CHAPTER VII

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The origin and the development of Jenmi system in Travancore has been a subject of serious study in recent times. Scholars of eminence like Kunjuraman Nair, Logan, Baden Powell, and T. Madhava Rao, have expressed divergent views on this complex socio-economic problem. The traditional view is that Parasurama, the legendary founder of Kerala, reclaimed the whole of Kerala from the sea and made a free gift of it to the Brahmin settlers brought from the neighbouring states. Subsequently Brahmins as the most influential class assumed superior rights over the land which was acquiesced in by the rest of the population.

Jenmam Tenures

Now we shall consider the origin and development of Jenmi system. Many are the theories advanced to explain the origin of this systems. The following are the views of some other eminent persons on the subject.

1. Raja Sir T. Madhava Rao's view

A Jenmi is often termed as a land-lord. Any person, who holds a patta from a Collector in a British District and under it
holds lands from the British Government subject to Government tax more or less, is called a land-lord in ordinary language.\(^1\) Even in Travancore, any coffee planter or indeed any ryot who held lands under a grant from the \textit{Sirkar}, etc. or might be called a land-lord. But be it remembered, such land-lords were not \textit{Jenmis}.\(^2\)

A \textit{Jenmi} differed from such land-lords in that he did derive his title to lands from the \textit{Sirkar}, etc. His title to the \textit{Jenmam} lands was inherent. He was, so far as his \textit{Jenmam} lands were concerned, a little territorial sovereign in a limited sense. He was landlord of his \textit{Jenmam} domain exactly in the sense in which the \textit{Sirkar} was land-lord of all the land in grants to planters and indeed to all ryots in general, in the sense in which the British Government was land-lord of all the ryotwari lands of the East Coast Districts of the Madras Presidency.

The origin of \textit{Jenmam} property may be briefly explained here with a view to make the rights of \textit{Jenmis} clear. Kerala \textit{Desam} was originally conquered by \textit{Parasurama}, and this great

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\(^2\) \textit{Ibid.}
warrior parcelled out the conquered lands among a limited number of Brahmins. The Brahmins then became territorial lords, each independent of the rest. From that early age, the lands had descended with the tenure almost unimpaired. The lands so belonging to each Brahmin were said to constitute his Jennam, and the Brahmin himself was called a Jenmi. These lands, so long as they continued in possession of the Jenmi, were free of all taxation.

Jennam lands were precisely what were in Europe called allodial properties as contra-distinguished from feudal. It must be clear from what had been stated that all the lands in Travancore belonged to a body of Jenmis. There were no lands that did not belong to some Jenmi or other. But it is remembered that the Sirkar itself was one of those Jenmis, having come to possess Jennam lands by gift, purchase, escheat, confiscation and other ways. It was only a great Jenmi, great in the sense that its Jennam property was extensive. If any person wanted land in Travancore, he must obtain it from and hold it of, some one of the body of Jenmis, i.e. from the Sirkar, which was the chief Jenmi, or from some other Jenmi.

4 Ibid.
2. Madras Revenue Register

It is seen from the Madras Revenue Register⁵ of which the Jenmi of the Malayalam country was an absolute free-holder and possessed entire immunity from all taxation on account of his land. This state of things was attributed to an act of the great warrior Parasurama. Thus a Jenmi in Malabar differed altogether from the land-lords of the rest of the Madras Presidency, who, whether as Zamindars, Mittadars or ryots, held entirely of the Government.⁶

3. Dewan Seshiah Sastry's view

Jenmam lands may be sub-divided into (1) Devaswam and (2) Brahmaswam, i.e. those held by pagodas and those held by Brahmins.⁷ The normal condition of the Jenmam tenure was absolute freedom from taxation of any kind and the tenure dates from the remotest period of antiquity. The tenure, however, ceased the movement it passed into alien lands (that is, non-Jenmis) for a money consideration, whatever the nature of the transaction. The mere letting out of the lands for annual rent to a tenant for

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⁵ The Madras Revenue Register, vol.IV, Trivandrum, 1870, p.34.
⁶ Ibid.
whatever period did not vitiate the tenure. The moment an alienation (kanam) did take place, the land become liable to a light tax called *Rajabhogam* amounting in the case of gardens to \( \frac{1}{6} \) or \( \frac{1}{8} \) of the full rental and; in the case of paddy lands to nearly the same proportions of grain rent, i.e. \( \frac{1}{2} \), \( \frac{3}{10} \) or \( \frac{1}{10} \) of the quantity of seed required to sow the land, while the full grain rent would be represented by an average of three times the quantity of seed. Even if the mortgage was afterward redeemed by the *Jenmi*, the tax would continue to be levied from the land. If the mortgage died heirless, his rights escheat to the *Sirkar*. So also if the mortgage (*Kanamdar*) abandoned the land, owing to the land becoming unfit for cultivation it was at once transferred to the *Sirkar* and granted by the latter as a *Sirkar Pattom* tenure.

