



# Jus Corpus Law Journal

Open Access Law Journal – Copyright © 2021 – ISSN 2582-7820  
Editor-in-Chief – Prof. (Dr.) Rhishikesh Dave; Publisher – Ayush Pandey

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## Who is the owner of the Tattoo which I have on my body?

Ishita Pal<sup>a</sup>

<sup>a</sup>JIS University, Kolkata, India

Received 17 October 2021; Accepted 02 November 2021; Published 08 November 2021

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*Exactly when you get a tattoo, you probably expect that it's yours. Taking everything into account, the arrangement's inked on your skin, and you paid a craftworker to put it there. Truth be told, paying little mind to how up close and personal a body change may be, tattoo ownership is truly faint. All things considered, the request that arises is who truly has a 'tattoo'? Are you the owner of that tattoo or somebody else? After tolerating so much pain in your body, you got the tattoo, so is it legally possible to get the ownership? Can one protect his artistic work on tattoos made by himself? How can the tattoo-holder become the allowed person of the tattoo made on his body? What will be about infringement? How can the tattoo-bearer become the tattoo-owner? I will answer all questions one by one. Are you excited to learn about the ownership of your lovely tattoo? Let's learn everything regarding your tattoo's ownership.*

**Keywords:** *tattoo, ownership, artist, infringement, tattoo-bearer, copyright, legal-tattoo.*

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### INTRODUCTION

At the point when you get a tattoo, you likely assume that it's yours. All things considered, the plan's inked on your skin, and you paid a craftworker or artist to put it there. Notwithstanding, in all actuality, regardless of how close to home a body alteration might be, tattoo possession is really dim. Things being what they are, the inquiry that emerges is who really possesses a 'tattoo'? A tattoo is a kind of body alteration where a plan is framed by

embedding ink, colors, and shades, either permanent or transitory, into the dermis layer of the skin to change the shade.

The Copyright law gives copyright security over creative work. However, are tattoos viewed as adequately imaginative to have their own copyright? A ton of times, one will turn upward unique plans as a type of motivation prior to getting their body forever inked, and now and again, precisely the same plan can be duplicated on the body. However, who, as shown by the law, possesses this type of craftsmanship? Could there be an encroachment of copyright on it when another person takes motivation from it or repeats something similar? Who has the privileges of responsibility for the same? One intriguing inquiry that emerges in this setting is whether an inked individual possesses the copyright in their tattoo. Except if it doled the copyright in the tattoo out to that individual recorded as a hard copy, the response is no.

#### **CAN ONE PROTECT HIS ARTISTIC WORK ON TATTOOS MADE BY HIMSELF?**

The response to the inquiry is in the assertion. Indeed, tattoos are protectable under Copyright Law. Copyright secures pictorial and realistic fills in as long as they are fixed in an actual article and show creativity. The necessity is that the articulation should be unique to the creator (for example, it can't be replicated from another person), and it should have no less than a negligible measure of imagination.

Since copyrights are rights allowed to imaginative types of articulation on substantial or physical mediums, tattoos should qualify for copyright security. In the U.S.<sup>1</sup>, where the statute [1] requires the pictorial, realistic, and sculptural copyrightable work to be unique works of origin fixed on a substantial vehicle of articulation then again, Indian law doesn't unequivocally determine the requirement for the unmistakable mechanism of articulation. Because of the super-durable nature of tattoos and the human body being the substantial mode of articulation, the questions against tattoos not being copyrightable work, by definition, ought to be prevented.

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<sup>1</sup> 'Who owns your tattoo? Maybe not you' (*imdiversity*, 2016) <<https://imdiversity.com/diversity-news/who-owns-your-tattoo-maybe-not-you/>> accessed 05 October 2021

It is to be noticed that the relevance of copyrights to tattoos is just and just on unique and specially designed tattoos that are in this conversation. Standard tattoos in indexes or on the dividers are not to be considered here in this. Out of all the fixings, creativity is the central fixing, without which copyright doesn't exist. Also, the endeavours made by the tattoo craftworkers in teaching the creative mind of the tattoo carrier merit wondering about, it should be gotten that if the copyrights of a tattoo are to stay in the ownership of the tattoo craftworker at that point, the rights to take advantage of the protected 'piece of workmanship' additionally rests with them. In India, copyrights can secure tattoos under 'imaginative work' if they fulfill the legal conditions, for example, 'unique work' and 'fixed in a substantial medium' (on account of a tattoo, it's a human); the Indian Copyright Office gave this by enlisting the tattoo of the letter 'D' for the sake of Shahrukh Khan, for his film 'Wear 2' in 2011.

