Chapter II

PERMANENT SETTLEMENT AND THE CONDITION
OF THE PEASANTS

This Chapter discusses (1) the scheme of Permanent Settlement, (2) the relative position of the Zamindars and raiyats of Bihar. In doing so the role of the state in theory and practice under the permanent settlement will be examined. It is felt that the intervention on behalf of the State was inadequate to meet the economic crisis of the peasantry. This inadequacy became the most glaring during the years of fall in prices of major crops in the post Great Depression years. It is the result of this crisis that Bihar faced the problem of rent arrears, land eviction and threatened land eviction in the context of increasing population and stagnant crop production.

The decennial settlement of Lord Cornwallis started in 1789, completed in 1791, was made permanent in 1793, notwithstanding Sir John Shore's opposition at the time of its introduction in Patna, Tirhut, Bhagalpur Subdivisions, parts of Hazaribagh, and Manbhum district, and a few estates in Singhbhum and Ranchi, and Chottanagpur Subdivisions, as far as Bihar is concerned.

Scheme of Permanent Settlement

The aims of Lord Cornwallis in making the decennial Settlement permanent were the following: (1) to put an end to uncertainty involved in periodical settlements. (2) The permanent settlement should be made with the Zamindars because the latter will become staunch allies of the company rule. This would provide peace and stability in the rural areas. (3) To fix the revenue and provide for increase in the Zamindars' income. The increase in the income would be brought about by "(a) permanent limitation of the Government revenue demand, and (b) the increased raiyati rental because of (i) the extension of area under cultivation, and (ii) the enhanced rate of rent in the future for the new settlements with the raiyats". Cornwallis assumed that the Zamindars would adopt positive attitude towards the problems of agriculture, invest a part of their income in making agricultural facilities available to the tenants, and adopt entrepreneurial attitude towards the material condition of the tenantry with a view to increase agricultural productivity, pushing up, in turn, the rate of rental.

As regards the tenants, Cornwallis adopted a solicitous attitude. The Patta regulations stipulating fixity of rent and protection against Zamindar's discretion to eject, so as

2 The experiments conducted by East India Company till then were responsible for greater confusion and chaos.

to give benefits of increased production to the tenant, the freedom to tenants in making production decisions, and, the ban on levying of abwabs were provisions intended for the protection of the tenants.

It is precisely in the sphere of protecting the interests of the tenants that the scheme of permanent settlement failed. The course of its failure validated the objections of John Shore to the scheme. John Shore objected to the hasty introduction of the scheme though not its principle. His main objection to the measure was that its implementation, without a thorough investigation of the rights and interests of the parties concerned, was likely to have the most undesirable effects. One of the main objections of Shore, as recorded in a minute on December 8, 1789 on the Resolutions proposed for the Decennial Settlement, was expressed as follows:

The relation of a Zamindar to Government and of a raiyat to a Zamindar is neither that of a proprietor nor a vassal, but a compound of both. The former perform acts of authority, unconnected with the proprietary right, the latter has rights without real property; and the property of one, and the rights of the other are, in a great measure, held at discretion. Such was the system which we found, and we have been under the necessity of adopting. Much time will, I fear, elapse, before we can establish a system, perfectly consistent in all its parts.(6)

5 Ram Narayan Sinha, op. cit., p. 61.
He felt that since the Zamindars were selfish, unacquainted with the affairs of their zamindaris, the raiyats' rights should clearly be defined.

Role of the State Visualised Under the Scheme

The assumptions of Cornwallis underlying the scheme indicate a definite philosophic view of peace, progress and civil society. He believed that private property provided a stable base to peace and progress. Cornwallis' belief was in line with the Whig conception of political society which regarded landed property as an agency for preserving order in society. In line with this view he granted proprietary rights in the land to the Zamindars with whom the revenue was settled. The "Status of Proprietors" was conferred on them, with the rights of transfer and inheritance, subject only to the payment in perpetuity, of a revenue charge. In default of due payment, their lands were to be sold to the highest bidder. One of the effects of the permanent settlement was that many of the incompetent Zamindars were dispossessed and large zamindaris were broken up. This was brought about by the principle of punctuality of payment as found in the operation of the Sunset Law. At the time of the permanent settlement, the Government demand was one which left but a small margin of profit. There was a widespread default in the payment of the Government dues, and "extensive sale of estates, or parts of estates for recovery of arrears"

took place. The result of the operation of the Sunset Law was that "a good many estates were alienated and a host of small zamindars were ruined; and within the ten years which immediately followed the permanent settlement, a great change took place in the constitution and ownership of the estates which formed the subject of that settlement".

As for the tenants Cornwallis reserved the rights of the state to intervene on behalf of the tenants in order to fix taxes through the Collector on the basis of customary pargana rates, and the prohibition of abwabs. Such an intervention amounted to a violation of proprietary rights to the mind of John Shore. The latter criticised the proposal of the Collectors for correcting the prevailing abuses, as defective and the regulations of Government as definite. On repeated prohibition of new taxes he said "the idea of the imposition of taxes, by a landlord upon his tenant, implies an inconsistency and the Prohibition in spirit is an encroachment upon proprietary right; for it is saying to the landlord, you shall not raise the rents of your estate".

Defending the limitations, Lord Cornwallis replied thus, in a Minute on February 3, 1790:

...if Mr. Shore means, that after having declared the Zamindar proprietor of the soil, in order to be consistent we have no right to

prevent his imposing new **abwabs** or taxes on the lands in cultivation, I must differ with him in my opinion, unless we suppose the raiyats to be absolute slaves of the Zamindars: every **bigha** of land possessed by them must have been cultivated under an expressed or implied agreement, that a certain sum should be paid for each bigha of produce, and no more. Every abwab or tax, imposed by the Zamindar over and above that sum is not only a breach of that agreement, but a direct violation of the established laws of the country. The cultivator, therefore, has, in no case, an undoubted right to apply to Government for the protection of his property; and the Government is in all times bound to afford him redress. I do not hesitate, therefore, to give it as my opinion, that the Zamindars, neither now nor ever could possess a right to impose taxes or **abwabs** upon the raiyats; and if from the confusions which prevailed towards the close of the Mughal Government, or neglect or want of information, since we have had the possession of the country, new **abwabs** have been imposed by the Zamindars or farmers, that Government has an undoubted right to abolish such as are oppressive and have never been confirmed by a competent authority, and to establish such regulations as may prevent the practice of like abuses in future.

Neither is the privilege which the raiyats in many parts of the Bengal enjoy of holding possession of the spots of land which they cultivate, so long as they pay the revenue assessed upon them, by any means incompatible with the proprietary rights of the Zamindars. Whoever cultivates the land, the Zamindars can receive no more than the established rent, which in most places is fully equal to what the cultivator can afford to pay. Neither is prohibiting the landlord to impose new **abwabs** or taxes on the lands in cultivation, tantamount to saying to him, that he shall not raise the rents of his estates. No Zamindar claims a right to impose new taxes on the land in cultivation although it is obvious that they have clandestinely levied them, when pressed to answer the demands upon themselves, and that these taxes have from various causes, been perpetuated to the ultimate detriment of the proprietor who imposed them. The rents of an estate can only be raised, by inducing the raiyats to cultivate the more tracts of waste land, which are to be found in almost every zamindari in Bengal.

It is clear by the above statement that the permanent settlement visualised the intervention of the state to regulate
the landlord tenant relations in matters of taxes, rents and the "privilege which the raiyats...enjoy of holding possession of the spots of land which they cultivate..."10

Intervention of the State in Practice

The intervention of the State can be divided into two phases: (a) upto 1859 and (b) after 1859. In the first phase the Zamindars were given enormous powers to collect the rent from the raiyats causing hardships to the latter. In the second phase the imbalance thus created was sought to be corrected, but in a vitiated manner.