The *Madampimar* who are generally Nairs or other non-Brahmins were in common parlance also called *Jenmis*, though, strictly speaking, they were not, because their lands were always subject to *Rajabhogam* even from the very beginning. These lands also were seldom alienated by absolute sale. If they were so alienated, the tenure would extinguish and the land become the property of the *Sirkar*. The purchase money less a fine of 25 per cent was given credit for, and interest was allowed on the 75 per cent, only the balance being added to the existing *Rajabhogam* tax. On every such
alienation, this fine of 25 per cent, was levied and ultimately the entire purchase money disappeared and interest added to Rajabhogam which absorbed all the rental and might even exceed it.

4. Justice Kunjuraman Nayar's view

The term ‘Jenmam’ was originally used by the Brahmins exclusively to denote their allodial proprietorship and is still used in that sense in Courts of Travancore, though in other parts of Kerala and in popular parlance in Travancore, the term is now universally employed to denote the full proprietary right in the land of any class of people.  

It had been supposed in some quarters that the Jenmam and kanam were originally mere offices of rank and did not denote any rights in land, but these novel theories, opposed as they were not only to popular and received nations on the subject but also to the weight of authority of early enquiries into the land tenures on the west coast, might be disposed off by the simple remark that any one pursuing the Jenmam or attipper deeds, could be struck with the idea that Jenmam right contained within itself the full rights of an allodial

9 The out and out surrender of the Jenmis rights by sale.
proprietor and that the parties had expressly employed words to show how complete the dominion was that had thus been brought and sold.\textsuperscript{10}

The \textit{Jenmam}, signifying birth or life, might not be a very accurate term to express a tenure of land and there was no doubt that originally the term included many territorial, social, taxation and other incidents which pertained to the \textit{Jenmiship} in the persons, families and institutions to which the title with its privileges was attached; but, for the last 200 or 300 years the term had been used on the West Coast generally to denote prescriptive hereditary property in the land. The conveyances in Travancore employed in conveyances more general words than to be found in the old English deeds.\textsuperscript{11} They preferred to sell not only the surface of the soil within defined boundaries but stones, thorns, roots, pits, mounds, treasure, lower earth, water, ores, foot-paths, and streams. These point to an ownership of soil as complete as was ever enjoyed by a freeholder in England.

Several \textit{attipper} deeds in which the fulfilment of the above requirements was recited as a matter of form, were to be met with along the Malabar Coast, and we have also come across documents showing the sale of land, the gift of lands, and the inheritance of lands, all in

\textsuperscript{10} T. Kunjuraman Nair, \textit{op.cit.}, p.38.

\textsuperscript{11} \textit{Ibid.}
complete ownership. It is thus clear that the Jenmam on the Malabar coast had long been regarded as the ‘plenum dominun’ in the soil and the Jenmi as the possessor of that ‘planum dominum’.

5. Logan's view

According to Logan, Jenmam and kanam were originally political officers, conveying each a right to a definite customary share of the produce, and rights of property in the soil were imperfectly developed even at the time of the Mysorean invasion.

The unit of the Hindu social system was the family, but not the individual. An association of families formed a body corporate or guild, these corporate bodies had each distinct functions to perform in the body politic, and those functions were in old times strictly hereditary. The Nairs were the people of the 'the eye', 'the land' and 'the order' and it was their duty to prevent the rights from being curtailed or suffered to fall into disuse. The word 'kanam' comes from the Dravidian word Kanuka ( = to see or to be seen) and the root from which that verb is derived in kan ( = the eye), so that kanam in its original sense seems to have denoted this function of their in the

body politic.\textsuperscript{15} But what was this supervision right (\textit{kanam}) The \textit{kon} (shepherd, king) and the \textit{pathi} (lord, master) had shares of the produce due to them as the persons of authority in the land. And the specific word used to denote these shares was \textit{pattom}, signifying the \textit{padu} (\textit{authority’s}) \textit{varam} (share).\textsuperscript{16} The Nairs were no doubt spread over the whole face of the country protecting all rights, suffering none to fall into disuse, and at the same time supervising the cultivation of the land and collecting the \textit{kon} or king’s share of the produce and the public land revenue.

