Chapter – V

JENMI AND KUDIYAN SYSTEM

Travancore presents an interesting system of land tenures, the result its peculiar historic developments and the interaction of local customs. Its immunity from foreign conquest had enabled it to maintain the essentials of land holding substantially unimpaired.\(^1\) The Jenmikaram possesses the entire rights in the soil. This much was certain that in no country in the world was the nature of that species of property better understood than in neither Malabar nor its rights more tenaciously maintained. The lands in general constituted a clear private property more ancient and probably more perfect than that of England.\(^2\)

The traditional origin of the ownership in land in Travancore, was reclaimed from the sea by Parasurama and made over in the free gift to the Brahman settlers brought by him from the other coast. This theory was accepted by the Madras High Court and has been judicially recognised by the courts of Travancore.\(^3\)

Another theory is that the Brahmans as the most influential settlers asserted a superior right which was acquiesced in by the whole population. The Hindu idea of acquisition of title by occupation was an ancient one. It was recognised in Manusmirithi and had been accepted by the courts.\(^4\)

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1. K.S. Narayan Aiyar, a draft about Jenmon land, p. 3.
2. Fifth Report referring to Malabar and Canara.
3. Manu, Chapter 7, Sloka, 133
There is yet another theory. In ancient times all the lands of the state were owned by Nagas or Nayar chieftains when sovereignty was in the state of a tribal commune. Then there was no revenue or land tax, but each member of the tribe contributed a small portion of the produce as tribute for the upkeep of the tribal chieftain. There was plenty of land not yet appropriated and therefore at the disposal of whosoever might choose to cultivate it. The Brahman colonisation of Kerala brought with it an important change. The Nayars and others were ready to acknowledge the Namputhiris as their landlords and hold lands from them as tenants. Thus the ancient Jenmom right came to be acquired by the Namputhiris, Pottis and other chieftains. The system did not last long. The Nayar chieftains gradually became subordinate to the growing colony of Brahman settlers whose estates had become more extensive. The lands belonging to the ruling family grew in extent of the addition of escheats and lands formed the nucleus of the present Sirkar lands. When the great Marthanda Varma Maharaja (904-933) subdued these chieftains and subjugated their possessions, the lands vested in the Travancore Government by right of conquest.

Origin of Jenmom Tenures

A Jenmi was often termed a landlord and he was a peculiar kind of landlord. Any person who holds a pattern from a collector in a British District and under it holds lands from the British Government subject to landlord in ordinary

language. Even in Travancore any coffee planter or indeed any riot who holds lands under a landlord\(^9\) but be it remembered such landlords were not *jennies*.

*A Jenmi* differs from such landlords in that he does not drive his title to lands from the *Sirkar*. His title to the *jenmom* lands was inherent. He was as so far as his *jenmom* lands were concerned, a little territorial sovereign in a limited sense.\(^{10}\)

All lands in Travancore belong to a body of *jenmies*. There were no lands that do not belong to some *Jenmi* or other. If any person wants land in Travancore he must obtain it from and hold it of, some one of the body of *Jennies*. i.e. from the *Sirkar*, which was the chief *Jenmi* or from some other *Jennr*.\(^{11}\)

The *Jenini* of Malayalam country was an absolute free holder and possesses entire immunity from all taxation on account of his land.\(^{12}\)

The *jenmom* lands was subdivided into (i) *Devasoms* (ii) *Brahmaswom* i.e. those held by pagodas, and those held by Brahmans. The normal condition of the *jenmom* tenure was absolute freedom from taxation of any kind and the tenure was absolute freedom from taxation of any kind and the tenure dates from the remotest period of antiquity.\(^{13}\)

The Tenure however ceases the moment it passes into alien hands (that is not *Jennies*) for a money consideration, whatever the nature of the transaction. The mere letting out of the lands for annual rent to a tenant for whatever period does not

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12. The Madras Revenue Register, Vol. IV, 1870, p. 34.
13. Dewan Mr. Sashiah Sastri’s Administration, Report for 1048-49.
vitiate the tenure. The moment an alienation (Kanom or mortgage) does take place, the land becomes liable to a light tax called Rajabhogam amounting in the case of gardens to one sixth or one eighth of the full rental and in the case of paddy lands to nearly the same proportions of grain rent, i.e. half, 3/10, or 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 afterwards redeemed by the Jenmi, the tax will continue to be levied from the land. If the mortgage dies heirless, his rights escheat to the Sirkar. So also if the mortgage abandons 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 term Jenmom was originally used by the Brahmans exclusively to denote their allodial and was still used in that sense in courts of Travancore, though in other parts of Kerala and in popular parlance in Travancore the term was 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 jenmom and Kanom were originally mere officers of rank and did not denote any rights in land, but these novel theories opposed as they are 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 coasts was disposed of by the simple remark that anyone pursuing the jenmom attipper deeds (as the deeds of outright sale of jenmom are called) cannot but be

struck with the idea that *jenmom* right contained with in itself the full rights of an allodial proprietor and that the parties had expressly employed words to show how complete the dominion was that had thus been brought and sold.\(^{19}\)

The *Jenmom* signifying the birth or life. It was not a very accurate term to express tenure of land.\(^{20}\) There was no doubt that originally the term included many territorial, social, taxtionary and other incidents which pertain to the *jenmiship* in the persons, families and institutions to which the title with its privileges was attached, but for the last 200 or 300 years at all events, the term had been used on the west coast generally to denote prescriptive hereditary property in the land. The conveyances in Kerala employ in their conveyances more general words than were to be found in the old English deeds.\(^{21}\) They profess to sell not only the surface of the soil within defined boundaries but stones, good or bad, stumps of nux vomica, thorns, roots, pits, mounds, treasure, lower earth, water, ores, foot-paths, streams, and these point to an ownership of soil as complete as war over enjoyed by a free holder in England.\(^{22}\)

Several *attipper* deeds in which the fulfilment of the above requirements was recited as a matter of form were to be met with on the Malabar Coast, and we had also come across documents showing the sale of land the gift of lands, and the inheritance of lands all in complete ownership. It was thus clear that the jenmom on the Malabar Coast had long been regarded as the 'plenum dominium' in the soil and the *Jenmi* as the possessor of that plenum dominium.\(^ {23}\) Similarly if the tenants abandons the holding as unfit for cultivation, then too the *Sirkar* takes up such lands

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19. Memo on Land Tenures, p. 11.
as *Nirthal* and gives them on lease for a lower *pottom* as *Sirkar* lands. A word of explanation may be necessary for treating the cultivators as owners and recognising them as such in the *Sirkar* accounts. It has its origin in Brahmin *Jenmies* allowing their Kanom holders to continue in possession for indefinitely long periods in as much as they felt themselves comfortable and satisfied so long as their customary dues were paid. Such custom, long observed and understood as binding on both sides, in time acquired the force of law, so that in later days it became necessary to insert whenever required a clause reserving the rights of redemption. This tendency to gradually strengthen the claims of the tenant against his landlord, gained in volume from the improvements made by the tenants in their several holdings which had to be compensated for the case the *Jenmi* wished to resume his lands.

