੇ ਐ ਕਿ ਕਿਥੋਂ ਉਰਜਿਨ ਹੋ ਰਿਹੈ ਸਿਗਨਲ ਦਾ ਤੇ ਜੇ ਕੌਨਫਲਿਕਟ ਕਰਦਾ ਤੇ ਉਹਨੂੰ ਬਲਾਕ ਕਰ ਦਿੰਦੇ ਨੇ।” (See Annexure 51; Timestamp 4:54 to 5:04).

'This has happened first time that Facebook has started a service where they match and detect the origin of the signal and if the signal conflicts, they block it'. (See Annexure 51; Timestamp 4:54 to 5:04).

### **GIST OF PTC NETWORK'S RESPONSE:**

So, from the statements of Rabindran Narayanan, following points emerge as the viewpoints of PTC Network and G Next Media Pvt. Ltd. on this matter:

(A) PTC never asserted that Gurbani or Hukumnama Sahib is their intellectual property and false propaganda was being carried against PTC in this regard.

(B) Facebook, on its own, matches the audio and visual of a content posted on this platform and identifies that what is the original source of the content. After that Facebook on its own blocks and removes the same content posted by others.

(C) Terminology regarding intellectual property is technical terminology of Facebook and when Facebook blocks and removes any content from other sources than the original source, it writes this terminology on its own.

## POINTS FOR CONSIDERATION:

Whether or not PTC or G Next Media Pvt. Ltd. asserted intellectual property rights over Gurbani, could be decided only after seeking answers of following questions:-

- (1) What is Intellectual Property?
- (2) Can Gurbani be termed as anybody's Intellectual Property?
- (3) If the answer of question (2) above is in affirmative then who can claim intellectual property rights over Gurbani?
- (4) Does Facebook on its own compare the content and removes content posted by others except the original source?
- (5) If the answer of question (4) above is 'No' then what is the actual procedure in this regard?
- (6) Does Facebook use the term intellectual property on its own as technical terminology after it removes the content posted by others than the original source?
- (7) If the answer of question (6) above is 'No' then what is the actual position in this regard?

### **(1) WHAT IS INTELLECTUAL PROPERTY?**

Intellectual Property are basically those ownership rights which one holds for any work or creation which is created by him/her using his/her intellect.

A write-up of a writer, novel of a novelist, story of a story-writer/teller, performance of an artist, music composed by any musician, or invention of a scientist are some of the examples of intellectual property.

### **(2) CAN GURBANI BE TERMED AS ANYBODY'S INTELLECTUAL PROPERTY?**

It is clarified in Guru Granth Sahib that 'ਵਾਹੁ ਵਾਹੁ ਬਾਣੀ ਨਿਰੰਕਾਰ ਹੈ ਤਿਸੁ ਜੇਵਡੁ ਅਵਰੁ ਨ ਕੋਇ॥' and 'ਹਉ ਆਪਹੁ ਬੋਲਿ ਨ ਜਾਣਦਾ ਮੈ ਕਹਿਆ ਸਭੁ ਹੁਕਮਾਉ ਜੀਉ॥', and it is told to everybody that Gurbani is 'Akal Purakh' Himself. Therefore, it is clear that Gurbani can not be termed as anybody's intellectual property as Gurbani is not the creation of anyone's intellect.

### **(3) WHO CAN CLAIM INTELLECTUAL PROPERTY RIGHTS PERTAINING TO GURBANI?**

When Gurbani can not be termed as anyone's intellectual property, the question of anyone having intellectual property rights over Gurbani does not arise.

### **(4) DOES FACEBOOK ON ITS OWN COMPARE THE CONTENT AND REMOVES CONTENT POSTED BY OTHERS EXCEPT THE ORIGINAL SOURCE?**

PTC Network's President has maintained that Facebook, on its own, matches the audio and visual of a content posted on this platform and identifies that what is the original source of the content. After that Facebook on its own blocks and removes the same content posted by others. This committee thoroughly analysed the technical system of Facebook in this regard and found that Facebook does not initiate any such proceedings on its own. So the specific answer to the question is 'no'.