First Phase

In this phase the tilt was in favour of the Zamindars though the need was for defining and determining the rights of the tenants, because, it were the tenants whose rights were not inserted in the settlement papers - the rights of the landlord against the state were defined by the Regulation of 1793, while the rights of the tenants as against the landlord against the State were "reserved but not defined". The landmarks of this tilt were the Haftam process and the Panjam process. The aim was "to facilitate collection of the Government revenue". "The Zamindars in 1799 were invested with great powers for recovering rents from the raiyats, and these powers were increased in 1812, so that since then they were exercising an

10 Quoted in J.A. Hubback, op. cit.

authority over the raiyats far greater than that given in the original settlement of 1793".

**Regulation VII or Janun Haftam of 1799**

It aimed to secure the ultimate recovery of the arrears. It gave the landlords right to distraint. "The haftam regulation empowered the landholders and farmers to distrain the defaulting raiyats for arrears, and this power could be delegated to their collecting officers". "The distraint covered cattle and crops and personal property of the raiyats", plough, plough cattle and seed-grain being excluded. According to this Regulation no tenant could resist or cause to resist the attachment of property made for the discharge of rent arrears, not could he take away forcibly or clandestinely that property (Italics ours). Any such act was considered a criminal offence. Such formidable powers were given to the landlords over the under-tenants also.

The law was passed with the "bona-fide belief that tenants were in fault, that the hands of the landlord needed strengthening and that his power would be exercised fairly, and that the courts would give relief if needed". The law became the most notorious and obnoxious because it had "evil consequences" for the tenants. Ram Narayan Sinha quotes from A. Tufton, Magistrate and Judge of Bihar, who reported in 1800 that

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12 Ibid., p. 146.
13 Regulation VII, 1799 - From Records of Tirhut Commissioner.
14 Ram Narayan Sinha, op. cit., p. 111.
"the new power of distraint bestowed upon the proprietors and farmers of land by the haftam had given rise to many complaints against the tenants. He had examined the complaints brought against two hundred tenants who were put in jail and found that all were false". 16 The distraint clause ever since became a bone of contention for the tenants. It gave to the landlord the right to evict his tenant. It is this problem of eviction which assumed such menacing proportions during the period under study that a regular struggle was conducted, i.e. the bakasht struggle by the tenants with occupancy rights, who were threatened into a position of tenants at will.

Regulation V of 1812

This provision did not stipulate defining rights by record. In the opinion of the Board of Revenue and the Board of Commissioners for Bihar and Benaras, the Panjam "left no right to the raiyats". 17 The Court of Directors also accepted the failure of the law to protect the cultivating classes. In their letter to the Board of Revenue, dated May 9, 1821, they observed that the rules contained in Regulation V of 1812 afforded "a very insufficient remedy for the defects of former enactments". 18

Regulation XI of 1822

This regulation was passed in regard to the sale of land. According to Field, from this law a principle evolved

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16 Ram Narayan Sinha, op. cit., p. 112.
17 Ibid., p. 118.
18 Ibid.
that the hereditary tenant under the decennial settlement,  
would be ejected or his rent would be fixed afresh according  
to the law and usage of the country. And the occupancy of  
tenants which began after the aforesaid settlement, would be  
preserved especially with the consent of the Zaminder under  
whom they held their land. This principle gave freedom to  
the Zamindars to raise the rents of the cultivators in general  
almost to any limit. Such a freedom was bound to spread in  
practice from one estate to the other.

Therefore, "the Land Laws" passed till 1841 "...were on  
the whole not advantageous to the cultivators. They were de­
signed primarily to serve the interests of the Zamindars and  
the Government".

Before we go over to the next phase, it is necessary to  
examine some other provisions of this period. These provisions  
were intended to be for the protection of tenants but in prac­
tice they failed. These provisions were regarding Patta regu­
lations, pargana rates, institution of the Patwari, and grant  
of Rent receipts to tenants.

**Failure of Patta Regulations**

The patta regulations could not be implemented. They  
remained on paper owing to the manoeuvres of the Zamindars.  
Regulation VIII of 1793 provided for the grant of pattas by  
Zamindars to the tenants, stating the terms and conditions of  
tenancy. This was an obligatory duty of the Zamindar. It was

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19 Field, *Introduction to Bengal Code*, p. 103, quoted in  
Ram Narayan Sinha, *ibid.*

hoped that this will help restore certainty to the tenants whose rights were not defined either earlier or at the time of the permanent settlement.

These regulations could not be imposed uniformly. Regulation II of 1794 suspended the enforcement of pattas in Bhagalpur. Regulation IV of 1794 exempted Ramgarh and Purnea from its operation. According to J.A. Hubback, "this was very nearly a complete failure in Shahabad as elsewhere" (italics ours). Girish Mishra holds, "In Champaran, as elsewhere in Bihar and Bengal, the patta regulations were not implemented". (italics ours). R.N. Sinha quotes Field, who observed that "the patta regulation was not only a complete failure in attaining the intended object, but was also utilized by the landholders to promote and facilitate exactions on the raiyats".

One of the causes of the failure of the patta regulations, as pointed out by the Collector of Shahabad, T. Brooke was the "disinclination of the raiyats to receive them, than in the landholders to grant them". This view was contested by J.A. Hubback who held that the tenants did not engage in pattas for fear of enhancement of rates. He held that the tenants "were afraid that the pattas would be taken as meaning that they held their lands at the discretion of the landlord, and

21 Ibid., p. 105.
22 J.A. Hubback, op. cit., p. 22.
23 Girish Mishra, op. cit., p. 197.
that a renewal of the pattas, which under regulation VIII of 1793, were for ten years only would be seized on by the landlords as an occasion for enhancement of rates. Their fears were not ill-grounded. It is needless now to point out that generally in Bihar the raiyat who, before the Permanent settlement had, in theory at least, his definite rights to cultivate and a definite share in the produce of the land, became in the course of the next hundred years, for the most part, no more than a mere tenant at will, and was only restored partially to his old position by the Bengal Tenancy Act.  

In the situation where the tenants were unwilling to accept the pattas, it became easier for the zamindars to put up notification in the 'Kutcheries' or rent offices to grant pattas at the rates unacceptable to the raiyats; on the failure of the latter to accept them distraint for the recovery of rents claimed, and the raiyats were forced to appear in the newly created yet not tested system of civil courts. In these courts, it was the responsibility of the tenants to prove the pargana rates.

Failure of Pargana Rate

The pargana rate aimed at restricting the power of the zamindars to enhancements. Girish Mishra is also of the view, "Obviously compliance with this provision would have

25 J.A. Hubback, op. cit., p. 22.

26 J.A. Hubback says "I am myself of the opinion that the provisions regarding—pargana rates, etc. were intended to operate so that even land brought under cultivation subsequently should not be rented at higher rates than old established cultivation". Ibid., p. 21.
limited the Zamindars' demands on the raiyats and put an end to all enhancement of existing rents.

Pargana rates were not universal. They were not fixed by the authorities. It was difficult for the tenants to discharge the responsibility of proving the established pargana rates. It was discovered by officials of the Government that the established pargana rates were not properly fixed, and at places it was almost impossible to ascertain what the pargana rates were. The Government, instead of defining and making precise the pargana rates, nullified it, at least in the case of non-occupancy raiyats. The new provision in the law that the raiyats not having rights of occupancy, were entitled to pattas if they were in continuous possession of their lands for 12 years but only at such rates as might be mutually agreed upon by these tenants and those to whom they were to give the rents (Act X of 1859 and Act VIII of 1869). The stipulation of pargana rates could not be implemented as regards occupancy tenants. Fixity of rent rates could not be ensured. In the absence of fixed rates of rent the Zamindars of Bihar enhanced them illegally. The official report on Monghyr points out that the Zamindars of Monghyr indulged in enhancement of rates of rent and not merely had increased the rent on the plea that area of cultivation had been increased, while in

27 Girish Mishra, op. cit., p. 204.
29 Girish Mishra, op. cit., p. 208.
reality the said increase was unreal.

**Failure of the Institution of Patwaris**

The institution of *patwaris* was created to maintain village accounts and the record of rights. According to the rules the *patwari* was to be appointed by the *Zamindars*. The *patwaris* were not only to maintain accounts of the *Zamindars* and *raiyats*, they were also supposed to furnish all accounts and every information and explanation that might be required by the courts to decide suits relating to the rents of the *raiyats*. He was to be paid by the *Zamindar* concerned. A *Kannungra* to supervise the work of the *patwari* was to be appointed. His functions were to maintain public revenue accounts, and to receive the returns and registers of *Zamindars* and other local officers who were entrusted with the collection of the public revenue.