**The several Classes of Jenmom lands**

The *Jenmom* lands or more properly speaking the freeholds exempt as such from taxes of any kind were divided into three classes.

1. The *Jenmom* lands those are entirely freehold and exempt from payment of any kind of tax to government under any circumstances.

2. Lands originally exempt from payment of tax by subsequently becoming liable

3. Lands paying *Rajabhogam* or a light tax from the very beginning.

25. Holders means one who assessed rent of the prior to the deduction of interest due to the *Kudiyan* on the *Kanom* in order to determine the *michavaram* due to the *Jenmi*. [Acts and Proclamation of Travancore, Vol. VII, Trivandrum, 1934, p. 689.]
Under the first class are comprised

1. The two *adhikarams* or *provertis* of Attingal and Edakkodu belonging to Sripadam or Her Highness the Rani.\(^{29}\)

2. The kilimanur Adhikaram belonging to the koil Thampuran.

3. The desoms of the Edappally Raja outside Edappally proper or Edappally Edavakay-Changanasery, Karthikappally and Thiruvalla.

4. The desoms of the Punjat Perumal Pagoda

5. The desoms attached to Manikanteswaram Pagoda (Kottarakara taluk)

6. The desom attached to Elankunnappan Pagoda (Pathanapuram)

7. The desoms attached to Kaviyur Pagoda (Tiruvalla)

8. The desoms attached to Pangoriu Krishna Swamy Pagoda (Kottara Kara)

9. The desoms attached to Mannady Bhagavathi (Kunnathur and Pathanapuram)

10. The desoms attached to Panayannar Kavil Bhagavathi (Thiruvalla)

11. The desoms attached to Kongurapally Namputhiripad's Sasta and Bhagavathi

12. The desoms belonging to Akavur Namputhiripad.

13. The desoms attached to Akavur and Umampally Namputhiripads (Quilion)

14. The desoms belonging to Vannippula Pandarathil (Chengannur).\(^{30}\)

The peculiarity of these *Jenmom* properties was that their revenue and rents they take from the riots the *pattom* or rent as well as the *Rajabhogam* which in the case of other land would go to the state.\(^{31}\) That is, the full pattom or a portion of it is taken according as the land in *Pattom* or *Otti* while the Devaswom lands in these tracks pay

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their *Rajabhogam* or quitrent to these chiefs instead of to the *Sirkar*. Those tenures were in no way developments of the original *Jenmom* proper but were of the nature of pure *Jenmom* or freehold properties and had their origin in the gifts and cessions made by the ancient Rajahs Chiefs.\(^{32}\)

Under the second class came the pure *Jenmom* properties belonging to the Brahmins (Nambudiris and Pottis) and Devaswam (pagodas). These were called in account Devaswam and Brahmaswam properties. The peculiarities of this kind of tenure were.\(^{33}\)

1. That in their normal condition, such lands are absolutely exempt from taxation.

2. That this condition ceases the moment the land passes into the hands of those other than Devaswam or Brahmin *Jenmies* for a money consideration, though the mere letting out for a rent will not affect the tenure.

3. That no such alienation the lands become liable to a light tax called Rajahogam which was apparently a fee paid by the tenant in acknowledgement of sovereignty.\(^{34}\)

4. That the property so taxed becomes subject to escheat and was then taken up by the *Sirkar* and dealt with as *Sirkar pattom* lands.

Under the third head were comprised all *Jenmom* lands owned by chiefs and *Madampimars* who were non-Brahmins. These were generally gifts made on light

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assessment by the several chiefs all over the country for services rendered to them in former times. The peculiarities of this kind of tenure were.\(^{35}\)

1. The lands were subject to *Rajabhogam* from the beginning.

2. The tenure holds good as long as the land was not alienated by sale; and

3. If an absolute sale taken place, the tenure was extinguished and the land was then treated as an Otti holding. The following were some of the chiefs and families of *Madampimars* who own such lands.\(^{36}\)

1. The Cochin Rajah

2. The Kodungalur Rajah

3. The Punjar Rajah

4. Pandarattinmars

5. Tambrakkanmars

6. Tiruvapadanmars

7. Koilemmars

8. Paliyattu Menon

9. Vadayattu Menon

10. Indigenous Madampimars

11. Foreign Madampimars

12. Naickenmars and

13. Verienmars.\(^ {37}\)


\(^{36}\) *Ibid.*, p.316

Origin of Kanapattom tenure

The Jenmies created various kinds of subordinate tenures under them from a simple lease (Verumpattom) to outright sale (a Hipp er). The most important and prominent among such tenures was the kanappattom tenure.\(^{38}\) A Kanapattom was a combination of a lease and mortgage-lease which entitles the Jenmi landlord to rent, and mortgage which entitles the Kudiyan mortgage to so much of the usufruct as in equal in value to the interest on the sum advanced by him as art thom.

The Kanappattom arose out of constructs pure and simple between the Jenmi and the Kudiyan.\(^{39}\) i.e. The Jenmi borrowing money from he Kudiyan on the agreement to execute a Kanappattom though the majority of such instances were modern times.\(^{40}\)

The payments made by the Kudiyan (tenant) to the Jenmi (landlord) fell under three heads. (1) Annual (2) Occasional and (3) Once in twelve years. The annual deed, and (b) Orakkalcha or Ulsavakkoppu i.e. present by the Kudiyan at the time of Onam festival or if the Jenmi happened to be a devaswam at the time of the annual festival in the temple.\(^{41}\) Sometimes in the case of garden lands Panchaphalam (five fruits) i.e. Jack, Coconut, Arecanut, Plantain, etc) 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 Kanom amount.\(^{42}\)

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38. Kanapattom means a demise of Jenmom land, made or renewed by the Jenmi by whatever name such demise was designated and Proclamation of Travancore, Vol. VII p. 678.
40. T. Kunjuraman Nayar, Menon on Land Tenures, p. 108
41. T.K. Velu Pillai, op. cit., Vol. III. p.155
42. V.Nagam Aiyar., op. cit., Vol. III. P.319
The chief among the occasional payments were the *Aradiyar thiram* fees (*Arukalcha*) and the *Kalasavari* (*When the Jennai is a devaswom*). The *Aradiyanthiram* fees are contributions made by the tenant on the occasions of six important ceremonies in the *Namputhiri Jenmies* household.\(^43\) The ceremonies are (i) *Chorunun* or initial rice giving to a child (ii) *Upanayanam* or investing with the Brahmanical thread (iii) *Samavarthanam* or the competition of the student period (iv) Veli or marriage (v) *Masam* or Ceremonies connected with the first anniversary of the death of the eldest male member and (vi) *Pindam* or ceremonies connected with the funerals of the eldest male member.\(^44\)