All the State functionaries employed had well-defined shares of the produce set apart for them. The \textit{kon} or king had his share. The \textit{pathi} or overlord\textsuperscript{17} had likewise a share. And, if there was no such \textit{pathi} or hereditary grantee, then it seems, his share would go to the general body of protectors and supervisors the ‘six hundred’ – the Nair guild, the \textit{kanakkar}.\textsuperscript{18}

But, when the right of the \textit{Perumals} came suddenly to an end, their (\textit{kon’s}) share of the produce was, in Malabar at least, certainly not passed on to the chieftains who in some measure supplied the

\textsuperscript{15} \textit{Ibid.}

\textsuperscript{16} \textit{Ibid.}

\textsuperscript{17} \textit{Ibid.}

Perumal's place. These chieftains certainly had revenues from their demesne lands, but from the lands of the bulk of those subject to them they certainly levied nothing. The chieftains were hereditary holders (Jenmis) of the lands from which they derived a share of the produce, and, on the other hand, the bulk of their subjects - the headmen of the Nair protector guild had likewise become hereditary holders (Jenmis) of their own lands by usurping the kon's share of the produce. This is the only explanation which accounts for the state of the facts at the time of the conquest of Malabar.¹⁹

If the fundamental idea of the Malayala land tenures was borne in mind, namely, that the land was made over in trust to certain classes for cultivation, the above would be seen to be a most natural outcome of the Hindu system. Therefore it was erroneous to suppose that the Jenmi was the dominos, it was equally inaccurate, to say of the kanakkar or supervisors that they were the real proprietor of the soil.

The Nair kanakkar collected the share of the produce due to the Jenmi. But Jenmis were at times hard pressed for coin and it became customary for them to borrow what money they wanted from

¹⁹ W. Logan, op.cit., p.225.
the *kanakkar*. In proportion to the sum borrowed the *kanakkan* deducted from the *pattom* \(^{20}\) collected by him for the *Jenmi* a quantity of produce sufficient to meet the interest on the sum lent. The interest was calculated at certain customary rates and the balance of produce alone went to the *Jenmi*.\(^{21}\) What he pledged was evidently noted the soil itself but only his share of its produce so far as that went, and after that his other income and emoluments attaching to his status as *Jenmi* of the land. But the civil courts, acting on the idea the *Jenmi* was a dominus and as such entitled to take what he could get out of the land, viewed his pledges as pledges of the soil itself, and in this way they had almost completely upset the native system of customary sharing of the produce.\(^{22}\)

Under that system of customary sharing of the produce, the *kanakkan* advance to the *Jenmi* used to be periodically revised in one or other of two ways, namely,

1. A deduction of about thirteen per cent of the advance was made and a renewal deed showing the loan diminished by this percentage prepared or

\(^{20}\) The *padu* or authority’s *varam* or share.


2. No deduction was made, but instead of it the Kanakkaran made of the Jenmi a payment equivalent to the customary deduction described in (1) and the renewed deed showed the full original sum advanced.

The latter method (2) is that which had generally been adopted, and the periodical renewal fees – now, however, extravagantly enhanced, amounting in the most favourable cases at about twenty five per cent, of the mortgage advance – form one of the regular sources of a Jenmi’s income. This idea at the root of this system of renewals was that in due course of time the Jenmi’s customary share of the produce should be free from the mortgage which mutual advantage both to the Jenmi and to the Kanakkaran.²³ If, on the other hand, it was to their mutual advantage to maintain the existing relation, the payment made in lieu of the customary deduction was of advantage to both of them. This system was admirably conceived for binding the two classes together in harmonious interdependence. When after a series of renewals by the method (1) described above the Jennam holding had been freed from mortgage, the parties ²⁴ simply resumed their original stations. The Kanakkaran began to yield up

²³ Ibid.
²⁴ Jenmi and Kanakkaran.
again to the Jenmi the whole of the Jenmi's customary share, as he had been in the habit of doing before the loan had been made, and remained on the holding in his capacity as supervisor.25