The provisions carried an anomalous situation. The *patwari* was visualised to act as a check on the machinations of the *Zamindar*. At the same time he was to be paid by the *Zamindar*. In other words the *Zamindars* were to maintain officers at their own expense, against their own selves.

The office was not created at many places, and it failed to become independent of the *Zamindar's* control at the places it was created. In north Bihar *Zamindars* paid very

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31 *Regulation VIII, 1793* - From Records of Tirhut Commissioner, quoted in Girish Mishra, *op. cit.*
little regard to these rules. They cared neither to appoint *patwaris* nor to furnish the list required of them. The *Zamindars* of Bhagalpur and Purnea, however, observed the rules faithfully and submitted the lists, as directed by the Regulation. In Shahabad, in nine cases out of ten, *patwaris* were not appointed at all; and those that were appointed were under the "destructive influence of the defaulting Zamindar". In the district of Tirhut, as the Collector, Sweedland reported, the *Zamindars* in general opposed the appointment of *patwaris*.

In Champaran, where the appointment of *patwaris* was almost complete, the institution failed to work in the interest of the tenants. The following table indicates that by 1880 the work of appointing *patwaris* was almost complete in Champaran.

Table No. 2.1

<table>
<thead>
<tr>
<th>District</th>
<th>Number of villages regarding which papers were submitted by Patwaris to the Collector by March 1880</th>
<th>Percentage of villages from which papers had been received to those for which Patwaris were appointed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patna</td>
<td>4,378</td>
<td>60.4</td>
</tr>
<tr>
<td>Gaya</td>
<td>1,814</td>
<td>33.3</td>
</tr>
<tr>
<td>Shahabad</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Muzzafarpur</td>
<td>1,200</td>
<td>39.3</td>
</tr>
<tr>
<td>Darbhanga</td>
<td>2,550</td>
<td>40.3</td>
</tr>
<tr>
<td>Saran</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>Champaran</td>
<td>2,313</td>
<td>88.2</td>
</tr>
</tbody>
</table>

Source: Proceedings of the Government of India, Home, Revenue and Agriculture Department (Revenue), April 1881, No.18.

32 From Girish Mishra, *op. cit.*, p. 213.
Even here the **patwari** system was implemented because the Board of Revenue could influence the European managers of the two big **Zamindaris** there. The official opinion veered round to the position that the **patwaris** were useless. Even where he was more or less a servant of the Government he was subservient to the landlord, as in Shahabad.

As agents of the landlords these **patwaris** played havoc with the **Kisans**. The Bihar Provincial Kisan Sabha conducted an enquiry into the conditions of the tenants of Gaya in 1933 and prepared a report called **Gaya Ke Kisano Ki Karun Kahani**, written by Swami Sahajanand Saraswati. In this report there is a mention of the role of a **patwari**. It was found that he acted as an agent of the landlord. In Gaya there was groupism among tenants. As a result one of the members of a group was friendly to the agent of the landlord (called **gumashtha**) or to **patwari**, he could ruin his enemy belonging to another group by making false complaints against the latter. During this very inquiry Swami Sahajanand Saraswati met a **patwari** posted at Algana village in Tikari estate. The **patwari** was very strict in the collection of rents and got the lands of tenants auctioned mercilessly even though he admitted before the Swami

33 Ibid., pp. 214-16. This was the position held by the Collectors of Champaran in 1894, as pointed out by the Commissioner of Patna Division.


35 Swami Sahajanand Saraswati, **Gaya Ke Kisano Ki Karun Kahani** (in Hindi), Sri Sitaram Ashram, Bihta (Patna), p. 11.
that the rents were high, the crops were destroyed. The patwari revealed to Swami Sahajanand that he himself was a tenant and became a patwari - an agent of the landlord - only after he was dispossessed.

"The Patwari is no doubt in Shahabad more nearly a Government Official than in any other district of Bihar. But even there he is, as a rule, much more a servant of the landlord", according to Hubback. Hubback also recommended "the final abolition of Patwaris". The Government withdrew the rule requiring the patwaris to file village accounts in the Collectorate. However, the Board of Revenue continued to feel that the agency of the patwari would be useful for performing certain duties, such as granting rent-receipts to raiyats and helping proper valuation of the crops in danahandi system.

However by 1924-25, as acknowledged by the Government, the Patwari Regulation XII of 1817 was completely dead.

**Failure of Grant of Rent Receipts**

The granting of rent-receipts could secure to the tenants a proof of their tenancy and receipts for 12 years continuously could have built a ground for giving the status of occupancy tenants. In Bihar, the Zamindars refused to give rent-receipts. J. Reid, Esq., I.C.S., Director of the Department of Land Records and Surveys, Bihar and Orissa, while forwarding the Survey and Settlement Report in the district of

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Monghyr to the Secretary, the Board of Revenue, Bihar and Orissa, said "This refusal to grant rent receipts is certainly a slur on the reputation for honesty of the great body of the Bihar Zamindars..."

Rents were enhanced illegally by landlords of Monghyr like Maharaja of Gidhaur and Kumar of Khaira. The official report on Monghyr pointed out that it was difficult to obtain "documentary evidence to show the extent of enhancement" because the raiyats "had no proof to give in corroboration of their statements" since printed rent receipts were "not given".

The Government of Bengal admitted in 1876-77 that the system makes it difficult to "ascertain the real rates of rent, or the payment made by a raiyat on account". In Monghyr J. Reid said "with the exception of a few of the proprietors, landlords do not usually give proper rent receipts whenever a dispute about the rate of rent arises, and the failure to comply with the provision of the law, which enjoins the giving of such receipts, is, therefore, frequently due to ulterior, dishonest intentions. Reports were made to the Collector in several cases against a number of landlords who had systematically failed to grant rent-receipts". In Gaya it was discovered at the Khanapur stage during the Survey and Settlement Operations that the rent disputes could not be settled since the

38 P.W. Murphy, op. cit.
39 Ibid., para 78.
41 P.W. Murphy, op. cit.
tenants had no evidence "as rent receipts are seldom given even for cash rents". This view was confirmed by the unofficial report on the condition of tenants in Gaya. According to Swami Sahajanand Saraswati in Gaya many landlords and particularly small landlords did not give proper receipts as prescribed by law for the rents they received. The comment in the Survey and Settlement Report on Shahabad indicated the same problem. The settlement officer of Shahabad said that the landlords neglected to file trustworthy collection papers and the raiyats were unable to produce rent receipts because "the landlords had previously infringed the provisions of the law, which enjoin the grant of rent receipts".

It is clear from the above that the provisions requiring the grant of rent receipts proved ineffective. Act VIII of 1869 required that the Zamindar was to give to the tenant a receipt giving all the details of the year for which the rent was paid. In case he failed to do so the latter could move the court. The tenant could not take advantage of this provision because of his ignorance of law and weak social and economic condition. In the absence of these receipts the courts could not check the authenticity of the papers produced by the Zamindars. The papers produced by the Zamindars were notoriously


43 Swami Sahajanand Saraswati, Gaya Ke Kisano Ki Karun Kahani (in Hindi), Shri Sita Ram Ashram, Bihta (Patna, 1934).

false. According to an official report on Gaya, "The greatest obstacle to the ascertainment of legal rents was the habit so ancient, constant and notorious, that it might be almost held a custom of the production of false papers by the landlords..."

The Bengal Tenancy Act of 1885 made specific provisions for preventing these malpractices. It laid down that rent receipts must include information on landholding, rent, cess, and the year, and stipulated action against the defaulting zamindars. The system of sending rents by moneyorders was started in case the zamindar refused to accept the rent or grant the rent receipt.

The various reports on Survey and Settlement Operations conducted by the enactment of Bengal Tenancy Act noted the existence of the problem and some officers like P.W. Murphy and J.A. Hubback recommended sterner action against the landlords and E.L. Tanner recommended that the attention of the various landlords' associations should be drawn to the ancient, constant and notorious habit of the landlords to produce false papers.