The coast of payment on such occasions varies in different localities and was often governed by the special customs of each family. The payment was generally made in the form of supplies of provisions instead of money it often comes to 15 to 20 per cent of *Michavaram*\(^45\) or rent. Generally these perquisites are named in the instruments without reference to the amount. It was so done by the parties agreeing to be governed by custom. These perquisites from their very nature appear to have their origin in voluntary payments by tenants as a token of fealty on ceremonial occasions; they are now, however, considered indispensable and are paid regularly.\(^46\)

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\(^44\) *Ibid.*

\(^45\) *Michavaram*. The annual residual rent which was payable or deliverable under a *Kanapattom* by the *Kudiyan* to the *Jenmi* weather in money or in kind and includes services due in lie or rent (*Acts and Proclamation of Travancore*, 1934, Vol. VII, p. 679).

The periodical fee was called the Adukkavathu or renewal fees\(^\text{47}\) payable ordinary once in twelve years. The reasons which induced the Jenmies to grant and the Kudiyans to accept a renewal had been mentioned already.\(^\text{48}\) The idea of renewal had probably its origin in the popular notion that monuments of title created in one reign or administration. As the Jenmies were a kind of feudal lords, the principle of the renewal on a change of the political administration was extended, to private individuals.\(^\text{49}\) 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 Jenni.\(^\text{50}\) 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 of deaths in the Jenmi's family. The practice thus arose of renewing these lands only after the termination of the period fixed in them'.\(^\text{51}\)

For the privilege of being allowed to remain in possession of the land for another period, the Jenmies insisted upon their tenants remitting a fixed percentage of the Kanom amount. The amount so remitted was known as Avakasam. The reduction being made at each renewal, the Kanappattom was being gradually redeemed. It was probably to prevent this automatic redemption that the renewal fee or Adukkuvathu was devised. This fee, being a substitute for the reduction of the family debt, went

\(^{47}\) Renewal fees means such fees Adukkvathu, Sakshi, Opputuse or like agreed to paid by the Kudiyan to the Jenmi periodically on occasions when the Kanappattom is renewable and includes the fractional fee. (Acts and Proclamation of Travancore, 1934, Vol. VII, p. 680).


\(^{49}\) \textit{Ibid.}

\(^{50}\) \textit{Ibid.}

\(^{51}\) \textit{Ibid.}
into the family exchequer. Some think that the term Adukkuvathu was a corruption of "Adukkummuthel" or money enabling one to approach another. This was due to the popular notion that no inferior can approach his superior without a present or nuzzur.

Another fee which the Kudiyan had to pay once in twelve years was called Olappanam. Before the introduction of stamp paper, the documents executed by parties were engrossed on cadjans. The Jenmies as territorial lords had their own accounts whose duty it was to write the Jenmi's accounts and duty it was the periods of renewal, to prepare the deeds to be executed by the Jenmi. For writing the Jenmi's account, the accountant was generally given some property on favourable terms. But the additional work during times of renewal was remunerated by each Kudiyan paying the account etc. in connection with the preparation of the deed. This fee was known as Olappanam or the price of the Cadjan.

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 Adukkuvathu 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 opputhusi. It was also called Oppukanom or Thusikkanom.

At the time of the renewal, the Jenmies had the right of readjusting the

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52. Adukkuvathu - A fee due to the Srikar from the heir on his succession to the viruthi holding servicing Inam holding). It amount to lOfs and was meant for the grant of the Royal fleet or commission. (Acts and Proclamation of Travancore, 1934, Vol. VII, p. 192).
54. Ibid
55. Ibid.
56. Oppu means signature and thusi, the needle or style with which the signature was made on the cadjan (Acts and Proclamation of Travancore. 1934, vol.VII,p.680)
terms of the tenancy and enhancing the *michavaram*. This was affected in various ways. The *jenmies* might insist upon on enhancement of the *jenmippattom* or they might refuse to pay interest on the *Kanom* amount at the rate higher than the one prevailing in the locality. Similarly the tenant or *kudiyan* might plead for reduction of *michavaram* on account of the non productiveness of the soil etc.\(^57\)

The rights of the Jenmies were

a. The *Jenmi* being the owner of the soil of the holding was entitled to everything standing or growing there on. The tenant was entitled only to a share of the value of the improvements made by him.\(^58\)

b. The *Jenmi* was entitled to redeem the lease at the end of the term. 'But subsequently this right was exceptional cases, e.g. if the tenant denied his Jenmi’s title or committed waste or allowed *michavaram* exceeding the amount of the Kanom to fall into arrears.

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

d. If the tenant himself offered to surrender his holding, he had to forfeit a fixed percentage of the *kanom* amount, but the *Jenmi* was bound to accept the surrender and pay for the improvements.\(^59\)

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

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58. Ibid., p. 160.
59. Ibid., p.160
Jenmi Kudiyan ACT

From time immemorial the Jenmi-land lords being owners of extensive tracts of land seldom or never cultivated their lands themselves but simply leased them out to the tenants under conditions of mutual rights and responsibilities. This custom of the olden days when the relation between the Jenmis and their tenants were very smooth was soon distributed by various cause, and in course of time the Jenmi began to complain that his dues were not properly paid nor in due time and the tenant that he was often compelled to pay more than he originally agreed to. This led to several disputed and litigations which in the then condition of things were decided by the courts according to the merits of each case. The demands of justice on both sides, the abundance of civilisation and the policy of enlightened government alike demanded state interference to put things on an equitable basis, and after much enquiry and consideration a Royal Proclamation was issued in 1042 M.E. (1865) for this purpose.