6. Sir Charles Turner's view

The late Sir Charles Turner, Chief Justice of Madras, after severally criticising this view of Logan and exposing some of his assumptions, proceeds to State. "It appears to me impossible to resist the conclusion that, whatever the origin of the title, the Jenmis were, and for centuries before British rule had been, the owners of the soil in full proprietary right; and that their rights were recognised even by the class that would have been most hostile to them, the Mapilas, who owing to the persecution of Tippu had for some years been the masters of the situation. Indeed this seemed to be admitted by Logan, for he notices that when the jenmis fled the country, they received considerable advances in money from their Mapilah tenants".26

7. Baden Powells' view

Baden Powell does not accept Logan's etymologies, but relying on Logan's history, tries to show that the claim to Jennam right

25 W. Logan, op.cit., p.228.
is an instance of the phenomenon common in India, of Rajas or chiefs who were originally rulers and claimed only revenue without interfering with the proprietary title of the original soil occupants, gradually, as their rule was weakened by invasion or conquest assuming the rights of land-lords and demanding rent.\textsuperscript{27}

The early organisation, into \textit{tharas} and \textit{nadus}, as described by Logan, is according to him typically Dravidian and the next stage, the introduction of a king, to whom a land revenue was assigned, was in accordance with the custom common to Dravidians and Aryans.\textsuperscript{28} The petty chiefs, who succeeded the Perumals, claimed no general land revenue and were content with demesnes, feudal services and miscellaneous revenues, but with the Mysorean conquest, a general land revenue was reintroduced, and the petty chiefs became land-lords or Zamindars in their turn paying revenue. The land-lords were called the \textit{Jenmis}.\textsuperscript{29}

\textbf{The Rights of Jenmis}

The major rights of the \textit{Jenmis} are:

1. The \textit{Jenmi}, being the owner of the soil of the holding, was entitled to everything standing or growing thereon. The

\textsuperscript{27} Baden Powell, \textit{Land Tenures of India}, London, 1942 p.120.

\textsuperscript{28} Baden Powell, \textit{loc.cit.}, p.126.

\textsuperscript{29} \textit{Ibid.}
*Kudiyan* was entitled only to a share of the value of the improvement made by him.

2. The *Jenmi* was entitled to redeem the lease at the end of the term. But subsequently this right was exercised only in exceptional cases, e.g. if the tenant denied his *Jenmi*’s title or committed waste or allowed *michavaram* exceeding the amount of the *kanam* to fall into arrears. In all cases of eviction, the *Kudiyan* was entitled to be paid the value of the improvements made by him.

3. The *Jenmi* enjoyed a reasonable right of veto against the transfer of a portion of the holding by the tenant.

4. If the tenant himself offered to surrender his holding, he had to forfeit a fixed percentage of the *kanam* amount, but the *Jenmi* was bound to accept the surrender and pay for the improvements.

5. Instead of redeeming at the end of the term, the *Jenmis* used to renew the deeds, if the *Kudiyans* paid a fee for such renewal. At the time of the renewals, the right of the *Jenmi* to revise and readjust the terms of the tenancy was fully admitted and freely exercised.
The Rights of the Kudiyan

1. A right to enjoy the land for twelve years.

2. A right to sell, mortgage or otherwise alienate his interest in the holding and, with the Jenmi's consent, a right to sell his interest in a portion of the holding.

3. A right to make improvements suitable to the holding and to be compensated therefore at the time of eviction.

4. A right to compel the Jenmi to accept surrender of the holding; and

5. A right to cut down the branches of trees and trees not yielding valuable timber for fuel or for other domestic purposes.

The Kudiyan and his Duties

1. To pay michavaram, renewal fees and other customary dues.

2. To report to the Jenmi any invasion of his right by third parties, and

3. To share the value of the improvements with the Jenmi at the time of eviction or surrender.

The Payments made by the Kudiyan

The payment made by the Kudiyan (tenant) to the Jenmi (land-lord) fell under three heads.
1. Anna
2. Occasional and
3. Once in twelve years

The annual payment consisted of (1) michavaram or rent fixed by the deed and (b) onakkalccha or ulsavakkappu i.e. present by the Kudiyan at the time of the Onam festival or, if the Jenmi happened to be a Devaswam, at the time of the annual festival in the temples. Sometimes in the case of garden lands Panchaphalam was also levied. The tenant was bound to pay these dues in time, failing which interest was charged. The Jenmi could also reimburse himself out of the kanam amount.

