# WORK MADE FOR HIRE IN THE GIG ECONOMY: WHY SECTION 17 OF THE INDIAN COPYRIGHT ACT FAILS THE MODERN INDIAN WORKER

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## ABSTRACT

*The concept of "work made for hire" presents an exception to the general rule contained in Section 17 of the Copyright Act, 1957, as per Indian Law. Generally, the author of the work is ordinarily the first owner of the work. However, an exception arises in the context of works created by employees within their 'course of employment'. It mentions that in such a case, the rights of the first owner of the work may vest with the employer and not the employee. Although this framework was adapted in the year 1957, which was an era constituting traditional workplace settings and often factory–related employer– employee relationships. The distinction between personal and professional work was clearer and well suited for this kind of framework, but it becomes slightly outdated in modern times and with the existence of a gig economy containing freelancers, remote workers, moonlighting, gig workers, startup culture, etc. The technological advances arising thus result in blurring of distinction between personal and professional creative activity and outputs. This often leads to the raising of complex questions regarding ownership of employee- created work.*

*This essay argues that the statutory phrase 'in the course of employment' is increasingly outdated and inadequate in addressing contemporary employment-related realities. The current Copyright Act provides limited guidance regarding the scope of this phrase, especially in situations related to side projects, entrepreneurial ventures, independently created works, etc during the pursuance of employment. This problem is further elevated by clauses in contemporary agreements related to employment, containing language used in form where the scope is widened by using terms like 'during the term of employment' instead of 'course of employment'. This leads to a situation where ownership of the work created is determined by contractual arrangements instead of language contained in statutory provisions.*

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*This essay demonstrates that these existing frameworks disproportionately and inappropriately burden the workers engaged in side projects, entrepreneurial ventures, gig work, etc. during their employment, through examination of the legislative rationale behind section 17 of this Act, contemporary contractual practices, relevant judicial developments and challenges posed by modern-day labour markets. This essay concludes with proposing reforms aimed at clarifying standards around ownership, safeguarding and securing individual inventions, and achieving a more overall equitable balance between the interests of employers and rights of employees in the modern era.*

## INTRODUCTION

A legal associate was employed at a prestigious law firm with employment duties related to legal research, assistance, drafting, etc. However, on weekends he would spend his time developing an advanced AI- powered contract reviewing and drafting platform wholly using his personal laptop, his acquired skills and experience and tools and resources unconnected to his employer. Over time, his hard work paid off, and the platform became a huge commercial success as a legal technology AI venture. However, a dispute arose as to who is real owner of intellectual property thus created, whether it is the employee who created it or is it the employer during whose period of employment it was created? This question becomes even more difficult when the setting is changed from traditional factory work structures to the current modern economy characterised by the gig economy and workers, remote workers, freelancers, moonlighting, startup culture and the growing merger of technology into the professional world and services offered.

Now, as per the statutory definitions, the Copyright Act, 1957 particularly govern this area, where section 17 establishes a general principle that the author of a work is its first owner. For example, a person who wrote a non- fiction novel, i.e. is its author, becomes the first owner of the intellectual property thus created, i.e., the novel. However, it becomes more difficult as we move on, especially section 17(c), which concerns works created by employees. It mentions that where a work is made in the course of the author's employment under a contract of service or apprenticeship, to which clause (a) or clause (b) does not apply, [1]the employer shall, in the absence of any agreement to the contrary, be the first owner of the copyright therein. This simply means that unless a contract states otherwise, any work created by an employee while

[1] Copyright Act 1957, s 17

doing his job or duties assigned to him as part of his job, the employer automatically owns that copyright. This works well for a traditional factory-based workplace setting where boundaries between professional and personal activities were relatively clear and where creative works were generally produced within the physical and organisational space of the employer.

The existence of the rule in itself isn't responsible for ambiguity; rather, it is the phrase upon which this whole rule depends, i.e., "course of employment". Now it could be simply defined as defining the time, place, and circumstances under which an employee's actions are considered work-related. Yet its precise scope is provided with very little guidance by the Copyright Act. This leads to arising of questions like what exactly constitutes course of employment in era of gig workers and freelancers? What if work is carried out on weekends, outside working hours and with the use of resources unrelated to the employer? What if it is unrelated to assigned duties but relates to the employer's industry or commercial interests? These commonly arising questions fail to find appropriate answers under the Copyright Act.