Mean while the difficulties had already arisen in the working of the Royal Proclamation of 1042. Though this proclamation was made with the best of intentions, in its operation if did not satisfy either the Jenmi or the Kudiyan. It was defective in many respects. The Jenmi did not get anything at all for the loss of his dues from the tenant, for the tenant incurred forfeiture only if he was a defaulter for twelve years. The tenants complained that the courts were putting a narrow construction upon the terms of the proclamation and in some cases acting contrary to its provisions. A

63. Ibid
number of decisions "affirming the right of the *jenmis*" had to evict their tenants. On the strength of implied cover for surrender supposed to be contained in some *Kanappattom* leases executed before the year 1042, were brought to the notice of the Government as a misconstruction of para 8 of the Proclamation. The subject was brought to the notice of the Sardar Court by the Government in 1055.64

The former suggested an amendment of the law, expressing clearly the intentions of the legislature as the courts felt great difficulty in construction the other para too of the Proclamation. The ground of narrow construction of the proclamation was based on the refusal of the courts to extend the application of the Proclamation to all classes of land-owners.65 The Proclamation being restrictive of the rights of the *jenmis*, the courts, according to the recognised rules of interpretation, acted upon the technical meaning of the term *Jenini*. They held that in that sense it applied only to the Namputhiri Brahmans and the *devaswoms* owned by them.66 Accordingly an, *Elayathu*, a *Karatha Madampi* or petty chief, a *Thampan*, a *sudra* who succeeded to the right and properties of some old chieftain by virtue of the royal grant, an *Unni* and *devasoms* belonging to *sudras* were hold not to be *jenmis* with in the meaning of the proclamation. Nor was a *Muthathu* or one whose title was derived from a *devaswom* treated by the courts as *a Jenmi*.67 But the intention of the farmers of the proclamation was, as the may be gathered from the preamble and the previous correspondence, to extend the benefit of its provisions to the tenants of all those *jenmis* who might be considered to had been territorial lords and who on account of their position, were not

able or willing to take part in the actual cultivation of the soil. The commission submitted their reports. Their deliberation along with the evidence gathered in the course of their inquiries is submitted to Government and were soon after taken up for enactment. The outcome was the passing of regulation I of 1071 M.E. known as "The Travancore Jenmi and Kudiyan Regulation". By this Regulation, the tenant's fixity of tenure was finally established and his right was also made heritable and transferable.

This Regulation, unlike the Proclamation which is superseded, dealt exhaustively with the subject of Kanappattom. It defined 'Jenmom land as meaning land, which was either entirely exempt from government tax, or if assessed to public revenue was subject to rajabhogam only, and the occupancy right in which was created for a money consideration (Kanom) and was also subjected to the payment of customary dues and the periodical renewal of the right on payment of renewal fees. The payment of renewal fees was considered by the courts to be the distinguishing characteristic of a Kanom.

The Kudiyan's right of permanent occupancy was declared to be a right of permanent occupancy exempt from liability to eviction save as provided in section 7 (i.e., non payment of rent continuously for twelve years or refused to take a renewal with in the time-limit fixed wilful denial of jenmis title or committing waste. But where the jenmis were non-Brahmans, the Kudiyan must have held the land for at least twenty five years.

68. T.K. Velu Pillai op. cit., Vol. III, p. 171
70. Ibid.
71. T.K.Velu Pillai, op. cit., Vol.III. P.173
Under this proclamation the tenant was secured against arbitrary eviction or demands from the *Jenmi* while on the other hand it secured to the *Jenmi* all his just dues. The *Jenmi* was no longer allowed to oust his tenants on the expiry of the lease but could readjust the rent, according to rates sanctioned by custom and usage. However the tenant withheld the landlords dues for twelve consecutive years, the *Jenmi* was entitled to sue not only for those dues but also for ousting the tenant himself being obliged to pay for any improvements made by the tenants. The above proclamation in its working proved highly beneficial to the tenants in securing to them continued and peaceful possession of their holdings and immunity from eviction while to the *Jenmi* its results were not equally advantageous. Their just dues were not easily recovered on account of the courts strictly applying the limitations clause and the unavoidable expense and delay of a civil suit for perquisites which in themselves were of but poor value. This led to hardship and consequent agitation by the *Jenmis*.

Meanwhile the proposal of Dewan Sir, T. Madhava Rao to frame a regulation for the speedy realisation of the *Jenmis* dues was not carried out for various reasons. The absence of such Regulation and the deprivation of the right of ouster made the position of the *Jenmi* an unenviable one. The *Jenmi's* dues were hopelessly in arrears. Repeated complaints were made to Government by the *Jenmies*, and the Government on enquiry found that the complaints were true.

There was another matter of complaint. Before the *Kudiyan* obtained the right of permanent occupancy, the question of renewal was not of very great importance. If

74. *Ibid*.
the Kudiyan was unwilling to accept the terms proposed by the Jenmi and the Jenmies were powerful in that locality, the Kudiyan had to march out of the holding.\textsuperscript{77} The Kudiyans of one place were stronger than the Jenmis, then the former imposed terms on the latter. It will be seen that the revision of the terms of the tenancy was more a serious of compromises between the parties than action of any settled principle.\textsuperscript{78} There could be but little uniformity in such conduct. But since the Kanappattom tenure became permanent, the Jenmi was not entitled to evict his Kudiyan if the latter refused to accept the terms proposed by the Jenmi. It became, therefore, necessary to act upon some principle in the matter of renewals of Kanappattom leases. The absence of any definite rules defining those principles made it impossible for the parties to settle their differences out of court.\textsuperscript{79}

The course which best commended itself to the Government was to appoint a commission\textsuperscript{80} to investigate and record the custom of the country in regard to the rent and other dues payable to the Jenmis by tenants holding lands on Kanappattom and in regard to any presents or remission or rent made by Jenmis to tenant on occasions of domestic ceremonies and such cognate matters with a view to a schedule being prepared for the guidance of the courts. Accordingly a commission was appointed in Makaram 1060\textsuperscript{81} consisting of the late Mr. Justice Kunjuraman Nayar as president and one official and two non officials as members. The commission travelled throughout the country and after a prolonged enquiry framed the necessary register in the interests of the Jenmis. They also submitted a draft bill along with the

\textsuperscript{78} \textit{Ibid.}
\textsuperscript{79} \textit{Ibid.}, p. 170
\textsuperscript{80} Travancore Government Gazette, dated April 1931.
\textsuperscript{81} V. Nagam Aiya, \textit{op. cit.}, Vol. III. p. 318.
report. The Government resolved to pay from the *kandukrishi* granaries of the state certain allowances payable in kind to *Jenmis*. And where as it had been represented to us that some of the *Jenmis* find its payments from the said granaries. Any where as with a view to facilitate the payment of such allowances by the Government and to remove the sources of hardship to *Jenmis*, it was thought desirable to give an option to the *Jenmis* of receiving such allowances in kind or in money.

Accordingly the following considerations were enacted.

(i) All allowances known as *Jennibhogam Michavaram, Arthapalisa* or otherwise and payable in kind to *Jenmis* by the Government was payable only from and received at, any of the *Kandukrishi* granaries of the Stage.

(ii) The *Jenmi* to whom allowances referred to in sub-section (i) Liberty to choose the granary from which the payment was made. Provided however, the granary once chosen was not changed without the previous sanction of the Government.

(iii) Payment at any of the said granaries was absolve the government of all liability with respect to the allowances referred to sub-section (i) and no claim by such *Jeizmi* for transport or other charges was lie or be entertained as against the Government.

(i) The *Jennzi* to whom the allowances referred to in section I were due may elect to receive the value of the same in money at such commutation rate was fixed by the government.