The chief among the occasional payments were the Aradanthram fees (Arukalccha) and the Kalasavari. The Aradanthram fees were contributions made by the tenant on the occasions of six important ceremonies in the Nambudiri Jenmi’s household. The ceremonies are (1) Chorunal or initial rice-giving to the child (2) Upanayanam or investing with the Brahmanical thread (3) Samavarthanam or the completion of the student period (4) Veli or marriage (5) Pindam or ceremonies

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30 Five fruits are jack, coconut, arecanut, plantain and banana.
32 Ibid.
connected with the funerals of the eldest male member and (6) Masam or ceremony connected with the first anniversary of the death of the eldest male member.\textsuperscript{33} Kalasavari is the fee levied by Devaswam Jenmis when kalasams or purificatory ceremonies took place in the Devaswams.\textsuperscript{34} The amount of such occasional fees varied in different localities and was often governed by the special customs of each family. It often came to 15-20 per cent of the michavaram.\textsuperscript{35} Sometimes the payment was in kind rather than in money. These dues had their origin in the voluntary payments made by the tenants as a token of affection on ceremonial occasions. A non-Nambudiri was not entitled to claim these fees and if a Nambudiri Jenmi alienated the Jenmam land, his non-Brahmin assignee also could not recover them.

The periodical fee was called the Adukuvathu or renewal fees payable ordinarily once in twelve years.\textsuperscript{36} The idea of renewal had probably its origin in the popular notion that monuments of title created in one reign or administration were not respected unless the successor also recognised it and, therefore had to

\textsuperscript{33} Ibid, p.156.

\textsuperscript{34} P. Raman Thampi, Report on Jenmi and Kudiyan, Trivandrum, 1938, p. 128

\textsuperscript{35} Ibid.

\textsuperscript{36} M. Raman Menon, Land Tenures of Travancore, Trivandrum, 1903, p.85.
be renewed in the succeeding administration. This takes us back to a very primitive state of society when the conqueror acquired not only the public rights of the conquered king but also the private rights of the defeated king's subjects. As the Jenmis were a kind of feudal lords, the principal of the renewal on a change of the political administration was extended to private individuals.\textsuperscript{37} They insisted upon the tenants renewing their documents on the death of every head of the Jenmi's family. The deeds had, of course, to be renewed on the termination of the period fixed in them. And on all these occasions the tenant had to pay certain fees to the Jenmi. This was hardly fair to the tenant. As rights to property came to be more and more respected, the injustice of too frequent renewals was greatly felt, especially if these happened to be a succession of deaths in the Jenmi's family.

For the privilege of being allowed to remain in possession of the land for another period, the Jenmis insisted upon their tenants remitting a fixed percentage of the kanam amount. The amount so remitted was known as avakasam.\textsuperscript{38} The reduction being made at each renewal, the Kana Pattom was being gradually redeemed.

\textsuperscript{37} Sundararaja Aiyengar, \textit{Land Tenures of Madras Presidency}, Madras, 1893, p.126.

\textsuperscript{38} T.K. Velu Pillai, \textit{op.cit.}, vol.III, p.159.
It was probably to prevent this automatic redemption that the renewal fee or *adukuvathu* was devised. This fee, being a substitute for the reduction of the family debt, went into the family exchequer. It would be remembered that at each renewal the *Jenmi* took or appropriated a portion of the *kanam* in consideration of the renewal, and this fee was intended as a substitute for the amount so appropriated.\(^{39}\)

Another fee which the *Kudiyan* had to pay once in twelve years was called *olapanam*.\(^{40}\) Before the introduction of stamp paper, the documents executed by parties were engrossed on cadjans. The *Jenmis* as territorial lords had their own accountants whose duty it was to write the *Jenmi*’s accounts and, during the periods of renewal, to prepare the deeds to be executed by the *Jenmis*. The accountants attested the documents and generally had to dock everything in connection with their execution by the *Jenmi*. For writing the *Jenmi*’s accounts, the account was generally given some property on favourable terms. But the additional work during times of renewal was remunerated by each *Kudiyan* paying the accountant a small sum towards the

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\(^{40}\) T.K. Velu Pillai, *op.cit.*, vol.III, p.158.
expenses, etc. in connection with the preparation of the deed. This fee was known as *olapanam* or the price of the cadjan.\(^{41}\)