These uncertainties have become more prominent in the contemporary gig economy where workers frequently occupy multiple professional identities simultaneously. A freelancer designer may work for multiple clients along with his personal project, a lawyer may develop a legal technology venture along working as a professional for a firm, a software engineer might operate a startup working simultaneously with his employment in a company. Workers in modern times can be a freelancer, creator, entrepreneur, and employee at the same time. This makes it even more difficult for the underlying section 17 to reflect the realities of the modern labour market adequately.

Moreover, these statutory challenges are further amplified by contemporary employment contracts and the clauses they contain. Rather than relying upon the language of the section solely, employers often use language with a much wider and more expansive scope. A review of an employment agreement revealed the language used in the clause having a much wider scope than what is defined in the Act. It mentioned that "The Employee acknowledges that any work including without limitation inventions, designs, ideas, concepts, drawings, working notes, artistic works that the Employee may individually or jointly conceive or develop during the term of Employment are "works made for hire" and to the fullest extent permitted by law, Employee shall assign, and does hereby assign, to the Employer all of Employee's right, title and interest in and to all Intellectual Property improved, developed, discovered or written in such work". The language used in this clause is noteworthy. On one hand where section 17 of

Copyright Act allocates ownership of works to those intellectual properties created during "course of employment" the modern time agreements often contain such a clause where the language used widens the scope by mentioning "during the term of employment" instead of "course of employment". The distinction between the two is significant, as the former covers the duties assigned to the employee by the employer for purposes of his employment, whereas the latter focuses on extending the ownership claim to even the intellectual property created or developed outside the scope of employment or the assigned duties to the employer. This results in a situation where practicality of ownership depends on contractual drafting rather than statutory language itself of provisions of the Copyright Act.

## WORK MADE FOR HIRE IN PRACTICE: THE EXPANSION OF EMPLOYER OWNERSHIP THROUGH CONTRACT

While section 17 of the Indian Copyright Act establishes the statutory framework governing ownership of employee- created intellectual property works, the contractual drafting pragmatically allocates rights of intellectual property. Contemporary employment contracts often contain clauses that regulate the ownership of intellectual property by containing language with a far wider scope than what is defined under the provisions of the Act. To understand the contemporary operation of the 'work for hire' doctrine, one requires examination not only based on statutory provisions alone but also of contractual drafting mechanisms through which employers often seek to secure the ownership of the intellectual property created by the employee.

A recurring pattern is revealed through review of contemporary employment agreements. Employers often rely on more expansive language and a wider scope in the language used in clauses rather than merely using or reproducing language contained in section 17 of the Act. One such clause was that "The Employee acknowledges that any work including without limitation inventions, designs, ideas, concepts, drawings, working notes, artistic works that the Employee may individually or jointly conceive or develop during the term of Employment are "works made for hire" and to the fullest extent permitted by law, Employee shall assign, and does hereby assign, to the Employer all of Employee's right, title and interest in and to all Intellectual Property improved, developed, discovered or written in such work". This simply means that any invention, design, idea, concept, drawing, working note, artistic work that employee develops on his own even in his personal space during term of employment would be treated as 'work for hire' and that all rights, title and interest in it to all intellectual property

improved, developed, discovered on written in such work automatically resides with the employer. The key thing worth noting is the usage of 'term of employment' instead of 'course of employment', which leads to providing a wider scope to the employer, and as a result, he gets the right to works even created in personal space with personal resources of the employee simply because it was developed during the time he was employed at the firm of the employer. This distinction where the 'course of employment' refers to working limits of the employee the latter refers to mere existence of employment relationship. On the one hand, where the former is focused on answering the question of whether the work created was in connection with professional responsibilities assigned to the employee, the latter focuses on simply whether the employee was employed at the time of creation of the property.

The consequences of this become evident when viewed through the lens of the realities of contemporary employment. Consider a lawyer employed by a law firm who develops a separate legal tech AI tool for automating contract reviewing and drafting on weekends using a personal laptop and independently acquired resources. Alternatively, consider a software engineer employed by a technology company who spends evenings building an innovative technology platform intended to automate his workload. In both situations, the creations may not form part of the employee's assigned duties and may have been developed entirely outside official working hours. Under a strict interpretation of Section 17, a plausible argument may exist that such works were not created in the course of employment. However, a broadly drafted contractual clause, which is commonly found in contemporary times, may nevertheless seek ownership merely because the creations were developed while the employment relationship continued to exist and the employee was employed at the firm.