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85. The Regulations and Proclamations of Travancore, Vol. IV, 1928, p. 387
86. Travancore Gazette, dated 4th September 1917.
(ii) An election once made under sub-section 3(i). The commutation rate once fixed was revised by the Government at the expiry of every six years. 

The commutation rate as originally fixed or subsequently revised by the Government was published in the Gazettes. All allowances referred to in section and due for any year was become payable. No civil suit was lie against the Government in respect of anything done in pursuance of this proclamation.

The provision for Jenmikaram in respect of Cherikkal lands, as, it now finds a place in the Regulation, was introduced at the instance of the Jenmis and its was expected that this differential provision in regard to Cherikkallands would yield a larger amount as the Jenmikaram than the provision in regard to the ordinary Jenmom lands. But in the actual working it had been found that in many cases, the Jenmikaram in regard to the Cherikkal lands, worked out in accordance with the rule now laid down, results in zero, or a minus quantity. To remedy this defect this clause was proposed.

The first amendment proposed' for settlement pattom. The settlement pattom in respect of a Jenmom Lands means the pattom fixed by the Government for the Land Revenue purpose at a General Revenue Settlement and includes also that proportion pattom chargeable on each portion of land wherever the land was divided for any reason.

89. Commutation rates means rates at which paddy or other commodities forming part of Jenmi karam are to be commutated into money for purposes of payment and recovery of the Jenimkaram.
It will be noticed that accordingly to the definition given in the Regulation as amended a settlement *pattom* was one that had actually been fixed by Government.\(^92\) But it had been found that there were some very rare cases where Government does not as a matter of fact, assess a settlement *pattom*.\(^93\) That gave same difficulty the present amended was proposed in clause. This principle of that amendment was that what Government would have fixed as the settlement *pattom* if the land had been assessed to *pattom* at the said settlement should be taken as the settlement *pattom*.

The next amendment and that was the chief amendment was the respect of *Cherikkal* lands. In respect of ordinary lands the *Jenmivaram*\(^94\) was fixed as the *Jenmikaram*. In the case of *Cherikkal* lands a different provision was made in the Regulation as it now stands and that can be seen in sub-clause, which says "*Jenmi karam* in respect of a *Jenmorn* land or holding means the amount payable in respect that land or holding under provision of this Regulation, by the *Kudiyan* to the *Jenrni* every year in lien of all and every one of the *Jenmi's* claims in respect of the land holding such *Jenmikaram* being fixed as follows."\(^95\)

So long as the General Land Revenue Settlement made by the Government remains in force the *Jenmivaram* was except in the case of *Cherikkal* lands was the *Jenmikaram* and in the case of *Cherikkal* land the settlement *pattamicham* with

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93. Ibid.
94. *Jenmivaram* in respect of *Jenmom* land means the total of the amount of the annual *jamivaram* the fractional fee committed fees in the respect of there of (The Acts and Proclamation of Travancore, 1934, Vol.VII, P.383)
reference to the said Last Revenue settlement minus the interest on the \textit{kanom} amount would the \textit{Jenmikaram}.\footnote{Ibid.}

Settlement \textit{pattom} minus the \textit{Sirkar} tax, i.e. the settlement \textit{pattamicham} was assumed to the maximum lawful rent due to the \textit{Jenmi} in the case of \textit{Cherikkal} lands and the \textit{Jenmikaram} was fixed as the settlement \textit{pattamicham} minus the interest of the \textit{Kanom} amount.\footnote{Ibid.} It was so done because the \textit{Kudiyan} was entitled to get interest on the \textit{kanom} amount and that interest was due on the \textit{kanom} amount to the \textit{Kudiyan}. Since interest was due on the \textit{Kanom} amount to the \textit{Kudiyan} it was assumed that he must get credit for that and so the settlement \textit{pattamicham} minus the interest on \textit{kanom} amount was fixed as \textit{Jemikaram} in the case of \textit{Cherikkal} lands.

In this amendment another rule was passed. Pakuth\textsuperscript{e}\ war list of Jenmies and Kudiyans arranged in alphabetical order was prepared showing (i) in the list of Jenmies, the name and address\footnote{Government of Travancore, Order No. 1105/33, Revenue Department dated 4 March 1993.} of the \textit{Jennmi}, the survey number in respect of which Jenmikaram was due to him, the area and the name of the Kudiyans in enjoyment of each survey number and (2) in the list of Kudiyans the name and address of the Kudiyan survey number, the area and name of the \textit{Jenmi} to whom Jenmikaram was due.\footnote{The Acts and Proclamations of Travancore, Vol. X, 1930, p. 132} This list after preparation was forwarded to the proverthicar of the Pakuthi concerned for verification with the Thandaper account.\footnote{Ibid., P.133}

If one verification it was found that there was difference in the name of the \textit{Jenmies} or the \textit{Kudiyans} the Taluk \textit{Jenmikaram} settlement officer correct the mistakes
in the Jenmikaram decisions and file registers after summary enquiry. As soon as the list were received back from the Pakuthi the Taluk Jenmikaram settlement officer was markdown the cases, which require correction of the name of the Jenmi or of the Kudiyan.¹⁰¹

Notices was issued to both the person who was wrongly treated as the Jenmi or the Kudiyan and the person who was the correct Jenmi or the Kudiyan, calling upon the former to show cause why the latter was not treated as the jenmi or the Kudiyan as the may be and upon the latter to prove his title to the Jenmi or Kudiyan in the case.¹⁰²

If the parties appear in response to the notices, the Taluk Jenmikaram settlement officer hear from them and make the necessary correction in the case decision and in the file register by way of a note under the original decision embodying the correction. If the parties do not appear the correct name as evidenced by the report of the proverthical would adopted in both the register and the decision.¹⁰³

The record of this enquiry was incorporated with the connected Jenmi karam case was basis for the correction of the name of the Jennai or kudiyan as the case was.¹⁰⁴

If the transfer of registry of Jenmis lands in the Pakuthi accounts, further sub divisions had been effected in the survey number or sub divisions such sub divisions was recognised and adopted in the Jenmikaram cases. Sub divisions of

¹⁰¹. Ibid., p.133
¹⁰³. Ibid., p. 594.
¹⁰⁴. Ibid., p. 733.
survey numbers in the Jenmikaram case was recognised and brought into effect only after such sub divisions were made in the Pakuthi accounts and transfer of registry effected correspondingly.\textsuperscript{105}