After the deed was prepared by the accountant it had to be executed by the *Jenmi*. The *Jenmi* claimed a small fee for himself for signing the deed. The *adukuvathu* having to be paid to the family was probably the reason why the *Jenmi* claimed a fee for himself for signing the deed. This fee was called *opputusi*.\(^{42}\) It was also called *opukanam* or *thusikkanam*.\(^{43}\)

At the time of the renewal, the *Jenmis* had the right of readjusting the terms of the tenancy and enhancing the *michavaram*. This was effected in various ways. The *Jenmis* might insist upon an enhancement of the *Jenmi Pattoin* or they might refuse to pay interest on the *kanam* amount at a rate higher than the one prevailing in the locality, in either of which cases there would be an increase in the *michavaram* payable to the *Jenmi*. In Travancore, the *Jenmi*, instead of seeking an increase in the annual payments, was generally satisfied with obtaining an additional *kanam* called *ettartham* from the tenants.\(^{44}\)

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\(^{41}\) P.R. Sundara Aiyar, *Malabar Land Tenures*, Madras, 1903, p.87.

\(^{42}\) *Oppu* means 'signature', and *'thusi'* the needle or styles with which the signature was made on the cadjan.

\(^{43}\) *Ibid.*

\(^{44}\) T.K. Velu Pillai, *op.cit.*, vol.III, p.159.
Ettartham was nothing more than the capitalised value of michavaram. Similarly, the tenant or Kudiyan might plead for reduction of michavaram on account of the non-productiveness of the soil.

The Relationship between Jenmi and the Kudiyan

The Jenmis and the Kudiyans generally exercised their respective rights without prejudice to each other. So long as the relations between the parties were smooth and cordial, as they admittedly were for a very long time, the absence of Regulations defining their rights was not felt to be a hardship. This happy circumstances was due to the social and political organisation of the country.

The rich land-owners were feudal lords. The various classes of tenants have, unlike the Jenmis, been affected by the Progress of Western Civilization. The monopoly in land and a sense of insecurity on account of the Jenmi's right of eviction. This became causes of complaint by the cultivating peasants.

The steady increase of population and the absence of any other profession except agriculture led more and more persons becoming dependent on land for their subsistence. The Jenmis having no source of income except their lands were compelled to exact as much as they could from their tenants and this only increased the discontent. The great demand for cultivable lands helped the Jenmi to let his lands
to the highest bidder. In Travancore the bulk of the lands was, as already stated, in the possession of mortgages. It has also been stated that the interest on the mortgage amount was almost equal to the Jenmi Pattom and that consequently the michavaram due to the Jenmi was small. But the increase in the value of the land gave the Jenmis their opportunity. They began to demand from their tenants larger sums as advances and larger rents. If a tenant failed to comply with the Jenmi's demand, he would be promptly turned out of his holding. This led to serious discontent among the agricultural classes and complaints were made to the Government.

The Jenmi-Kudiyan Proclamation

The Jenmi-Kudiyan proclamation was accordingly passed by the Maharaja in Karkadagam 1042 M.E. (August 1867).\(^{45}\) It declared that so long as the tenants paid the stipulated rents and other customary dues, they should not be liable to ejection. The Jenmi might raise the rent at the renewal of the lease in cases where readjustment was allowed by custom. He might use for arrears of dues and pray for ejectment if the tenant withheld payment for the twelve years consecutively. In cases of restoration of the land to the

Jenmi, the tenant was entitled to get compensation for his improvements.\textsuperscript{46} If the Jenmi refused to accept the payment made by the tenant the latter might deposit the amount in court and absolve himself of any further liability.\textsuperscript{47} The Jenmi-Kudiyan Proclamation constituted what Dewan Madhava Rao called 'the Magna Carta of the Travancore ryots.\textsuperscript{48}

THE JENMI-KUDIYAN REGULATION OF 1108 M.E (1933 A.D)

The question of amending the Jenmi-Kudiyan Regulation of 1071 (V of 1071) had been engaging the consideration of Government for some considerable time, and an Amending Bill was in fact published in the Gazettee dated the 25\textsuperscript{th} March 1924 with a view to its introduction in the Legislative Council.\textsuperscript{49} But it was soon noticed that the Bill did not satisfy either the Jenmies or the Kudiys and that at all events sharp differences existed between the two parties. The Government therefore took time to devise means to compose the differences if possible. A free and informal discussion at a Round Table Conference in which all interests would be represented, was considered the most expedient course to adopt and such a

\textsuperscript{46} TA R, 1042 M.E, p.123.