### **(5) FACEBOOK ACTS ON RECEIVING A COMPLAINT:**

In a study/probe carried by this committee, it is found that Facebook initiates the process to remove the matching content only on receiving a complaint/report to be filed by someone

i.e. the complainant (Annexure 53).

It was also found that the process of filing a complaint/report is a multi-step process (See Annexure 53 to 60) and Facebook duly cautions the aspirant complainant that “submitting a report of intellectual property infringement is a serious matter” (Annexure 59).

In this process when the complainant proceeds with the complaint even after reading the caution note, only then he/she gets the access to next fields to be filled for filing the complaint/report. (Annexure 59 and 60).

In this whole process, besides other information, the complainant has to provide information about the source and content against which he/she is to file a complaint/report. (Annexure 60, Page 3).

In the reporting process, the complainant is also required to share the link of source content, with which the content complained against is matched. (Annexure 60, Page 3 & 4).

Facebook also requires the complainant to provide his/her information, which is later shared with the party against whom the complainant files the complaint (Annexure 60, Page 2 and Annexure 50).

So, in the probe undertaken by this committee it is found that PTC Network's president's claim that Facebook on its own removes the matching content posted by other sources is totally incorrect. Instead the process to remove the matching content is initiated by Facebook only on receiving a complaint/report in this regard. Therefore, it is the complainant, and not Facebook, who initiates the process of removing the matching content.

**(6) DOES FACEBOOK USE THE TERM INTELLECTUAL PROPERTY ON ITS OWN AS TECHNICAL TERMINOLOGY AFTER IT REMOVES THE CONTENT POSTED BY OTHERS THAN THE ORIGINAL SOURCE?**

The committee found in its probe into Facebook's documents and process that PTC Network's president's claim that Facebook on its own uses the term 'intellectual property' as technical terminology while removing any content, is also totally incorrect. So the specific answer to the question is 'no'.

**(7) WHAT DOES FACEBOOK'S DOCUMENTS AND THE PROCESS TELL IN THIS REGARD?**

Upon scrutiny of Facebook's documents it was found that Facebook makes the complainant confirm the declaration that the use of content by the party against whom complaint is filed has resulted in infringement of intellectual property rights of the complainant. This declaration is akin to a declaration which is must for any affidavit to be filed in a legal proceeding without which the affidavit is not considered as valid. In this declaration it is re-ensured that the person signing on the affidavit knows the content of the information he/she is providing in the affidavit. Similarly, through this declaration, Facebook re-ensures that the complainant knows that the content in question is his/her intellectual property and he/she is filing a complaint for infringement of his/her intellectual property rights.

## GUIDING PRINCIPLE IF SOMEONE CLAIMS GURBANI AS HIS/HER INTELLECTUAL PROPERTY:

Before proceeding ahead, it is necessary to clarify about how to address the matter if someone claims Gurbani as his/her intellectual property?

In the light of Gurmat it is clear that terming Gurbani as intellectual property is grave *beadbi* (sacrilege) and whoever claims Gurbani as his/her intellectual property is guilty of committing grave *beadbi* of Gurbani.