The Kudiyan and the Jenmi karam case was also the Kudiyan as per the Pakuthi Thandaper account and the difference if any either in the name of the person or address was re-concluded to the Taluk Jenmikaram settlement officer so that the Thandaper holder was also the person from whom Jenmikaram was due.\textsuperscript{106} Where it was expedient further to amend the Travancore Jenmi and Kudiyan Act of 1071 as amended by Acts XII of 1108 and VII of 1110 for a certain purpose. It was here by enacted as follows.\textsuperscript{107} The assumption of the collection was made in respect of all the Jenmom land in the state together or of such lands in any local area or in such other convenient groups as was determined to the Government.\textsuperscript{108} If however it cannot be so reconciled a report to that effect would be made to the Taluk Tahsildar with such relevant papers and information as was necessary for necessary action under the Pookkuvarvu Rules.\textsuperscript{109}

The Government passed an another rule and was included where the Taluk Jenmikaram Settlement officer was unable to make the reconciliation of the names of Jenmies and Kudiyans. He was required to make a report of it to the Taluk Tasildar with such information was necessary to effect pokkuvaravu in accordance with the decision in the Jenmikaram settlement cases.\textsuperscript{110}

\textsuperscript{105} The Acts and Proclamations of Travancore, Vol. VIII, 1937, p. 98.
\textsuperscript{106} Travancore Government Gazette, dated 30 November 1937, Part I, p. 389
\textsuperscript{107} Sri Mulam Assembly Proceedings, Vol. XVI, pp. 710-712
\textsuperscript{109} Travancore Government Gazette, dated the 28 Vrichikam 13 December 1938
If no default of the payment of the fees within the period fixed the application was rejected. It would competent to the Thasildar, for sufficient reasons, to restore the application to file and to proceed with the realisation of the dues.\(^{111}\)

Tahsildar maintained the registers and accounts for the collection and payment of Jenmikarams.\(^{112}\)

**Village Registers**

**a. Permanent Registers.**\(^{113}\)

1. Register A - Register of Jenmikarams
2. Register B - Supplement to register of Jenmikaram

**b. Periodical Register**

1. *Jenmi* War Register

**c. Accounts**

1. Kooduthual Kuravu accounts
2. Arivu number
3. *Jenmi* karam Thandaper accounts\(^{114}\)
4. Nalazhi or account of daily collection
5. Register of collections
6. Defaulter's accounts
7. Account of excess collection

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8. Account of item written off

9. Miscellaneous accounts

10. D.C.B. account

11. Process account

11. Taluk Registers

1. Register of orders relating to Kooduthal and Kuravu.

2. Register of Arivu numbers

3. Demand register

4. Register of collection

5. Register of items remitted

6. Register of items written off

7. D.C.B. register

8. Miscellaneous register

9. Register of steps taken under the Revenue Recovery Act


Subsequently the Government passed the Pookuvaravu rules. These rules are called as the Jenmi Karam Pokkuvaravu rules.

These rules came to force at once. The transfer of the right of the Jenmi to receive or the liability of the Kudiyan to pay Jenmi Karam will arise by reason of

a) by voluntary transfer as sale, gift, partition etc.


116. Travancore Government, Order No. 7621/21, Revenue, dated 1 August 1921.


118. Travancore Government, Order No. 2838/21, Revenue, dated 29 February 1924.

b) by compulsory transfer as sale, in pursuance of court decrees or for arrears of Public Revenue and  

c) by successions.\textsuperscript{120}

The Pokkuvaravu rules relating to the liability of the holder of the land in regard to the payment of the Sirkar tax shall apply mutatis mutandis to all transfer of the liability of the Kudiyan to pay Jenmikaram arising from the transfer of land.\textsuperscript{121}

The Pokkuvaravu a form would mutatis mutandis be used for this purpose. -In the place of Pokkuvaravu Patta, a Pidipadu in the prescribed form was issued to the transferee- Kudiyan. The transfer of the Jenmi's right to receive Jenmikaram was recorded in the register of Jenmi Karam in accordance with these rules.\textsuperscript{122}

The transfer of the right to receive Jenmi Karam effected only on applications of the transferee or this legal representative.

No transfer of the right to receive Jenmikaram should recognised for the purpose of these Rules unless the land on which the Jenmikaram transferred Karampathippu rules were passed.\textsuperscript{123} The Land Revenue and Income Tax commissioner either of his own motion or at the instance of the Division Peishkar set aside or modify any original decision passed by the Devision Peishkar or the Assistant Peishkar as the case was if he was satisfied, (a) that there had been a material irregularity or violation of rule in the procedure adopted either by the Division Peishkar or the Assistant Peishkar or that the interest of Government or the parties are

\textsuperscript{120} Travancore Government order No: 286/39, Revenue, dated 22 February 1939.  
\textsuperscript{121} The Acts and Proclamations of Travancore, Vol. XI, 1942, p.911  
\textsuperscript{122} Ibid.  
effected there by, or (b) that the decision was made under a mistake of fact or owing to fraud or misrepresentations have been practised.

Then the Jenmikaram collection and payment rules came into force at once. The Tahsildars of the taluks would arrange to maintain the prescribed accounts of demand, collection and disbursement of Jenmikarams as provided for in the rules. The Jenmikaram would be payable two instalments of one half each in accordance with the particulars. Provided that if one half of the Jenmikaram can be paid only by paying also a fraction of one cash, that fraction would for purpose of payment be deducted from the first instalment and added to the second.

Every Kudiyan would pay to the proverthicar the village Accountant or the Tahsildar or any other officer whom the land Revenue and Income Tax commissioner may authorise in that behalf by notification in the Government Gazette, the Jenmikaram due from him on or before the date fixed for payment in Rules of these Rules. The remitter would be entitled to a receipt signed to the Proverthicar village Accountant, Tahsildar or such other officer empowered on that behalf by the Land Revenue and Income Tax commissioner for the payment so made. At the end of every month the total of each Jenmi war journal would be struck and notices to the Jenmies concerned appended with the first week of the succeeding month. Repayment of the amount expedited under the "Jenmikaram collection" into the

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125. Ibid
126. Ibid
128. Travancore Government, Order No. 1036/5/41 Revenue, dated 8 June 1941
treasuries would be made to the Tahsildars drawing contingent bills for the amount required.

The Tahsildar draw the amount from the treasuries on contingent bills would pay to the Jenmi or his authorised agent on production of a voucher to the Jenmi. These vouchers would forward to the Accountant General in support of the payment.\textsuperscript{130} The Government did not leave the provisions to be implemented through mutual dealing between the Jenmi and the Kudiyar, but the state intervened in between to see that the provision was effectively implemented. By law, the state assumed the responsibility for collection of jenmikkaram. In addition to this, the state was entitled to prepare the records named in the Act as `jenmikaram register' after a proper settlement of the jenmikaram land. Thus the state intervened, in the most effective way possible, to safeguard the interest of kanom tenants of jenmom lands occupying a little over 1.5 lakhs acre or 6 per cent of the total cultivated area of Travancore.