\textsuperscript{47} Ibid.

\textsuperscript{48} T.K. Velu Pillai, \textit{op.cit.}, vol.III, p.607.

\textsuperscript{49} TG G, dated 25th March 1924.
conference was accordingly decided upon, and it was held under the presidency of the Dewan. Government were glad to say that it had been possible to reach unanimous conclusions at the Conference. With a view to give effect to those conclusions this Amending Bill had been prepared. The substantial changes proposed by the Bill are noted below.50

1. The right which in certain circumstances a Jenmi had to evict a Kudiyan from the Kanam holding and the right of a Kudiyan to surrender the holding to the Jenmi were proposed to be taken away, and there was to no eviction and no surrender hereafter for any reason or in any circumstances.

2. The Jenmi’s right to evict was however one weapon to enforce payment of his dues. As that was now taken away, the Jenmi was proposed to be given, as a quid pro quo, the right to claim, besides the lawful interest, a penalty also if any of his dues was left in arrears for more than three years. The penalty proposed was a payment of 12 ½ per cent, of the arrears to the Jenmi for each year that they remained unpaid after the first three years.51 The maximum penalty that a Kudiyan might

50 Ibid.

51 Travancore Legislative Council Proceedings dated 09-12-1932. (Herein- after referred to as T L C P)
have to pay is 37½ per cent, as it was proposed to reduce the period of limitation to six years as regards suits for Jenmi dues.

3. The Kudiyan’s right to use the Kanam holding, and whatever was on the holding in any manner that pleased him was expressly laid down, and, as part of this right, he was given also the right to cut down and appropriate all trees (including timber trees) standing or growing on the holdings. This was made subject only to one exception, namely, in the case of timber trees of not less than 36 inches’ girth standing on holdings at the commencement to this proposed Amendment Regulation. In regard to such trees, it was provided that though the Kudiyan might cut them, he had to do so with the consent of the Jenmi or after giving him notice and that when the trees were cut down the Jenmi must be given three-fourths of their value the Kudiyan taking the balance one-fourth. As the right of the Jenmi in regard to other timber trees was entirely taken away, it was proposed to give him, as quid pro quo, a right to impose a fixed pattom assessment on each of such trees if and when they attained a girth of not less than 36 inches, in

52 Acts and Proclamations of Travancore, Trivandrum, p.693.
the same manner as fruit bearing trees would be assessed to Pattom.\textsuperscript{53}

4. It was proposed that, on the Jenmi's interests or the Kudiyan's interests in any Kanam holding becoming split up by partition, alienation or otherwise, it should be the right of the Jenmi or the Kudiyan to apportion his rights or liabilities in a fair and equitable manner.\textsuperscript{54}

5. The periodical renewal (ordinarily once in 12 years) which every Kanam holding was subject to is proposed to be abolished (New Section 13 proposed by Clause IV), and the renewal fees which were payable, in a lump, at the renewal were proposed to be spread over and converted into annual payments at their present worth. The same was proposed also in regard to the customary dues payable by a Kudiyan.\textsuperscript{55}

6. It was also proposed to enact that renewal fees should on no account be liable to enhancement and that wherever it was at present more than 25 per cent of the Kanam money it should be reduced to 25 per cent of the Kanam money.\textsuperscript{56}

\textsuperscript{53} Regulations and Proclamations of Travancore, Trivandrum, p.709.

\textsuperscript{54} T L C P, dated 20-12-1932.

\textsuperscript{55} T L C P, dated 09-12-1932.

\textsuperscript{56} Ibid.
7. As regards the payment of the Jenmi dues payable in paddy, it was proposed to enact that the Jenmi should provide a place of payment in the Pakuthi in which the holding was situated. In the absence of that, the value of the paddy might be remitted by money order, and so many other dues in every case.\(^57\)

8. The revision of the terms of a Kana Pattom, by enhancing or reducing the michavaram payable was permitted every twelve years by the existing Regulation.\(^58\) It was proposed to lay down that such revisions should be allowed hereafter only once in twenty years.\(^59\)

9. Detailed rules for enhancement and reduction of the michavaram are laid down.\(^60\) Some of the important changes effected by these rules were that the Jenmi Pattom is limited to one-third of the net produce in the case of paddy lands and one-fourth of the net produce in the case of other lands and that, as noted above, Jenmi Pattom was allowed to be charged in respect of timber trees that hereafter attained a girth of 36 inches. Also, no enhancement of michavaram would be

\(^57\) TL CP, dated 09-12-1932.