A second noteworthy feature of such clauses is their wide scope and expansive subject matter. Section 17 of the Indian Copyright Act primarily concerns copyright ownership in recognised categories of protected works. Contemporary contractual clauses, however, frequently extend beyond completed copyrightable works and seek ownership over ideas, concepts, inventions, notes, designs, and preliminary materials. By doing so, they attempt to capture intellectual output at a preliminary stage of development rather than that contemplated by traditional copyright principles. The result is an expansion of employer control beyond finished works and into the broader process of innovation itself.

Another equally significant factor is the use of automatic assignment language. Contemporary Employment agreements often provide that the employee "does hereby assign" all rights, title,

and interests in relevant intellectual property to the employer. Wording of such kind is designed to minimise future ownership disputes by ensuring that any rights potentially retained by the employee are contractually transferred to the employer. As a result, even where statutory ownership under Section 17 may be uncertain or in a slight grey area, the contractual provisions may operate in a way to strengthen the employer's position considerably.

The increasing reliance upon such clauses in agreements demonstrates a broader transformation in the governance of intellectual property ownership. In actual practice of law, disputes around such themes are often resolved not solely through interpretation of Section 17 of the Copyright Act but through analysis of contractual language drafted and negotiated at the commencement of employment. This leads to development of raising vital concerns regarding bargaining power of the employee. Many employees, particularly fresh graduates and young professionals who are just entering the professional field to pursue their career, possess limited ability to negotiate intellectual property provisions contained in standard-form employment agreements. As a result, they may unknowingly agree to clauses that extend far more significantly than the ownership framework proposed by the Copyright Act.

This gap between statutory language interpretation and contractual practice therefore lies at the centre of the contemporary work-for-hire debate. On one hand, Section 17 attempts to allocate ownership based upon the concept of works created by the employee in the course of their employment; contemporary contracts increasingly seek ownership over creations developed during the broader period of employment itself. This shift in approach towards ownership of work thus reflects the growing desire of employers to secure complete control over intellectual property created.

This simultaneously raises questions regarding fairness, innovation, and the rights of employees engaged in independent freelance, gig or entrepreneurial activity. These concerns become more evident when examined within the context of the modern gig economy and evolving patterns of creative work.

## THE GIG ECONOMY CHALLENGE

The assumptions defining Section 17 of the Copyright Act were developed in a traditional era where employment relationships were comparatively straightforward and easier to demarcate. Traditional employment was generally characterised by fixed workplaces, clearly defined working hours, singular employer-employee relationships, and a relatively clear distinction

between professional and personal activities. In such circumstances, determining whether a work was created in the course of employment or not was comparatively often a simple exercise. However, with the emergence of the gig economy and technology-driven labour markets, the nature of work is fundamentally altered, making these assumptions increasingly difficult to apply.

One of the most prominent characteristics of the contemporary workforce is the emergence of multiple professional identities. Unlike traditional workers who were largely confined to a single profession or employer, contemporary individuals can frequently perform several roles simultaneously. A software engineer may operate a startup while maintaining full-time employment. A lawyer may work at a law firm while developing legal technology solutions or educational platforms using artificial intelligence. A graphic designer may provide freelance services to multiple clients while simultaneously building an independent creative brand. As a result, the modern worker is no longer merely an employee but may simultaneously be a creator, entrepreneur, freelancer, consultant, and innovator.

This transformation thus presents a direct challenge to the framework established under Section 17. This provision assumes that intellectual creations can be easily classified as either personal or professional. But in the real practical world, however, such distinctions have become increasingly blurred. An employee, on one hand, may acquire specialised skills, industry knowledge, and technical expertise during the course of employment and subsequently utilise those skills to develop an independent project outside working hours. While the project itself may have been created using personal resources and without any direct involvement of the employer, questions may still arise regarding ownership due to the employee's existing professional relationship with the employer.

The rise of remote work culture has further complicated the issue. Historically, physical location and on-site employment often served as a useful indicator in determining whether an activity was connected to employment or not; i.e. determining whether certain activity was being performed in 'course of employment' or not was comparatively easier. Work performed within the employer's premises was generally regarded as employment-related, i.e. within the course of employment. On the contrary, activities carried out elsewhere were often easier to classify as personal and out of the course of employment. However, the widespread adoption of remote and hybrid work arrangements has significantly weakened this distinction and blurred the boundaries. Employees can now perform professional responsibilities from homes,

co-working spaces, cafés, and other remote locations. The workplace is no longer defined by geography but instead by connectivity. As a result, traditional indicators used to determine the scope of employment have become increasingly unreliable and outdated.