#### **WHO WILL BE THE OWNER OF THE TATTOO?**

As per Section 17 of the Indian Copyright Act, 1957,<sup>2</sup> the creator of a work is mostly considered as the primary proprietor of the copyright. A tattoo is named a creative work under the Copyright Act of,1957,<sup>3</sup> and in this way, we view the tattoo craftworker as the proprietor of the tattoo and not the tattoo carrier. Section 14(c) (ii)<sup>4</sup> of the Indian Copyright Act, 1957 just determines that the copyright holder has the privilege to convey the piece of work to people. It should be noticed that this arrangement identifying with the correspondence of the imaginative work to people is according to 'creative work' just suggesting that tattoo craftworker is qualified for the privileges of the creative work just i.e., the tattoo carrier's body that has been linked with the tattoo under Section 14.<sup>5</sup>

One might say that the tattoo craftworker has the privilege of controlling and managing the tattoo carrier's activities, which, definitely, disregards the exceptionally right to opportunities vowed to us by Article 19<sup>6</sup> and Article 21<sup>7</sup> of the Indian Constitution. The painters make

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<sup>2</sup> Indian Copyright Act 1957, s 17

<sup>3</sup> *Ibid*

<sup>4</sup> Indian Copyright Act 1957, s 14(c)(ii)

<sup>5</sup> Indian Copyright Act 1957, s 14

<sup>6</sup> Constitution of India, art 19

<sup>7</sup> Constitution of India, art 21

craftsmanship and reserve a privilege to copyright something similar to hold their inventiveness. Comparatively, tattoo craft-workers additionally partake in the right of proprietorship if there should be an occurrence of tattoos. Likewise, not at all like on account of workmanship gatherers, the tattoo conveyor may just possess the piece of craftsmanship and the copyrights of the plans might rest with the tattoo craftworker and a certain measure of sovereignty might be repaid to the craftworker for replication or multiplication of this piece of craftsmanship on different mediums.

In the event that creation is copyrightable, the default lawful standard is that the individual who made it possesses it. To get copyright insurance, a creation should meet three necessities: It should be a work of initiation, it should be unique and it should be fixed. Under broadly acknowledged hypothesis, tattoos can meet every prerequisite. To begin with, the expression "work of creation" incorporates craftsmanship. Tattoos, by virtually every translation, can be viewed as craftsmanship under the law. Second, with respect to inventiveness, courts necessitate that work is autonomously made and be "insignificantly innovative." The Supreme Court has held that most things "measure up without any problem" under this extremely low bar. Consequently, tattoo craftsmen who plan tattoos themselves will quite often meet this prerequisite. Third, "obsession" necessitates that the work is made on something that an individual can see and see more than quickly. Tattoos by their actual nature (and to certain individuals' embarrassment) are for all time set on human skin and can be seen by somebody close by.

### **HOW CAN THE TATTOO-HOLDER BECOME THE ALLOWED PERSON OF THE TATTOO MADE ON HIS BODY?**

As indicated by Section 17 of the Indian Copyright Act, 1957, the creator of a work is for the most part considered as the main proprietor of the copyright. A tattoo is delegated a creative work under the Copyright Act, 1957 and subsequently, the tattoo craftsman is viewed as the proprietor of the tattoo and not the tattoo conveyor.

Section 14(c) (ii) of the Indian Copyright Act, 1957 just determines that the copyright holder has the option to impart the piece of work to people in general. It should be noticed that this arrangement identifying with the correspondence of the imaginative work to general society is according to 'creative work' just inferring that tattoo craftsman is qualified for the privileges of the imaginative work just i.e., the tattoo conveyor's body that has been linked with the tattoo under Section 14. One might say that the tattoo craftsman has the option to control and manage the tattoo conveyor's activities which, definitely, abuses the exceptionally right to opportunities vowed to us by Article 19 and Article 21 of the Indian Constitution.

The painters, they, as well, make workmanship and reserve a privilege to copyright something very similar to hold their innovation, comparatively, tattoo craftsman likewise partakes in the right of possession if there should be an occurrence of tattoos. Additionally, dissimilar to on account of craftsmanship authorities, the tattoo carrier may simply claim the piece of workmanship and the copyrights of the plans might in any case rest with the tattoo craftsman and a certain measure of eminence might be repaid to the craftsman for replication or generation of this piece of craftsmanship on different mediums.