## FINAL ANALYSIS, CONCLUSIONS & RECOMMENDATIONS:

- (A) It has become clear in preceding discussion that the Facebook blocks and removes any content only on receiving a report/complaint, and Facebook requires complainant to provide requisite information about himself/herself, which is shared with the other party against whom such complaint is filed. In its notices sent to the Sikh Siyasat, Facebook makes it clear that the complainant who had requested removal of 10 January 2020 Hukumnama Sahib, are PTC Punjabi and G Next Media Pvt. Ltd. (See Annexure 44 and 50).
- (B) From the notice served on Sikh Siyasat by Facebook, it is clearly established that PTC Network's owner company G. Next Media Pvt. Ltd. secured removal of 10 January 2020 Hukumnama Sahib recited at Sri Harmandar Sahib, Sri Amritsar from Facebook by claiming that the Hukumnama Sahib was G. Next Media Pvt. Ltd's intellectual property and Sikh Siyasat's move to post Hukumnama Sahib on its Facebook page has resulted in violation of its' (G Next Media Pvt. Ltd's) intellectual property.
- (C) In the light of previous discussion about the process of filing a report/complaint to Facebook, it is also clearly established that the G Next Media Pvt. Ltd. was aware that filing such a complaint was a serious matter, still it chose to file a report/complaint with Facebook seeking removal of Hukumnama Sahib.
- (D) It is also discussed earlier that Facebook requires complainant to compulsorily make a declaration regarding intellectual property rights claim therefore it is evident that G Next Media Pvt. Ltd. asserted a clear claim that it has intellectual property rights over the Hukumnama Sahib, and after making such a declaration submitted its report/complaint to Facebook. After which, acting on such declaration, Facebook processed the report/complaint and removed Hukumnama Sahib from Sikh Siyasat's Facebook page.
  - (1) So, clearly the G Next Media Pvt. Ltd. not only asserted termed Gurbani as its intellectual property rather by making a declaration to Facebook, and thereby taking responsibility in this regard, ensured that Facebook completes the process of removing Hukumnama Sahib.
  - (2) The information about the complainant provided by Facebook has the email address of PTC Network's president Rabindera Narayanan (See Annexure 50 & 62). This email address is listed as his personal email address on his personal Facebook page. The fact

of his email address being the email address of the complainant establishes his responsibility for asserting intellectual property rights over Gurbani.

- (3) Rabindera Narayanan attempted to deceive Sikh sangat by lying that Facebook on its own removes the Hukumnama Sahib and term intellectual property is also used by Facebook on its own as technical terminology.
- (4) Though on behalf of PTC Network Rabindara Narayanan had stated in statement issued on 14 January 2020 that “We want to clarify that we have no objections, nor we will have any objections, to anyone disseminating the Hukumnama Sahib to the Sangat through their own medium” (Annexure 52), but despite of this statement, PTC Network, Rabindra Narayanan and G Next Media Pvt. Ltd. has not withdrawn the notice sent to the Sikh Siyasat through which they had asserted intellectual property rights over the Gurbani.
- (5) On scrutiny of notices sent to the Sikh Siyasat by Facebook, it also becomes evident that PTC Network, Rabindra Narayanan and G Next Media Pvt. Ltd. could have withdrawn report/complaint anytime, in which they had claimed intellectual property rights over Gurbani, and on the basis of which Facebook had taken action to block and remove Hukumnama Sahib. (See Annexure 50).
- (6) In order to re-verify this fact, the committee re-checked this while finalizing this report and found that PTC Network, Rabindra Nayaranan and G Next Media Pvt. Ltd. has not withdrawn their claim in which they had maintained that Gurbani was their intellectual property (See Annexure 61).
- (7) In this situation, the fact of not withdrawing aforesaid notice and claim shows that PTC Network, Rabindra Narayanan and G Next Media Pvt. Ltd. are continually engaged in committing *beadbi* of Gurbani.
  - (i) PTC Network and its owner company G Next Media Pvt. Ltd. have committed beadbi of Gurbani for which due action should be taken against them.
  - (ii) Keeping in view the *Satikor* (utmost respect) of the Gurbani, the responsibility of Gurbani broadcast should be withdrawn with immediate effect from PTC Network and G Next Media Pvt. Ltd. who are responsible for committing *beadbi* of Gurbani so that they do not repeat the beadbi of Gurbani by making such claims again.
  - (iii) PTC Network's President and MD Rabindra Narayanan is personally responsible for terming Gurbani as intellectual property for which due action should be taken against him.
  - (iv) Strict action should also be taken against officials, office bearers and employees of PTC Network and G Next Media Pvt. Ltd. who are responsible for completing the process of intellectual property claim over Gurbani.
  - (v) By not withdrawing the claim and notice terming Gurbani as intellectual property, PTC Network, Rabindra Narayanan and G Next Media Pvt. Ltd. continued to commit *beadbi* of Gurbani for which strict action should be taken against Rabindra Narayanan and others, responsible in this regard.