To sum up, in the first phase the intervention by the State was done on the basis of the belief that landlords hold the key to social progress and order in civil society. Therefore, the state stood by the landlords. As a result, the condition of the tenants deteriorated to a point that tenancy legislation became imperative. The ineffectiveness of other provisions worsened the condition of the tenantry.

45 E.L. Tanner, *op. cit.* The point here was proved on the basis of a dispute in the village of Kurkihar No. 592, thana Muffasil Gaya.
Second Phase

Any legislation in support of the tenants would have implied a shift in the principles of state intervention. It was bound to be based on the principle that peasant proprietorship was the key to social progress. The Pax Britannica in India made an attempt to balance the two views and the interests of the two sections of the agrarian society. In the process, the British, while giving tenancy legislation from 1859 onwards, stuck in support of the landlords, who were the pillars of their rule. The bias for the landlords was evident from the fact that none of the tenancy legislations removed the landlords' power of distraint. The principle of peasant proprietorship could never come to be a reality despite the best intentions of State intervention. Inadequate tenancy legislation provided scope for peasant intervention in this phase also.

Act X of 1859

Soon it was realised that the landlords and the tenants could not be put on the same footing. The whole rent law was remodelled by Act X of 1859. It was called "first modern tenant law" by Baden Powell. Under this legislation the cultivators were divided into following four classes:

46 Thomas E. Metcalf, "Laissez-faire and Tenant Right in Mid-Nineteenth Century India", Indian Economic and Social History Review (New Delhi), vol. 1, no. 1, 1963, pp. 74-91.


(1) Those who had held their lands at fixed rates of rent since the time of the permanent settlement.

(2) Those whose rent had not been changed for twenty years. They should be presumed to have held it since the permanent settlement.

(3) Those who had held the lands for 12 years. They were conferred the right of occupancy under which the rent could be enhanced for certain specific reasons, and by a certain procedure.

(4) Those who had held the land for less than twelve years. This class did not get any right, but allowed them (unless they were protected by local custom) in the position of mere tenants-at-will. The Act also abolished the power of the landlord to force the attendance of tenants against their will, amended the law of distraint, made provisions for the interchange of Pattas and Kabuliyats between landlord and tenant, and the delivery of receipts of rents by the former; arranged for the registration of transfers of tenures, and afforded the remedy of a summary process for the settlement of disputes about rent. Rent suits were at first tried in revenue courts, but in 1859 were transferred to the civil court.

Officially it was accepted that the Act failed to achieve the objects for which it was framed, as was shown by the experience of the twenty years following its enactment.
As pointed by Kalyan Kumar Sen Gupta the Pabna disturbances of 1873 focused the attention on tenancy reform. Though the Act aimed at providing occupancy right to a non-resident tenant, "it was difficult to prove continuous possession for 12 years because he did not generally possess any documentary evidence. Rent receipts were seldom granted.... There was no village agency which could maintain record of rights and could testify about the fact of possession. Thus, not only in the case of the third category but also in the case of the first and second categories of tenants it was extremely difficult to prove the length of their possession". Baden Powell voiced the official opinion thus "It gave, or professed to give, the raiyat a right which he could not prove...."

Rent Law Commission

In 1879 the Government, therefore, appointed a Commission to enquire into the matter. The Rent Law Commission, on June 19, 1880, submitted their report with a draft landlord and tenant Bill, which purported not only to amend, but to consolidate, the whole rent law of Bengal. The Bill, however, was not accepted in its entirety by the Government. Further discussion ensued. The Government realised that "the people who

Administration and Development of the Province, 1911-1922 (Patna: Superintendent, Government Printing, Bihar and Orissa, 1923).

50 Kalyan Kumar Sen Gupta, Pabna Disturbances and the Politics of Rent, 1873-1886 (New Delhi, 1974).

51 Girish Mishra, op. cit., p. 201.

52 Baden Powell, op. cit., p. 647.
plough and sow, and who ought to reap, have not a reasonable assurance as to the fruits of their industry" and recommended a "system of holding guaranteed by conditions of permanency and protected from arbitrary enhancement of rent, will tend to promote the accumulation of property, the sound growth of credit, and the progress of agricultural improvement".

BENGAL TENANCY ACT OF 1885

With the object of securing certain rights to the tenants so that ultimately agricultural production may increase, the Bengal Tenancy Act of 1885 was passed on March 14, 1885. It did not come into force till the 1st of November of the same year.

The Act made following changes of importance:

(1) A raiyat could become a "settled raiyat", and acquire rights of occupancy in all the lands he held in a village. It was not necessary that he should have held all the lands for twelve years as was the case under Act X of 1859. If he held any land for 12 years in a village, he acquired occupancy rights in all the lands he held, or might in future hold, in that village. In any proceedings between a raiyat and his landlord it was to be presumed that the raiyat was a "settled raiyat" unless contrary was proved.

(2) The grounds on which occupancy raiyat's rent might be enhanced were modified, and the enhancement of his

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54 Ibid., p. 234.
rent by contract was restricted; the enhancement of rent could take place by enhancement suit. Once the enhancement took place by contract or suit the rent could not be enhanced for the next fifteen years, unless the ground of enhancement was landlord's improvement.

(3) An occupancy raiyat or his landlord could have the power to apply for commutation of rent payable in kind to a cash-rent.

(4) A non-occupancy raiyat could be ejected at will of his landlord, only if he had been admitted to the occupation of the land under a registered lease, and after the service on him of a six month notice to quit, and within six months of the expiry of the term of his lease.

(5) A non-occupancy raiyat, who objected to pay an enhanced rent, could have his rent fixed by the court. If the raiyat refused to pay the rent so fixed, he could then be ejected. But if he agreed to pay it, he was entitled to remain in occupation of the land at that rent for five years.

(6) After the enforcement of the Act, the landlord was bound to retain the counterfoil of every receipt he gave to the tenants, which was to contain certain specified details, and every tenant was entitled, at the end of each year, to a receipt in full or a statement of account up to the close of the year. It was further stipulated that a rent-receipt which did not contain substantially the particulars required by law would be
presumed to be a receipt in full up to date.

(7) It was provided that the tenants could make improvements in their holdings and in the event of eviction they could recover compensation. A system of registering improvements, whether made by the tenant or the landlord, was also introduced.

(8) No tenant could be ejected except in execution of a decree.

(9) The landlord's power of distraint was curtailed, for after the enforcement of the Act, distraint was possible only through the civil court, and notwithstanding the distraint, the tenant was entitled to reap his crops.

(10) Restriction was placed on the conversion of ordinary raiyati land into the zirat land of the landlord in order to prevent the landlord, in future, from putting obstacles in the way of the acquisition of occupancy rights of his raiyats.

(11) A landlord could no longer harass his raiyat by instituting successive suits for arrears of rent against him. Three months must elapse between each successive rent suit.

(12) In chapter ten provisions were made empowering the local Government in any case with the previous sanction of the Governor-General in Council, and without such sanction in certain cases to order that a survey and record of rights be prepared in respect of the lands in local areas, estate or tenure, or part thereof, by a revenue officer, and when any such record of rights and
settlement of rent was proceeding, the ordinary civil courts were precluded from entertaining any suit for the alteration of the rent or the determination of the status of any tenant in the area to which the record of rights related.

Subsequent Amendments to the Act of 1885

The amendments to the Act did not alter its basic structure. They were more in the nature of elaboration of its various provisions. Act III (B.C.) of 1898 remodelled chapter X of the Act. A new definition of "prevailing rate" was enacted with the object of facilitating the ascertainment of the prevailing rate of rent, but this definition came into effect in those districts or those parts of the districts, which it was specially extended. In chapter X of the original Act, a more summary procedure was introduced for settling rents in cases where a settlement of land revenue was being, or was about to be made. The revenue officer in such cases was to prepare a settlement rent-roll in which the rent of each tenant, as settled by him, was to be entered. Rents entered in a settlement rent-roll duly published were considered as final, subject to a suit which may be brought within 6 months of publication upon certain specified grounds, among which fairness of the rate of the rent was not included.