The challenge becomes particularly apparent when considering side projects and entrepreneurial ventures. Contemporary economies actively encourage innovation, entrepreneurship, and the development of new technologies. Universities, governments, and private organisations have been consistently promoting startup culture and independent innovation as drivers of economic growth. However, at the same time, many employees continue to maintain traditional employment relationships for survival reasons, such as financial security, alongside pursuing independent ventures. The legal uncertainty and grey area surrounding ownership of intellectual property created in such circumstances may discourage individuals from engaging in such innovative, creative, entrepreneurial-type side projects.

Now, for an example, let's consider a lawyer who is employed at a law firm, and he develops a legal tech artificial intelligence platform capable of automating contract review, document drafting and legal research. Let's assume that the platform is developed entirely outside his working office hours, using his personal resources and independently acquired technical knowledge. While the project may have no direct connection to the lawyer's assigned responsibilities, i.e., his course of employment, it nevertheless operates within the broader legal industry. In such circumstances, determining whether the resulting intellectual property belongs to the employee or the employer becomes increasingly difficult and falls into a grey area. Similar concerns arise when software developers create independent technical innovative applications, engineers develop innovative gadgets or products, and designers establish separate creative ventures while continuing their employment elsewhere such as freelancing etc.

This uncertainty surrounding ownership has broader economic consequences. Intellectual property frequently represents the most valuable asset possessed by startups and early-stage ventures. Ownership of these intellectual properties determines who may commercialise a product, attract investors, license and patent technology, and expand a business. Where ownership remains in a grey area or uncertain, investors may feel reluctant to commit resources due to the possibility of future disputes. As a result, unclear ownership frameworks may discourage innovation, investments, and hinder entrepreneurial activity, particularly among

individuals attempting to transition from employment to independent enterprise, summing up to an overall decline in the growth of an economy.

This problem becomes even more prominent within the gig economy. Gig workers often provide services to multiple clients simultaneously and may operate through digital platforms rather than traditional employment structures. Many individuals combine freelance work and creative innovations with their part-time or full-time employment, which creates an overlapping professional relationship structure. Such arrangements challenge the assumptions laid out in Section 17, which was drafted as per the suitability of traditional arrangements where the backdrop was relatively stable and consisted of singular employment relationships. The rising prevalence of flexible work arrangements raises important questions regarding whether existing legal frameworks remain capable of effectively allocating ownership of intellectual property to the creators or are they outdated as per the needs of contemporary world problems.

The cumulative effect of these developments is that the phrase "in the course of employment" now operates within an economic environment which is vastly different from the one in which it was originally adopted, i.e. the traditional era. The distinction between personal and professional activity has become increasingly difficult to maintain; the differentiating lines are increasingly getting blurred between these two, while technological advancements have empowered individuals to create commercially valuable intellectual property with minimal resources. As a result, disputes concerning ownership of employee-created intellectual property are likely to become more frequent and more complex in the years ahead if the statutory provisions are not amended as per the needs of contemporary labour markets.

Moreover, these developments raise an important question as to how Indian courts have approached disputes involving employer ownership, employee rights, and intellectual property created within the context of employment relationships. An examination of judicial decisions provides valuable insight into the manner in which courts have interpreted these often-competing interests and highlights both the strengths and limitations of the existing legal framework as per the contemporary needs of the labour market.

## JUDICIAL TREATMENT AND EMERGING CONCERNS

While Section 17 provides the statutory framework required for governing ownership of copyright in employment relationships, the Indian courts have played an important role in shaping the pragmatic boundaries of employer and employee rights. These decisions reveal a

consistent attempt to balance competing interests: on one hand, the legitimate need of employers to protect investments, confidential information, and commercially valuable intellectual assets; and on contrary, the right of employees to utilise their skills, experience, and creativity beyond the confinements of a particular employment relationship. Although these decisions provide valuable guidance, they also expose the limitations of legal principles developed largely within traditional employment structures.