## PART 5

# TELECASTING BY OTHER RELIGIOUS SHRINES, A COMPARATIVE STUDY:

### HINDU SHRINES:

As discussed earlier Tirumala Tirupati Devasthanam decided to start its own channel in 2007. A company named Sri Venkateswara Bhakti Channel was incorporated and had a paid up capital of a meager one lac.

Today Sri Venkateswara Bhakti Channel runs a full 24 hour entirely religious channel and is available across 72 countries. Its brochure along with details of programs, its telecast, advertisement rates and terms and conditions are attached. (Annexure 18).

Apart from this Shri Mata Vaishno Devi Shrine Board, Katra invites tenders for companies seeking permission in regard to live telecast of Atka-Aarti before the holy cave, twice a day (of about 2 hours duration each).

Some of the key terms and conditions are as follows. (Annexure 40; Clause 1, sub-clause i).

- 1) The bidder must possess necessary permission from the Ministry of Information and Broadcasting, Government of India, for up-linking a Television Channel, for which the bidder shall submit necessary documentary evidence. Besides, the bidder must furnish the documentary evidence of the permission with regard to undertaking the live up-linking, granted by the Ministry of Information and Broadcasting.
- 2) The bidder must submit attested copies of Audited Balance Sheets, and Profit and Loss account of the last three years.
- 3) The reserve bid for the non-exclusive license shall be Rs. 540.00 lakh for three years. i.e. Rs. 180.00 lakhs per year.
- 4) The video/voice data shall be an exclusive property of the Shrine Board. The licensee shall, under no circumstances, use the feed of video/voice data of Atka-Aarti for sharing with/selling to any other channel/agency etc. for commercial **purpose or otherwise, without securing a written permission** from the Chief Executive Officer, Shri Mata Vaishno Devi Shrine Board on mutually agreed terms and conditions. The Shrine Board reserves the right to consider or reject any such request by the licensee.
- 5) That on receipt of any complaint from the pilgrim/yatri/Officer/Official of the Shrine Board on account of **violation of terms and conditions** of the NIT OR misbehaviour with the staff/yatries etc. or displaying of any **unauthorized contents** during the live Atka-Aarti, the fact shall be got verified through an officer duly authorized by the Addl. Chief Executive Officer/Chief Executive Officer for the purpose. If the complaint upon verification is found true, the Licensor will be at liberty to impose **monetary penalty amounting to Rs. 50,000/- (Rupees Fifty Thousand Only) on the Licensee for each complaint, which the licensee shall be bound to pay, failing which the license can be revoked.**
- 6) The Chief Executive Officer/Addl. Chief Executive Officer shall be at liberty to revoke

the license in case any condition of the NIT/ Agreement is violated and in that case the licensee shall be prohibited to continue his operations and shall remove his/her belongings without any demur or objection. In addition to, and without prejudice to the right of the Shrine Board, **to terminate the** permission/agreement for violation of the obligations/conditions of the Agreement/NIT or the Law, Shrine Board shall have a right to terminate permission/license by giving two months notice in writing for whatever **reason. In such an event the Shrine Board shall be under no obligation to** give any reasons for its decision to put to an end, the agreement/license. Moreover, the second party shall also have the right to end the agreement by serving three months prior notice in writing. However, such an action of the second party shall not entitle it for recovery of the **license fees on proportionate basis.**

- 7) For availing electric/water/telephone connection facility, the licensee shall apply for grant of the connection directly to the concerned Department along with NOC from the Shrine Board. The Electric/ Water/telephone connection shall be sanctioned by the concerned Department for a period of one year only, subject to completion of all necessary formalities and fulfillment of requisite conditions by the licensee. These connections shall have to be renewed by the licensee itself, for the remaining period of license again subject to NOC from the Shrine Board. The licensee shall be liable to pay rental charges and other taxes, GST, levies and cess that may be imposed by the concerned Department for the use of such services.