\(^58\) TL CP, dated 20-12-1932.

\(^59\) Select Committee Report, vol.VIII, p.20.

\(^60\) Ibid.
allowed if the productive powers of any land comprised in a holding increased by reason alone of the Kudiyan’s labour or improvements or on the ground that the rate of the current pattom was below the prevailing rate for similar lands in the same locality or, in any case, in such a manner as to reduce the Kudiyan’s margin of profit.\(^{61}\) The Kudiyan’s margin of profit being fixed at 55 per cent of the average annual net produce in the case of paddy lands and 60 per cent of such produce in the case of other lands.

10. Tea and rubber lands were not now assessable to Jenmi Pattom, because tea plants and rubber trees were not assessable trees. It was therefore proposed to charge a special michavaram of rupees 2 per acre of such lands payable by the Kudiyan to the Jenmi\(^{62}\) and the settlement pattamicham was not larger than ten per cent of the Jenmivarain the Settlement pattamicham be fixed as the Jenmikaram.

(b) That when the amount of the Settlement pattamicham was larger than the amount of the Jenmivaram by more than 10 per cent of the latter, the Jenmivaram plus 10 per cent thereof be fixed as the Jenmikaram; and

\(^{61}\) Ibid.

\(^{62}\) Ibid.
(c) That when the amount of the Settlement pattamicham was less than the amount of the Jenmivaram by more than ten per cent of the latter, the Jenmivaram minus ten per cent thereof be fixed as the Jenmikaram.

(d) That the Jenmikaram so fixed should of course be, in every case, in lieu of all and every one of the rights of the Jenmi in respect of the land; and

(e) That the Jenmikaram so fixed should not be liable to any variation until a general Revenue Settlement by Government after which, however, the Jenmikaram might be enhanced or reduced in proportion as the Settlement pattamicham became larger or smaller by the fresh Revenue Settlement.

It would be noticed that the characteristic feature of this formula was that in no case would be the amount of the Jenmikaram arrived at larger or smaller than the amount of the Jenmivaram, or the Jenmikaram under the Amendment Bill, by more than 10 per cent and that, as in the majority of cases the Settlement pattamicham was larger in amount than the Jenmivaram, or the Jenmikaram under the Amendment Bill, the Jenmis dues would straightway be enhanced in the majority of cases.
In regard to the immediate acceptance and carrying out of the formula there had been a difference of opinion. The minority (the Jenmi members) were of opinion that this formula could be accepted and carried out only if the Government would undertake to collect the Jenmikram just like, and along with, the Sirkar tax and pay it to the Jenmi without any application being made by the Jenmi for the purpose in each and every case as was provided for in the Bill before the Council. What they wanted was that the Government should undertake full responsibility for collecting the Jenmikaran and paying it over to the Jenmi. In fact their position was that the formula itself can be deemed reasonable only if the Government undertook the responsibility as indicated above. The majority of the Committee were agreeable to the demand of the Jenmi members being accepted, and the Committee hereby made a recommendation to Government accept the request of the Jenmi members and they entertain the hope that it would be acceptable to Government. But the majority could not make it a condition precedent of the formula arrived at being accepted or carried out. For one thing, to tack on a condition relating to the collection of the Jenmikaram to the formula relating to the fixing of the Jenmikaram was, the majority feel, beyond the scope of the reference to the Committee. They felt also that it was primarily for the Government to say whether they could and would accept the responsibility involved in the collection of the
Jenmikaram as desired by the Jenmi members. The majority were therefore of opinion that the formula referred to above might be accepted, and implemented at once, and that, as required by the reference made to the committee, the necessary legislative provisions might be drafted and submitted to the Council.

The committee felt that it was expedient to draft the legislative provisions as amendments to the Bill as introduced in the Council. In the formula as well as in the legislative provisions, what the amount of the Jenmivaram should be, was a material factor. The committee had accepted the provisions of the Government Bill, and not of the Bill as revised by the previous select committee, for arriving at the amount of the Jenmivaram. The former would yield a slightly larger amount than the latter. The Bill was finally read and passed at the meeting held on 20-12-1932.\textsuperscript{63} The Regulation was published in the Gazettee dated 03-01-1933.

\textsuperscript{63} \textit{TLCP}, vol XXII, pp. 692-707.