A most important amendment was made by Act I (B.C.) of 1907. During the Settlement operations under Chapter X of the Bengal Tenancy Act, 1885 many instances of the abuse of power by the landlords were discovered. It was also felt that the
collection of their just dues should be facilitated. Further, in the course of the twenty years that had elapsed since the passing of the original Act, many ambiguities and anomalies had arisen owing to conflicting judicial opinions and decisions. The new bill empowered the local Government to extend the recovery of rents known as the certificate procedure. 

Raiyats were protected from ex-parte decrees and from illegal compromises by provisions which made it necessary for plaintiffs in rent suits to produce extracts from the record-of-rights, and which prevented civil courts from accepting compromises embodying illegal agreements. This provision gave greater authority to the finally published record-of-right, and a further safeguard in this direction was the provision that every entry in a record-of-rights duly published was to be presumed to be correct until it was proved by evidence to be incorrect. An addition was also made which rendered it possible to deal more stringently with landlords who failed to grant proper rent receipts. Another important addition to the law was a section which made it possible to prepare a record of water rights in areas where disputes were likely to arise.

The other Acts were more in the nature of supplements to the Bengal Tenancy Act of 1885 and dealt with specific districts like Champaran, Santhal Parganas and Chotta Nagpur.

During the twenties and early thirties of the present century substantial tenancy legislations could not be enacted

because agreement between the agrarian classes could not be reached, a condition laid down by the British Government.

To sum up, the provisions of the scheme of permanent settlement and the intervention of the state failed to provide fixity of rent and fixity of tenure to the tenants. The legal provisions were generally circumvented by the landlords and the benefits of legislation were thus marginal. It only provided for fixity of revenue in the interest of the landlords and the Pax Britannica. The absence of fixed rents and definite rights of tenants in effect provided the landlords with opportunity to enhance rents and force evictions of tenants from the lands occupied by them from generations. At the same time it was an objective ground for the organization and action of the peasants, particularly during the 1930s.

Before the problem of enhanced rents and eviction from land is examined in the context of fall in prices of crops in the wake of Great Depression, and rising population, let us have a look at the illegal exactions imposed by the landlords on the tenants so as to get at the gravity of the problem.

**Illegal Exactions and Cruelties**

It has already been discussed earlier in the chapter that the regulations circumscribing the powers of the landlords on their tenants like the Patta regulations, established pargana rates, creation of a village agency like the patwari, the grant of rent-receipts failed almost universally in Bihar. Apart from this many illegal exactions were imposed by the Zamindars either directly or through their amlas on the peasants. During the survey and settlement operations it was
discovered that abwabs were extracted from the cultivators. After some time these abwabs became a part of the rent. Then again they would reappear and get amalgamated in the rent. This condition was particularly prevalent in areas like Monghyr, Gaya and Patna where the system of produce rent was widely prevalent mostly in the bhaoli system and rarely in the batal system. The abwabs were also not unknown in the district where the system of cash-rents was prevalent. The official report on Shahabad lists abwabs in the cash-rent system from the notes of the attestation officers. It lists eight abwabs each on cash rents and produce rents. J.A. Hubback in his note on Produce rents of Monghyr and Patna mentioned other kinds of abwabs which were not found in Shahabad. Relevant to Danabandi system they were Dahiak (meaning one tenth), nocha and mangan, apart from amin khercha, kilali or sonari, etc. Dahiak was sometimes 1/32 of the asal or sometimes 1/16 of the asal. Manseri varied as different raiyats were exempted from it. Amin Khercha was variable, sonari was 1/80 of the asal, nocha was 1/20th, mangan bhaoli was 1/40 of the asal. Dahiak was permanent and mangan and nocha were subsequently added. In Monghyr, at Talsahersa Thana No. 207, Sikandra abwabs amounted to five seers.

56 "Note by J.A. Hubback on the Produce Rents of Monghyr and Patna District Found in the Course of Survey Settlement Operations in 1908-9" in P.W. Murphy, op. cit.; Appendix W; and E.L. Tanner, op. cit.

57 See Appendix I for the details of these abwabs.

58 Note by J.A. Hubback, op. cit., p. 165; and see Appendix II for abwabs in Patna.
The cruelties and illegal exactions were brought out by the enquiry report of the Bihar Provincial Kisan Sabha on Gaya. In Gaya the report listed 44 kinds of atrocities committed on the peasants. These atrocities ranged from garlanding the peasants with shoes, hanging them upside down and selling off the daughters of Kisans to exact their rents. The position of Gaya was no exception. In another pamphlet of the Bihar Provincial Kisan Sabha, illegal exactions, abwabs and cruelties of other district were mentioned. Pandit Ram Briksh Benipuri prepared a list of these as found in Masaura pargana of Patna district. In the bhaoli system he found 9 kinds of exactions, apart from these, he found 5 kinds of ordinary exactions. In order to secure these, he listed the prevalence of five kinds of cruelties. The position in the biggest zamindari of Maharaja of Darbhanga was the worst in this regard, particularly in the Dharampur pargana in the district of Purnea. On the basis of a report of the department of publications of Bihar Provincial Kisan Sabha, it was asserted here that the situation of illegal exactions and the methods of implementing them were by all means the worst in comparison to the ones imposed by the Planters of Champaran on the indigo peasants.

59 Swami Sahajanand Saraswati, op. cit.
60 See Appendix III for some of these exactions and cruelties.
62 Ibid., pp. 18-20.
63 Ibid., p. 20.
A list of fourteen illegal exactions was provided here. There were as many as six cruel ways of exacting these. These range from making the peasants sleep in the sun with woollen blankets tightly wrapped round their bodies, making them stand in water during winters to getting their houses encircled by the police, apart from beatings and fines.

**Produce Rent System**

A more fundamental factor than these exactions responsible for the rise of peasant movement in Bihar was the produce-rent system. As indicated earlier in this chapter, produce-rent system was prevalent in South Bihar. It was prevalent more in Gaya and Patna and to a lesser degree in Shahabad and South Monghyr. At the time of the Survey and Settlement operations in the district of Gaya the incidence of produce rents in these districts is indicated by the following table. The table shows the percentage of land on produce rents in the districts mentioned.

**Table No. 2.2**

<table>
<thead>
<tr>
<th>Serial No.</th>
<th>District</th>
<th>Percentage of Area held on produce rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Gaya</td>
<td>67.9</td>
</tr>
<tr>
<td>2.</td>
<td>Patna</td>
<td>44</td>
</tr>
<tr>
<td>3.</td>
<td>South Monghyr</td>
<td>32</td>
</tr>
<tr>
<td>4.</td>
<td>Shahabad</td>
<td>21</td>
</tr>
</tbody>
</table>


64 See Appendix IV for these exactions and cruelties.
The above table shows that the maximum incidence of produce rent in the South Bihar district was in Gaya followed by Patna, South Monghyr and Shahabad. In South Monghyr and adjoining three eastern thanas of Patna the Settlement Officers found incidence of landlord's share in produce rents very high. Illegal exactions or abwabs played a major part in high rents. Most of these districts were scenes of serious agitation conducted by the Kisan Sabha of the Province.

Systems of Produce-Rents

There have been two major systems of produce-rent - danabandi and batai - found in Gaya, Patna, South Monghyr and Shahabad. Other systems were also found. In Gaya a combina-

65 P.W. Murphy, op. cit., para 161.

66 Kisan Sabha, Government of Bihar, Home Political Department, Special Section, File No. 6a/1936; and Awadeshwar Frasad Sinha, op. cit., p. 7.