In *Emergent Genetics India Pvt. Ltd. v. Shailendra Shivam,* which was regarding DNA sequencing and breeding documentation to be constituted as 'literary work' under the Copyright Act[2], the Delhi High Court held that DNA sequences can't be classified as 'literary works' since the Copyright Act protects the expression of an idea and not the factual or natural existence of the idea. By doing so, the court recognised the importance of protecting intellectual and commercial interests developed within an organisational framework. Similarly, in *Zee Telefilms Ltd. v. Sundial Communications Pvt. Ltd*[3] which was regarding the issue of a similar television show about Lord Krishna, the Bombay High Court held that the expression of an idea is protected under the Copyright Act and thus granted an injunction permanently stopping Zee Telefilms from proceeding with a similar serial. Through these decisions, the courts reflect recognition that a business invests a substantial number of resources in creating intellectual assets, and they should thus receive meaningful legal protection in case of any misappropriation.

Moreover, in *American Express Bank Ltd. v. Priya Puri,* [4]revolving around the issue of post-employment restraints and trade secret protections, the Delhi High Court, to distinguish between confidential information belonging to an employer and professional skills and expertise acquired by the employee during employment, held that under section 27 of the Indian Contract Act, 1872[5], any agreement that restrains someone from exercising a lawful profession, trade or business is void. Moreover, the court further added that knowledge of customer names and preferences acquired through daily, routine business dealings is a matter of an employee's personal skills and expertise and doesn't constitute a breach of a highly confidential trade secret. A similar kind of approach was observed in *Noah v Shuba 1991*[6]*,* where the main issue was whether the copyright belonged to Dr Noah or his employer; the court observed that since

[2] *Emergent Genetics India (P) Ltd v Shailendra Shivam* 2011 SCC OnLine Del 5172.
[3] *Zee Telefilms Ltd v Sundial Communications Pvt Ltd* 2003 (27) PTC 457 (Bom) (DB)
[4] *American Express Bank Ltd v Priya Puri* 2006 SCC OnLine Del 638.
[5] Indian Contract Act 1872, s 27
[6] *Noah v Shuba* [1991] FSR 14 (Ch).

writing the guide was not part of his normal assigned duties, i.e. not in his 'course of employment', the copyright stays with Dr Noah. Another remarkable case is *V.T. Thomas v. Malayala Manorama Co. Ltd.,* [7]revolving around a dispute of creative ownership of two cartoon characters, 'Boban' and 'Molly'. The main issue was whether the copyright for a character created during employment belongs to the employer or employee (creator in this case). The Kerala High Court in this case made an important distinction between a published artwork and the foundational Intellectual property, which in this case are the strip and the character, respectively. It ruled that since the characters were original intellectual creations of VT Thomas, he retains the rights associated with them.

Focusing upon protection of confidential information and proprietary business materials, the court in *Rajesh Masrani v. Tahiliani Design Pvt. Ltd.* [8]held that copyright is a negative right that subsists as soon as an original artistic idea is expressed, and registration under the Designs Act is not a mandatory prerequisite to claim copyright infringement. Likewise, *Burlington Home Shopping Pvt. Ltd. v. Rajnish Chibber*[9] demonstrates judicial willingness to intervene wherever valuable commercial information and intellectual assets are improperly appropriated.

Through all these cases a common principle emerged which is that courts generally seek to avoid extreme positions and neither grant employers unrestricted control over every aspect of intellectual property created by the employee nor does it permit employees to freely appropriate confidential information. However, despite providing such valuable guidance, the decisions are still based on an era before the arrival of gig platforms, startup culture, moonlighting, etc. and thus only partial guidance is provided instead of offering a complete, comprehensive solution.

## REFORMING SECTION 17 FOR THE MODERN INDIAN WORKER

Throughout this essay, the analysis undertaken demonstrates that the challenges surrounding ownership of employee-created intellectual property in the contemporary world arise not because the underlying objective of Section 17 is flawed, but because the provision was drafted for a labour market that was prevalent in the traditional era and that no longer exists in its original form. The rise of gig work culture, remote work, digital entrepreneurship, freelancing, and startup culture has fundamentally altered the relationship between employees, employers, and intellectual property. As a result, a meaningful reform is necessary to ensure that the law

[7] *V.T. Thomas v Malayala Manorama Co Ltd* AIR 1989 Ker 49
[8] *Rajesh Masrani v Tahiliani Design Pvt Ltd* (2009) 39 PTC 21 (Del).
[9] *Burlington Home Shopping Pvt Ltd v Rajnish Chibber* 1995 PTC (15) 278 (Del).

continues to balance both the employer investment and employee innovation in an increasingly knowledge-driven economy.