#### **WHAT WILL BE ABOUT INFRINGEMENT?**

Regarding copyright, the instance of encroachment happens when the other party uses the craftsmanship and showcases it or uses it through generation and dispersion without obtaining authorization from the real proprietor of the protected work. If there should be an occurrence of a tattoo, this is long-lasting because the workmanship is on an individual's body. It is basically impossible to stop once the craftsmanship is as of now inked on the body. Notwithstanding, the encroachment claim can prevent the individual from proceeding with inking others with similar craftsmanship and the craftworker can likewise guarantee harms or remuneration for a similar when there is legitimate proof supporting encroachment. The craftworker might sue for encroachment on the off chance that the person has enrolled the creation with the Copyright Office or probably the individual can't sue for encroachment.

#### **HOW CAN THE TATTOO-BEARER BECOME THE TATTOO-OWNER?**

Since the tattoo craftworker is the sole proprietor<sup>8</sup> of the tattoo and the copyright of that tattoo stays alive with that tattoo craftworker. The tattoo conveyor who is bearing the tattoo on his body can likewise get the responsibility for tattoo by:

1. **Free Contract Agreement:** It is an agreement between the tattoo craftworker and the tattoo conveyor, wherein the tattoo craftworker consents to give his/her administrations as a self-employed entity. This agreement contains an exclusive data provision that expresses who will claim the work item i.e., drawings, notes, moral rights, and so forth This load of rights and interests are allocated to the tattoo carrier for whom the work has been done according to the agreement.<sup>9</sup>
2. **The tasks under Copyright Act:** Section 18 of the Copyright Act,<sup>10</sup> discusses task which implies, that proprietor of the copyright in a current work or the imminent proprietor of the copyright in a future work might appoint to any individual the copyright either completely or somewhat, given that on account of copyright in any future work, the task will produce results just when the work appears.
3. **Surrender:** Section 21 of the demonstration,<sup>11</sup> discusses the right of the creator to give up copyright. The creator here, in the event of tattoos, is the tattoo craftworker, who might give up all or any of the rights in the copyright in the work (i.e., tattoo) by pulling out in the recommended structure to the Registrar of Copyrights.
4. **Permit:** Section 30 of the demonstration,<sup>12</sup> discusses permitting wherein the proprietor of the copyright in any current work or the imminent proprietor of the copyright in any future work might concede any interest justified by permit recorded as a hard copy endorsed by him or by his appropriately approved specialist.

## CONCLUSION

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<sup>8</sup> Kara Weisenstein, 'A Lawyer Explains who Really Owns your Tattoos' (*Vice*, 2017) <<https://www.vice.com/en/article/yw37g7/a-lawyer-explains-who-really-owns-your-tattoos>> accessed 05 October 2021

<sup>9</sup> *Ibid*

<sup>10</sup> Indian Copyright Act 1957, s 18

<sup>11</sup> Indian Copyright Act 1957, s 21

<sup>12</sup> Indian Copyright Act 1957, s 30

One thing that appears to be clear as to the above discussion is that tattoos are truth be told copyrightable resources. The condition is the degree and enforceability of the opportunities to be given to the gatherings are being referred to. While the ethical rights, for example, advancing tattoos within the sight of tattoo craft-workers and offering them their advantages when due are absolutely inferred, the conversation to be laid to the rest of the legal rights to be allowed to one or the other party.<sup>13</sup>

The enforceability of these rights, whenever they are given, is as yet an issue that requires consideration. To protect and implement these rights, we need an amazing establishment that will recognize the harm that copyright proprietors can look for without breaking the essential privileges of the infringer.<sup>14</sup> Since this is as yet a somewhat new idea and there are very few cases for there to be a starter trend, there is as yet a generous measure of hazy situation that is available. It is seen that in India, there are very few cases that have occurred for there to be a substantial choice on cases like this. In the U.S. also, U.K., there are similarly a couple of more cases, however even they are sufficiently not to start a trend. Since the majority of these cases are later, there isn't a judgment out also, also that portion of the cases don't go to court and get settled outside of it.<sup>15</sup> Indeed, there is as yet far to go as far as getting where tattoos and tattoo specialists remain among these arrangements and in the general public.

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<sup>13</sup> Belloni (n 13) Matthew Belloni, 'Mike Tyson Tattoo Artist Sues Warner Bros. to Stop Release of 'Hangover 2'' (*Hollywoodreporter*, 2011) <<https://www.hollywoodreporter.com/business/business-news/mike-tyson-tattoo-artist-sues-183716/>> accessed 05 October 2021

<sup>14</sup> Rucz (n 14) Melinda Rucz, 'Does the doctrine of exhaustion apply to videogames purchased digitally? French court says oui' (*Kluwercopyrightblog*, 2019) <<http://copyrightblog.kluweriplaw.com/2019/12/12/does-the-doctrine-of-exhaustion-apply-to-videogames-purchased-digitally-french-court-says-oui/>> accessed 05 October 2021

<sup>15</sup> *Ibid*