67 Apart from danabandi and batai the other systems found were mankhap and manhunda. Mankhap signified that a fixed amount of unhusked paddy per bigha was paid every year. In Patna a variety of this kind of rent was found called chauraha under which system a fixed amount of cleaned rice per bigha was paid. This system was nearly always associated with extremely high rates of rent. The tenants generally opposed the danabandi system and were for batai because, in the former system there was the danger of over-appraisal, estimated by the servants of the landlords. J.A. Hubback said in the note quoted above "civil courts have often rejected the estimates made by the landlord's servants". He went on to quote from a judgment of Carduff, who said as a District Judge, Patna, "the bhaoli danabandi system is one which, so far as my (perhaps) limited experience goes, presses very hardly on the tenants, and I think the evidence as to appraisements should be very carefully scrutinized". "Note by J.A. Hubback on the Produce Rents of Monghyr and Patna Districts found in the Course of Survey and Settlement Operations in 1908-1909" in P.W. Murphy, op. cit., Appendix W.
tion of these two systems was also found at places. Dana-bandī (also called bhaoli) signified the system under which the amount of the crop was estimated before harvest and rent was paid either in kind or in cash at a rate obtained by calculating the value of the crop appraised at current market rate or more usually above them. Batai was the name for the system under which the crop was divided on the threshing floor after harvest. It was usually described in the papers of the landlord as agorbatai which signified the watching of the crop to prevent depredations before cutting, as well as the division of the actual produce. In practice, however, it was usually described as batai.

Another snag in the system was delay in appraising the crop till the best time for reaping the crop was over. If the tenants reaped the crop in the meantime they were liable to be sued for rent at the highest rate of outturn found in the neighbourhood. Legal protection in such eventuality was expensive.

Since the appraisement was done by the amlas in front of others, the raivats in most cases had to pay heavily to the amla to secure a fair and timely appraisement.

E.L. Tanner in his report on survey and settlement operations in Gaya pointed out other defects of the system. One of the grounds of his objections to the bhaoli system was that it did not compel the landlord to maintain irrigation works in the spirit of a capitalist, as was maintained by  

68 In Kara estate in Gaya a custom was that paddy was under the danabandi system while the rabi crop was under the batai system. E.L. Tanner, op. cit.
George A. Grierson in support of the bhaoli system. He held that "the continued partition of landlords interests renders the smaller landlords less able to perform the duties of capitalists as was pictured by Dr. Grierson" because they could not have unity of control over the villages and as such failed to collect the labour necessary for irrigation works. The situation in bigger estates of Gaya was also the same. William Duke, Collector of Gaya wrote in 1905 on final report of the administration of the Tikari Wards estate:

"I do not consider that even the danabandi or appraise­ment system ever works really well in so great an estate as Tikari, because the officers could not keep a check on gu­mashtas. The Collector posed the problem faced in Ward's estate thus "If the gu­mashta go in with the raiyats it is easy for them to cheat the proprietor to a very large amount of it. If, however, they are not in good terms with the raiyats they may grossly overestimate.... In my belief no Zamin­dar can manage well on bhaoli system beyond such extent as can be rea­sonably worked by himself and his relations. Over and again raiyats have said to me "By the bhaoli system both the Zamin­dars and the raiyats are robbed and only the amlas prosper".

Share of the Landlord

Since the system failed to force the landlords to main­tain the irrigation works, the rationale of keeping 9/16th as the share of the landlord ceased. It was primarily owing to

69 Ibid., para 180.
70 Ibid.
this responsibility of the landlord that the share in the produce rent system was 9/16th as provided for in the Bengal Tenancy Act. In actual fact it exceeded much. On the basis of statistics in South Monghyr Hubback holds "...important fact to be gathered from these statistics is that it is mainly where the custom is, or is claimed to be danabandi that higher rates are claimed...out of 29,875 tenancies in which danabandi was found to be or claimed to be the system the landlords claimed more than one half in all but 6,501 tenancies". In the danabandi system in the most favourable cases the tenant got 43½ per cent of the grain crops and all the straw, while the landlord got 45½ per cent of the crop, the rest going to the servants, reapers, etc. According to J. Reid, Esq., I.C.S., "The tendency is, however, for the landlord's share to rise, and, where the landlords share is as much as 28 seers in the maund, the raiyat's share of the crop is reduced to 25½, although he has to undertake the labour of cultivation and all the expenditure in connection with sowing. The heavier incidence of the produce rent under the danabandi system appears to be due to the constant imposition of abwabs known by various names such as dehiaks, nocha, manseri, sonar, etc. and their gradual amalgamation with what is known as the asal rent, which is in reality the rent which is legally payable". In Patna it was discovered in some villages that the share of the landlord was enhanced to 27 seers in 40 seers, and it was seldom less than 22½ seers in a maund. This was indicated by the

72 P.W. Murphy, op. cit. Appendix W.
following case in Patna.

In village Onda, *tauzi* No. 306, the following rentals were found from the papers:

<table>
<thead>
<tr>
<th>Item</th>
<th>1282</th>
<th>1286</th>
<th>1296</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asal</td>
<td>...</td>
<td>...</td>
<td>20</td>
</tr>
<tr>
<td>Dahiak</td>
<td>...</td>
<td>...</td>
<td>2\text{\textfrac{1}{2}} Total 22\text{\textfrac{1}{2}}</td>
</tr>
<tr>
<td>Mangan</td>
<td>...</td>
<td>...</td>
<td>1\text{\textfrac{1}{4}}</td>
</tr>
<tr>
<td>Nocha</td>
<td>...</td>
<td>...</td>
<td>1\text{\textfrac{1}{2}} Total 25</td>
</tr>
<tr>
<td>1296 Asal</td>
<td>...</td>
<td>...</td>
<td>20</td>
</tr>
<tr>
<td>Dahiak</td>
<td>...</td>
<td>...</td>
<td>2\text{\textfrac{1}{2}}</td>
</tr>
<tr>
<td>Mangan</td>
<td>...</td>
<td>...</td>
<td>1\text{\textfrac{1}{4}}</td>
</tr>
<tr>
<td>Nocha</td>
<td>...</td>
<td>...</td>
<td>1\text{\textfrac{1}{4}}</td>
</tr>
<tr>
<td>Road Cess</td>
<td>...</td>
<td>...</td>
<td>1\text{\textfrac{1}{4}}</td>
</tr>
<tr>
<td>Amin Kharcha</td>
<td>...</td>
<td>...</td>
<td>3\text{\textfrac{1}{4}} Total 27 seers</td>
</tr>
</tbody>
</table>

which included road cess. More than six seers were abwabs, even if \( \frac{5}{6} \) seers were apportioned for road cess.


It can safely be concluded from the above evidence that the produce rent system was disadvantageous to the tenants. It is abundantly clear that landlords had under the *danabandi* system enhanced rents, that they over-appraised the crops, and that they enforced compliance with the exorbitant demands by the threat of withholding water supplies. The produce-rent system was, therefore, incompatible with the tenant right.
Under the system occupancy tenants paid away rents aggregating nearly 3/4th of the value of the crops, as had been the case frequently, occupancy rights had no value and the tenants became merely the servants of the landlords. Hence there was campaign for commutation of rent in kind to rent in cash. The commutation of rents was done during the survey and settlement operations in various districts. This was generally done in a manner not injurious to the landlords. On the strength of enquiries made by Tanner in Gaya where commutations of produce-rents had been carried out on extended scale and the estimates of Hubback in Shahabad, Murphy held "...the commutation proceedings have not seriously affected the landlord's net incomes".

The various survey and settlement operations, particularly in South Bihar indicated that the old system of produce rents was breaking down and that there was need for commutation of rents into cash.

**Commutation of Rents During 1915-1932**

The commutation of rents into cash during this transitory phase coincided with the period of exceptionally high prices. As officially discovered, later these commutations were


74 Ibid.

made far in excess of the cash rents paid at the time of the preparation of the last record of rights, because, the commutation officers, almost without exception, had considered that old cash rents were not relevant to the decision of the case, or, had not given sufficient consideration to the old cash rents, or, had made no serious attempt to discover the rates of cash rents paid for similar lands in the vicinity. So the rents were fixed at rates ranging from Rs.15/- to Rs.40/- an acre in Patna, Gaya and Monghyr districts.