\textbf{Origin of Jenmom Lands}

Many theories advanced to explain the origin of Jenmom. The organisation of the country for social and political purposes was of the pure Hindu type.\textsuperscript{131} The unit of the social system was the joint family which happily survives to the present day and a number of joint families belonging to the early settlers in, or colonists of Keralam associated themselves for political and administrative purposes and established village communities, the Brahman village communities being designated

\textsuperscript{130} The Acts and Proclamation of Travancore, Vol. XII, 1943, p. 835.
\textsuperscript{131} T. Kunjuraman Nair, \textit{Authoritive Memorandam}, Trivandrum, p. 63.
gramams, and the non Brahman ones kara, pitaka, cheri and muri and later on desom.\textsuperscript{132}

According to the traditional accounts, the Brahmins who had been prevailed upon by Parasurama, the conqueror discoverer of Kerala, to colonise his new dominions and who it was said, were rewarded by him with the gift of the whole land, after fixing the thara (Nayar villages and sank thams established sixty four gramams or Brahman villages and introduced a sort of republican government.\textsuperscript{133} The village was presided over by an officer styled Rakshapurushan.\textsuperscript{134}

The non Brahman classes title of Madampiar and consisted of Kymals, Karthas and Idaprabhus. They were the sole proprietors of lands in their respective villages and they enjoyed in addition the following rights, if we were to credit the traditions current among the people.\textsuperscript{135}

1. The Ampalapathi or the directions of the religious ceremonies of the village pagoda.
2. The Uraima or the management of pagoda lands and tenants.
3. The control of all village ceremonies such as marriage.
4. Desadhipathyam or the general superintendence of all affairs of the desom or village.\textsuperscript{136}

In ancient days the lands were owned by four classes of communities.

\begin{footnotes}
\item[133] Keralopathy. p. 33.
\item[136] Travancore Land Revenue Manual, \textit{op. cit.}, Vol. IV, p.15
\end{footnotes}
a) The Malabar Brahmans who were the first to occupy the land at least in places where their community had established themselves.

b) The pagodas or religious institutions founded and endowed by Brahmans and Rajas and local chieftains, and

d) Madampimar, i.e. Heads of villages.\textsuperscript{137}

\textit{Jenmom}, the word derived from Sanskrit and signifying birth-right, that of the subject races belonging to the non Brahmanical race being also distinguished at later times by the word \textit{kudi jenmom} signifying the birth right of \textit{kudi} or subjects.\textsuperscript{138}

This private property was more ancient and probably more perfect than that of English landlords.

\textbf{Attipper}

\textit{Attipper} was the out and out surrender of the Jenmies rights by sale. This surrender of the full rights of the \textit{Jenmi was in} ancient days looked upon as very undignifying and hence such surrender, whenever indispensable, was made by slow degrees, so much so that when a \textit{Jenmi} had unavoidably to sell his property all at once, he was obliged to go through the several stages together.\textsuperscript{139} These stages were three in number (i) The \textit{Jenmi} has to execute a \textit{kaippada Otti} or mortgage receiving almost the full value as the debt.\textsuperscript{140} The purchaser than obtains possessions of the property. But he was not complete owner and therefore can neither cut a tree nor bury the deed in it nor sell it to others. After the first deed was executed two other deeds

\begin{itemize}
  \item \textsuperscript{137} T.K. Velu Pillai, \textit{op. cit.}, Vol. III, p. 133.
  \item \textsuperscript{138} V. Nagam Ajya, \textit{op. cit.}, Vol. III, p. 313.
  \item \textsuperscript{139} V. Nagam Ajya, \textit{op. cit.}, Vol. III, p. 320
  \item \textsuperscript{140} T.K. Velu Pillai, \textit{op. cit.}, Vol. III, p. 178.
\end{itemize}
named Ottikkumpuram and Kudimani should be executed in succession. The tenant now pays 20 per cent of the value of the property. When these two deeds were also signed and delivered, the jenmi was considered to have lost and the purchaser to have gained 7/8 of the rights in or dominion over the property, and the buyer can now cut wood or perform funeral obsequies in it. The last part of the transaction, viz., attipper was then drawn up to complete the sale and transfer the full free hold to the purchaser. For executing this deed the following ceremonies had to be observed in the presence of the six persons mentioned below.

1) A caste Jenmi 2) A near relation 3) The heir 4) The Raja's or Sirkar's representative 5) The person who wrote or drew out the deed 6) The headman of the village.

All these assembled, the jenmi brought in a vessel of water generally of kind, taken from the garden to be finally sold with some rice and flower put into it. The buyer then puts 2 fanams (4 ½ annas) as Nirkanom (water fee) into the kind. The Jenmi and the buyer then stood facing west and east respectively. The former informed his heirs that he was going to make over his Jenmi rights to such and such a person and with their consent poured out the water saying "I give you the water of such a compound to drink". The purchaser receives the water in his right hand and drinks it, but if he be of a higher caste, he washes his face and feet with it. Before the above presentation of water, the purchaser pays 4 fanams (9 annas). Oppukkanam

141. V. Nagam Aiya, *op. cit.*, Vol. III. p. 320
142. *Ibid*
144. A kind of power vessel with a tube through which the water flows. It was the most commonly used vessel, in this country and was nearly unknown in the eastern districts.
to sign the four deeds and at the time of drinking water the heir was given 4 fanams called Anantaravannadukkanam.\textsuperscript{146}

A Tusikanam of 8 fanams was paid to the person who draws out the deed, Tusı was the iron style or instrument used for writing on cadjans. A present of 2 or 3 fanams should also be made to each of the 6 persons for their attendance. The Dewan, therefore recommended the issue of a proclamation, known as the Royal Proclamation 25th Karkadakam 1042. \textsuperscript{147} He also recommended that an enactment should be framed but the latter proposal was not acted upon at the time owing to various reasons. The proclamation and rendered clear the sentiments expressed in the royal edicts of 1005 and 1007. It did not contain anything new or startling but only what was satisfactorily demonstrated to have long been agrarian custom of the country.\textsuperscript{148} It was believed that it admirably protected the mutual interests of the tenants and the landlords that it was conductive to agricultural improvements and prosperity. The Dewan hoped that "the provisions of this declaratory Notification and those of His Highness's Notification of 1865 entranching the extensive crown lands comprehended under the designation of Sirkar pattom lands, constitute what may be termed the Magna Carta of Travancore ryot."\textsuperscript{149}

'Jenmi' means a person in whom the Jenmom right over Jenmom lands is vested and includes, in the case of Devaswoms owning Jenmom right, the managing Trustee or Trustees of the Institution for the time being. The word "Jenmom" was substituted for the word "Proprietary" and the word "right" for "lands" 'Jenmom land'

\begin{itemize}
\item \textsuperscript{146} Ibid.,
\item \textsuperscript{147} V. Nagam Aiya op. cit., Vol. III, p. 317.
\item \textsuperscript{148} T.K. Velu Pillai, op. cit., Vol. III, p. 169.
\item \textsuperscript{149} Travancore Administration Report for the year 1042 M.E.
\end{itemize}
means land which is either entirely exempt from Government tax or, if assessed to public revenue, is subject to Rajabhogam only. And the occupancy right in which is created for a money consideration and is also subject to the payment of Michavaram or customary dues and the payment of renewal fees.