First of all, a primary area requiring reform is the absence of a statutory definition of the phrase "in the course of employment." Despite being the foundation upon which Section 17(c) operates, the Copyright Act provides little guidance regarding the factors that would determine whether a particular work falls within the scope of employment or not. To mitigate the uncertainty surrounding this factor and to improve predictability for both employers and employees, a legislative clarification is required. Such a definition would aid courts to consider factors including the employee's assigned duties, the degree of employer supervision, the use of employer resources, the location and timing of creation, and the connection between the work and the employee's contractual responsibilities. In this manner, a multi-factor approach would be considerably more effective than relying upon current frameworks that are vague and undefined.

Secondly, another reform should involve the creation of statutory protection for independently developed side projects. The contemporary economy increasingly depends upon individuals who simultaneously function as employees, creators, entrepreneurs, and innovators. In fact, many commercially valuable innovations are developed outside official working hours through the use of personal resources and independent effort. Therefore, the law should establish a rebuttable presumption that works created outside working hours, without substantial use of employer resources, and unrelated to duties assigned as per employment, belong to the employee. Such a framework would encourage innovation while preserving the employer's ability to claim ownership where a genuine connection to employment exists.

Thirdly, the growing use of expansive intellectual property assignment clauses also warrants greater scrutiny. As discussed earlier, contemporary employment agreements frequently employ language extending ownership to works created "during the term of employment" rather than those created "in the course of employment." Such clauses often attempt to capture ideas, concepts, inventions, and creative projects that may have little connection to the employee's actual responsibilities. While freedom of contract remains an important principle, there is a legitimate concern that broad standard-form clauses may undermine the balance intended by Section 17. Courts should therefore adopt a more rigorous approach when interpreting such provisions and ensure that they do not operate in a manner that effectively deprives employees of ownership over genuinely independent creations.

Fourth, another important reform is to properly differentiate between confidential information and information acquired by employees as part of their skills or through working routinely and taking part in daily operations. This is important because such skills directly add up to the human capital development of an employee and should not become property of the employer.

And finally, any reforms carried out must be done by keeping in mind the realities of the existence of the gig economy, where the workforce is increasingly characterised by workers pursuing multiple roles; thus, relying on a definition assuming the workplace to be fixed and singular would not adequately address problems faced in the contemporary labour markets. Ultimately, the objective of these reforms should not be to diminish legitimate employer interests but instead to restore a more equitable balance between interests of employer and rights of an employee.

## CONCLUSION

This essay has examined the concept of "work made for hire" through the lens of Section 17 of the Copyright Act, 1957 and has argued that the provision was drafted for an economic environment suited for more traditional settings and fundamentally different from what exists today. The statutory framework currently in use was developed prominently for a time period where workplaces were singular, fixed and clear boundaries could be drawn between professional and personal projects. However, this doesn't follow the contemporary era of the gig economy, where workers are often engaged in multiple roles and work on their side projects simultaneously with one fixed employment. These activities include gig work, freelancing, moonlighting, etc.

The essay further demonstrated that the uncertainty surrounding the phrase "in the course of employment" is amplified by contemporary contractual practices. Modern employment agreements frequently contain expansive intellectual property assignment clauses that extend beyond the language and rationale of Section 17 itself. By relying on expressions such as "during the term of employment," these clauses often seek ownership over creations that may have very little connection to an employee's assigned duties. Furthermore, it is evident through examination of judicial decisions that courts have attempted to balance employer interests with employee rights by recognising principles relating to confidentiality, authorship, commercial investment, and labour mobility.

The central argument advanced throughout this essay is therefore that Section 17 remains an important provision but is no longer an adequate solution that reflects the realities of the modern Indian worker. A framework designed for traditional factory-era employment structures cannot effectively govern twenty-first-century patterns of innovation without adaptation to contemporary work patterns.

Finally, the future of innovation depends not only upon protecting intellectual property but also upon ensuring that creators possess reasonable certainty regarding ownership of their work. In an economy increasingly driven by knowledge, technology, and entrepreneurship, such a type of legal uncertainty can discourage the type of innovation that policymakers seek to promote. And therefore, reforming the work-for-hire framework under Section 17 is therefore not merely a question of copyright law; but is an essential step towards fostering innovation, encouraging entrepreneurship, and ensuring that Indian intellectual property law remains responsive to the realities of the modern workforce and contemporary labour market needs.