This circumstance posed very acute problems during the period of fall in prices and led to peasant agitation for rent reduction in the province. Even "before the fall in prices began, defaults in the payment of these high rents increased, a large part of the lands was sold in execution of rent decrees, and some of them were found (in the Patna district) to have been resettled at rents even higher than those fixed in the commutation proceedings. In other cases the length of the commutation proceedings had exhausted the financial resources of the tenants, and they had, in consequence, lost their lands. There is reason to believe that families of cultivators retained their lands by paying the high cash rents from sources other than the income from the land". Williams considered that these commutations at high rates were done partly because of the defects in the produce rent system, partly due to the procedure adopted in commuting them and partly owing to the

76 Ibid., p. 41.
high prices during the twenties of the present century.

**Fall in Prices**

As indicated a little earlier, the fall in prices of the staple crops during and after the world-wide Great Depression caused greater hardships to the peasants. On the basis of the average prices of the staple crops in Bihar it can be stated that as a rule the prices started an upwards trend since 1885, exceptions being 1911, 1913, 1917-18. The high level of prices remained steady during 1922 and 1927 when they reached the peak. They dropped sharply with the depression, and reached the bottom in 1933, which was equivalent to the price level of 1912. Taking the decade 1919-1929, the average annual prices

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In his defence, Williams gave lengthy extracts from the judgment of Mr. P.W. Murphy, Commissioner, dated the 13th October, 1931, in case Nos. 400 and 413 of 1931, of village K. Lodipur Karasawan alias Aiman Bigha, Pargana Sanda, Tauzi Nos. 62901/1, 6290/2; Extract from the judgment of Mr. P.W. Murphy, 2nd December, 1930, in case Nos. 556, 557 and 558 of 1930 of village M. Mohanpur Panhesa, Tauzi No. 16542 and 16543; Extract from the judgment of Mr. J.R. Dain, C.I.E., I.C.S., Additional Member of the Board of Revenue, dated 1st April, 1932 in case No. 4 of 1932 of village Lodipur Karasawan alias Amin Bigha, Tauzi No. 6290, Pargana Sanda; Extract from the judgment of the Hon'ble Mr. J.A. Hubback, C.S.I., Member, dated the 10th March 1934, in case Nos. 236 and 242 of 1933 of estate Kurnichak, Pargana Gayaspur, Tauzi Nos. 9694 etc. district Patna. In the first extract Murphy held that "the principles on which these cash rents have been fixed are unsound"; in the second extract he held that the 'rates fixed vary considerably from one officer to the other. Dain maintained that it was not only the procedure adopted in commuting the rents "but also the system itself that is to blame for the result" because certain practices crept into the Rent law like that of "crop-cutting system", the "duration of the proceedings". Hubback also maintained that the "commutations carried through during the last 12 years on a basis which the Board considers is thoroughly unfair and unsound", pp. 50-53.
of rice were 25 to 48 per cent higher than those of 1938. In six years the prices were over 40 per cent higher than those of 1938, and only in one year, 1923, were the prices less than 30 per cent above those of 1938. The level of prices of maize was even higher. By taking the decennial averages, the level of prices of rice between 1919 and 1930 was from 18 to 30 per cent higher than the level of 1928. The trends of prices in the districts of Patna, Gaya, Monghyr and Shahabad showed similar features. The discrepancy created enormous problems for the tenants.

If we take into consideration the discrepancy of the commutation of rents during the transitory period, the problem assumed menacing magnitude resulting in increasing number of rent suits. The following table shows the magnitude of suits instituted in various districts.

<table>
<thead>
<tr>
<th>No.</th>
<th>District</th>
<th>No. of Cases</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Muzaffarpur</td>
<td>32,369</td>
</tr>
<tr>
<td>2.</td>
<td>Saran</td>
<td>26,699</td>
</tr>
<tr>
<td>3.</td>
<td>Darbhanga</td>
<td>26,608</td>
</tr>
<tr>
<td>4.</td>
<td>Purnea</td>
<td>21,255</td>
</tr>
<tr>
<td>5.</td>
<td>Shahabad</td>
<td>19,178</td>
</tr>
<tr>
<td>6.</td>
<td>Patna</td>
<td>18,743</td>
</tr>
<tr>
<td>7.</td>
<td>Bhagalpur</td>
<td>18,662</td>
</tr>
<tr>
<td>8.</td>
<td>Monghyr</td>
<td>17,396</td>
</tr>
<tr>
<td>9.</td>
<td>Gaya</td>
<td>10,475</td>
</tr>
</tbody>
</table>

Source: Report on the Administration of Civil Justice in the Province of Bihar and Orissa During the Year 1933 (Patna, 1934).

See Appendix V for prices of staple crops and graphs showing the trend in the districts mentioned.
The number of rent suits greatly increased during the period 1929-1933 as is indicated by the following table.

Table No. 2.4

<table>
<thead>
<tr>
<th>Year</th>
<th>Money Suits</th>
<th>Rent Suits</th>
<th>Title Suits</th>
<th>Total No.</th>
<th>Total Value (Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1929</td>
<td>52,514</td>
<td>123,458</td>
<td>21,414</td>
<td>197,386</td>
<td>6,64,94,470</td>
</tr>
<tr>
<td>1930</td>
<td>52,581</td>
<td>122,355</td>
<td>19,355</td>
<td>193,966</td>
<td>5,73,02,046</td>
</tr>
<tr>
<td>1931</td>
<td>53,196</td>
<td>122,116</td>
<td>16,588</td>
<td>191,900</td>
<td>4,42,32,266</td>
</tr>
<tr>
<td>1932</td>
<td>54,659</td>
<td>121,926</td>
<td>15,275</td>
<td>191,860</td>
<td>6,19,57,896</td>
</tr>
<tr>
<td>1933</td>
<td>54,149</td>
<td>149,036</td>
<td>15,386</td>
<td>218,785</td>
<td>4,90,78,980</td>
</tr>
</tbody>
</table>

Source: Report on the Administration of Civil Justice in the Province of Bihar and Orissa During the Year 1933 (Patna, 1934), p. 4.

It is clear from above in the words of J.G. Shearer, Registrar, that the "effects of economic depression on the institution of suits are still serious." Fall in prices, combined with the nature of tenurial system in Bihar made the peasant defenceless in the face of land eviction on real or imaginary causes.

Rural Indebtedness

Rural indebtedness was a permanent feature of the peasant life in India generally and Bihar, particularly. The total figure of indebtedness was £225 millions in 1911, £450 millions in 1922 and £675 millions in 1930. After the Great

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79 Report on the Administration of Civil Justice in the Province of Bihar and Orissa During the Year 1933 (Patna, 1934), p. 4.
Depression the increase was variously estimated at fifty to cent percent. Therefore, according to an official handbook, "indebtedness, often amounting to insolvency, is the normal condition of a majority of Indian farmers". According to the Report of the United Provinces Banking Enquiry Committee "Everything is against him (the peasant). Because he is a cultivator, he must borrow to secure his crop, because his holding is small and has to support more persons than it can feed, he must increase his borrowing to keep those persons alive while the crop is in the ground. His caste and his religion compel him to borrow a third time to meet the cost of customary ceremony. As the debt grows, the repayment of it becomes more difficult until at last some calamity comes upon him, repayment becomes impossible, and he sinks into a state of chronic indebtedness from which death alone can release him". In Bihar and Orissa the problem of rural indebtedness was the most acute. It was to the tune of one hundred and fifty-five crores - out of this twenty-four crores was that of landlords, one hundred and twenty-nine crores that of the ordinary tenants and two crores that of others.

**Nature of Tenures**

In Bihar there were multiplicity of tenure rights. There were intermediate tenures (which were a result of sub-infeudation and difficulties of rent collection, absentee

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81 Ibid.
landlordism) and raiyats' tenures and the tenures of under raiyats.

Intermediate Tenures

During the medieval period certain intermediate tenures had made their appearance and at the time of the permanent settlement these were recognized as Shikmi, mazkuri and shamili tenures. Many other independent tenures were created like the patnidar of Bengal, which began from the estate of Maharaja of Burdwan, and then spread to other parts of the province. Patnidar system resulted from the process of sub-infeudation. A parallel of patnidar system in Bihar took the form of istimari, mukarrari and maurusi tenures. Istimari was used to denote a tenure which was permanent, but it did not imply anything about the fixity of rent; Mukarrari ordinarily meant a tenure on fixed rent, but not necessarily, one that was permanent and hereditary, though it was commonly used for tenures that carried all the three qualifications. Maurusi was used to denote ancestral tenure or more often a raiyat's holding as distinct from tenancies acquired without memory; it did not usually in Bihar denote fixity of rent. In the record of rights, tenures which were permanent (and, therefore, by reason of Section 11

83 According to the Bihar Tenancy Act, 1885, a tenure holder was said to mean "primarily a person who has acquired from a proprietor or from another tenure holder a right to hold land for the purpose of collecting rents or bringing it under cultivation by establishing tenants on it, and includes also the successors in interest of persons who have acquired such a right", The Bihar Tenancy Act (Patna, 1975), p. 15.