## MUSLIM SHRINES

In case of Muslim shrine at Mecca, the Saudi Broadcasting Corporation (SBC) has set up a broadcasting master control room. The prayers are broadcast daily live from the area of al-Haram Mosque where millions come to perform Hajj and other holy shrines around Mecca.

The prayers captured live by large numbers of cameras are broadcast live on Al-Quran Al-Kareem channel and are also fed to other broadcasters and online outlets.

## OTHER SHRINES

Apart from this many other examples of temples like Kashi Vishvanath or Jaganth Puri, various Mosques and Buddhist places of worship are available which have developed significantly better systems for broadcast of religious ceremonies based on their religious beliefs.

## PART 6

### WAY FORWARD

As we have seen that there are numerous options available, like (a) having your own channel, (b) extending non-exclusive responsibility of broadcast to third parties or (c) giving conditional open access to all channels, (d) developing a free for all (Nishkam), common (Sarab Sanjha) and collective (Sangti-jugat) system taking guidance from Gurmat principles.

With the advent of newer technologies in the media space there are even more technical options available nowadays.

So, the basic point is that of developing a system. The committee suggests that a system in accordance with the idea listed as (d) above should be developed.

Moreover, developing a free for all (Nishkam), common (Sarab Sanjha) and collective (Sangti-jugat) system taking guidance from Gurmat principles would include, but not limited to, options listed above as (a), (b) and (c) also.

The committee suggests that a community wide suggestion seeking campaign should be run and opinion be sought from subject matter experts too regarding this issue.

The campaign needs to collect opinions of Sikh Sangat across Punjab, other parts of India and Sikh diaspora across the world. A wide variety of research methodology tools can be employed to collect and analyse the suggestions so collected.

Notably, a number of Sikh bodies, including Gurdwara management committees and Sikh organisations, have adopted resolutions urging the SGPC to develop, free and common (Sangati Jugat) for broadcast of Gurbani pravan from Sri Harmandar Sahib, Sri Amritsar. Copies of these resolutions attached as Annexure 63 to 67.

The guiding principle to be formed for any such system should be in accordance with the Gurmat, keeping in view the aims and objectives of the broadcasting i.e. prachar-prasar of the Gurbani in a free, common, collective and respectable manner.

Following guidelines are being presented by this committee, as a list of non-exhaustive suggestions:

- (a) Gurbani pravah's broadcast can not be commercialised in any manner, as Gurbani pravah can not be commercialised in itself.
- (b) No one should be allowed to establish 'sole, exclusive and absolute' control over the Gurbani pravah as Gurbani is Sarab-Sanjhi.
- (c) The platforms who wish to do prachar-prasar (dissemination) of Gurbani pravah, should not indulge in dissemination of such content which is against the Gurmat principles or promotes Panj-Vikaars, or lifestyle based on Panj-Vikaars.
- (d) Some system of preempted and recurring monetary contribution could be devised for commercial platforms, who wish to considerably use the broadcast of Gurbani pravah. These platforms should also be bound by other guidelines, which may be specified from time to time, and none of these platforms would get exclusivity or any sort of rights over

the Gurbani pravah broadcasted by them, i.e. the broadcast aired/telecasted by them would be considered Sarab-Sanjha (in technical terms such content will be considered creative common).

If this idea or vision attracts the attention of the Sikh Sangat, and Sikh sangat takes initiative to draft detailed guidelines, the committee members would humbly offer all possible services in drafting such guidelines