84 Report on the Administration of the Territories now included in the Province of Bihar and Orissa, 1911-12 (Patna, 1913), paras 180, 182.
of Bengal Tenancy Act heritable) were described as "Istmari lekin Mukarrari nahin" unless they were held at a fixed rent, when the phrase "istmarari mukarrari" was used. This was a class which removed the tenants away from the landlords. It was a class which was interested only in the collection of rent and had no interest in the process of agricultural production. Therefore, it was a class living on the toil of the tenants.

Another and the lowest section in the chain of tenurial arrangements were the raiyats and under-raiyats. It was this class which suffered because of the position of insecurity and uncertainty of their rights at the time of permanent settlements. As indicated earlier, they remained insecure because the attempts of the English Officers during the Company rule to determine their position and rights had failed. Harrington remarked "The omission of definite Rules in the Regulations of 1793, for declaring and securing the rights and tenures of the raiyats is to be accounted for by the extreme intricacy and difficulty of the subject...." Earlier in this chapter we have pointed out the problem of the raiyats. At the time of permanent settlement, certain rights were granted to that section of the peasantry whom they called Khudkasht raiyats

85 According to the Bihar Tenancy Act a Raiyat means primarily "a person who has acquired a right to hold land for the purpose of cultivating it by himself, or by members of his family or by hired servants, or with the aid of partners, and includes also the successors in interests of persons who have acquired such a right". The Bihar Tenancy Act, 1885 (Patna, 1975), p. 16.

86 See Introduction.

(resident cultivators), and made certain arrangements for securing those rights; the other class of raiyats was called Paikasht (non-resident cultivators) who were not on equal footing. According to Bihar Tenancy Act of 1885, raiyats were classified into: (1) raiyats holding at fixed rates, which expression meant raiyats holding either at rent fixed in perpetuity or at a rate of rent fixed in perpetuity; (2) occupancy - raiyats, that is to say, raiyats having a right of occupancy in the land held by them, and (3) non-occupancy-raiyats, that is to say, raiyats not having such a right of occupancy.

In Monghyr the intermediate tenure holders were called chakbandars and thikadars. These combined some of the characteristics of raiyats and tenure holders. Many of them had taken settlement of land for the purpose of reclaiming it and bringing it under cultivation, and might, therefore, be considered to be raiyats, but some of these had, by subletting at a profit greater portion of their lands, assumed the character of tenure holders.

Problem of Land Eviction

The raiyats with occupancy rights faced this problem in the most acute form during the period under study, though the problem existed even earlier, as is evident from the khanapur stage in Shahabad. The problem assumed different forms in

88 The Bihar Tenancy Act, 1885 (Patna, 1975), p. 15.
89 P.W. Murphy, op. cit., para 80.
90 J.A. Hubback says "the chief disputes during the Khanapur Seasons of 1910-1911 and 1911-12 were those between landlords claiming land as Bakasht and tenants claiming occupancy rights". J.A. Hubback, op. cit., p. 52.
different districts. In places like Reora in Gaya the struggle of the peasants took place because the land occupied by the raiyats was sold in claiming arrears of rent. In Barahiya Tal in Monghyr the Zamindars did not give to the raiyats identical land for cultivation year after year so as to circumvent the necessity of giving them occupancy rights over lands cultivated by the raiyats for generations. It was stipulated that raiyats assumed occupancy rights in those lands which they cultivated for 12 years and on lands in the same village which they had held even for a lesser period, according to the Bengal Tenancy Act, 1885. The problem of eviction took place in the so-called bakasht land. According to the Bihar Bakasht Disputes Settlement Act, 1947, the expression bakasht land means any land, other than proprietor's private land as defined in Section 120 of Bihar Tenancy Act, 1885, "which a proprietor or tenure holder claims to be cultivating with his own stock or by his own servants or by hired labour". Proprietor's private land was defined in Section 120 of the Bihar Tenancy Act thus, "land which is proved to have been cultivated as (Khamar), ziraat, sir, nij (nijjot) or khamat by the proprietor himself...for twelve continuous years immediately before the passing of this Act, and (b) cultivated land which is recognized by village usage as proprietor's (khamar), ziraat, sir, nij (nijjot) or khamat". The Zamindars were taking away the lands rightfully belonging to the raiyats and declaring them Bakasht.

Summary and Conclusion

The permanent settlement created fixity of revenue by giving rights of proprietorship to a new class of landlords without giving the rights of fixity of tenures and fixity of rents, with the belief that peace and prosperity was best guaranteed with the institutions of private property in land. The intervention of the state (allowed in the scheme of permanent settlement with the purpose of fulfilling the solicitous aims of Lord Cornwallis) took place on the basis of this understanding. It immediately increased the powers of the Zamindars over the tenants, a result not stipulated in the original scheme - proving ruinous for the latter. Cunningham stated in the Finance Commission Report (1878) "there is no certainty as to the tenure.... The relations of landlord and tenant are those of a high-handed, unscrupulous proprietary class breaking the law to increase their own illegal gains on the one hand, and a tenancy, robbed of it rights through the negligence of the rules on the other.... The condition of the People (of Bihar) has long become a scandal of the Bengal Administration". As a result, by the middle of the nineteenth century, a shift in the basis of state intervention took place. The idea of peasant proprietorship as the *sine qua non* of peace and progress gained ground in the world of liberalism. It had its impact on the rulers here with varying degrees. In the areas of permanent settlement many important tenancy legislations were made. They were, however, made in such a manner that a compromise was sought to be arrived at between the landlords and peasants. Naturally peasant proprietorship was a casualty of this state
intervention. No fundamental change was brought about in the institutional framework of permanent settlement. The interests of the peasants could not be protected. Whatever provisions were made in support of their interests could not be safeguarded and enforced primarily because of the nature of state intervention and the unrelenting efforts of the landlords to check any attempt at providing relief to the tenants. The landlords had opposed the passage of the Bengal Tenancy Act of 1885, and other acts passed in Bihar. They circumvented the law with the result that the tenants were deprived of tenancy rights, they had no occupancy in land, no rent receipts to claim that occupancy; owing to the temporary nature of tenures the tenants were subjected to enhancements of rents, the illegal exactions and maltreatment. The tenants suffered from chronic indebtedness.

On the issue of rents, when the bhaoli system was collapsing,

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93 The Maharaja of Darbhanga, Sir Lakshmeshwar Singh opposed the act in the Old Imperial Legislative Council. Selections from Papers Relating to the Bengal Tenancy Act, 1885 (Calcutta, 1920), quoted in Girish Mishra, op. cit., p. 236; Sir Ganesh Dutt Singh, a leading spokesman of the landlord class, who was minister for local self government since 1923, later leader of opposition during the time of Congress Ministry in the province opposed the introduction of the Bihar Restoration of Bakasht Lands and Reduction of Arrears of Rent Bill No. 3, 1938 on the ground, that it violated the right to private property. For this latter point see Bihar Legislative Assembly Debates, vol. III, Part I, 1938.

94 Official opinion from the district level upwards was convinced of the evils of the system. Most of the officers incharge of the Survey and Settlement Operations wrote against the system. The factors leading to the collapse were internal abuses and the rising trend of prices in the first quarter of the century inducing the tenants to apply for money-rents.
the intervention of the state in the matters of commutation of rents from kind to cash proved burdensome even before the disastrous effects of economic depression made the living conditions of the peasantry revolting. The immediate factor of economic depression, the long standing economic causes along with other political factors created the environment of campaigns and struggles as regards rent reduction, rural indebtedness and land eviction highlighting the need of abolition of landlordism during the period under study.