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, Bade 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 acquired in by the rest of the population.

Raja Sir Madhav Rao explained that 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. Even in Travancore, any coffee planter or indeed any ryot who held lands under a grant from the Sirkar, etc., or might be called a land-lord. But be it remembered, such land-lord was not Jenmis.

A Jenmi differed from such land-lords in that he did derive his title to lands from the Sirkar, etc. His title to the Jenmam lands was inherent. He was, so far as his Jenmam lands were concerned, a little territorial sovereign in a limited sense. He was land-lord of his Jenmam domain exactly in the sense in which the Sirkar was land-

151. Ibid.
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.

It is seen from the Madras Revenue Register of which the Jenmi of the Malayalam country was an absolute free-holder and possessed entire immunity from all taxation on account of his warrior Parasurama. Thus a Jennie in Malabar differed altogether from the land-lords of the rest of the Madras Presidency, who whether as Zamindars, Mitadars or ryots, held entirely of the Government.

Dewan Seshiah Sastri stated that the Jenmam lands may be subdivided into (1) Devaswam and (2) Brahmaswam, i.e. those held by pagodas and those held by Brahmins. 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-Jennis) for a money consideration, whatever the nature of the transaction. The mere letting out of the lands for annual rent to a tenant for whatever period did not vitiate the tenure. The moment an alienation (kanmam) did take place, the land become liable to a light tax called Rajabhogam amounting in the case of gardens to $\frac{1}{6}$ to $\frac{1}{8}$ of the full rental and; in the case of paddy lands to nearly the same proportions of grain, 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

152. The Madras Revenue Register, Vol. IV, Trivandrum, 1870, p.34.
153. Ibid.,
escheat to 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.

Justice Kunjuraman Nair says that 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, at present the term is universally employed to
denote the full proprietary right in the land of any class of people.\textsuperscript{155}

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 coasts, might be disposed off by the simple remark that any one
pursuing the Jenmam or attipper deeds,\textsuperscript{156} could be struck with the idea that
Jenmam right contained within itself the full rights of an allodial proprietor and
that the parties had expressly employed words to show how complete the dominion
was that had thus been brought and sold.\textsuperscript{157}

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

\textsuperscript{155} T. Kunjuraman Nair, Report on Jenmi and Tenant’s Problems, Trivandrum, 1930, p.35.
\textsuperscript{156} The out and out surrender of the Jenmis rights by sale.
\textsuperscript{157} T. Kunjuraman Nair, \textit{op. cit.}, p. 36.
property in the soil were imperfectly developed even at the time of the Mysorean invasion\(^{158}\).

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 function 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\(^{159}\). The word ‘kanam’ comes from the Dravidian world Kanuka ( = to see or to be seen) and the root from which that verbs 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\(^{160}\). But what was this supervision right (kanam). The kon (shepherd, kings) and the pathi (lord, master) had shares of the produce due to them as the persons of authority in the land. And the specific word sued to denotes these shares was pattam, signifying the padu (= authority’s) varam (share)\(^{161}\). The Nairs were so doubts 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 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 kon or king had his share. The pathi or overlord\(^{162}\) had likewise a share. And, if there was no such pathi or hereditary grantee, then it seems,

\(^{159}\) Ibid.
\(^{161}\) W. Logan, *op. cit.*
\(^{162}\) Ibid.
his share should go to the general body of protectors and supervisions the ‘six hundred’ - the Nair guild, the Kanakkar\textsuperscript{163}.

But, when the right of the Perumals came suddenly to an end, their (kon’s) share of the produce was, in Malabar at least, certainly not passed on to the chieftains who in some measure supplied the 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 fact at the time of the conquest of Malabar\textsuperscript{164}.

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 the Kanakkar. In proportion to the sum borrowed the Kanakkar deducted from the pattom\textsuperscript{165} collected by him for the Jenmi a

\textsuperscript{164} W. Logan, \textit{op. cit.}, p.225.
\textsuperscript{165} Ibid., p.226
quantity of produce sufficient to meet the interest on the sum lent. The interest was
calculated at certain customary rates and the balances of produce alone went to the
Jenmi\textsuperscript{166}. 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\textsuperscript{167}. Under that system of
customary sharing of the produce, the kanakkar advance to the Jenmi used to be
periodically revised in one or other of two ways, namely, A deduction of about
thirteen percent of the advance was made and a renewal deed showing the loan
diminished by this percentage prepared or No deduction was made, but instead of it’s
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
periodically renewal fees – now, however, extravagantly enhanced, amounting in the
most favourable cases at about twenty five percent, of the mortgage advance - form
one of the regular sources of a Jenmi’s income. These ideas at the root of this system
of renewal was that in due course of time the Jenmi’s customary share of the produce
should be free from the mortgage which mutual advantaged both to the Jenmi and to
the Kanakkaran\textsuperscript{168}. If, kon 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

\textsuperscript{166} Ibid., p. 227.
\textsuperscript{167} Ibid.
\textsuperscript{168} Ibid.
advantage to both of them. This system was admirably conceived for binding the two classes together in harmonious interdependence. When after series of renewals by the method (1) described, above the Jenmi holding had been freed from mortgage, the parties\textsuperscript{169} since resumed their original stations. The Kanakkaran began to yield again to the Jenmi the whoel of the Jenmi’s customary share, as he has been in the habit of doing before the loan had been made, and remained on the holding in his capacity as supervisor\textsuperscript{170}.

Baden Powell does not accept Logan’s etymologies, but relying on Logan’s history, tries to show that the claim to Jenmam right as an advance 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{171}.

The early organization, into tharas and nadus, as described or 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 according with the custom common to Dravidians and Aryans\textsuperscript{172}. 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, general land revenue was

\textsuperscript{169} Ibid.
\textsuperscript{170} Ibid., p.228.
\textsuperscript{171} Baden Powell, Land Tenures of India, London, 1942, p. 120.
\textsuperscript{172} Ibid., p.126.
reintroduced, and the petty chiefs became land-lords of Zamindars in their turn paying revenue. The land-lords were called the Jenmis\textsuperscript{173}.

**The Rights of Jenmis**

The major rights of the Jenmis are:

The *Jenmi*, being the owner of the soil of holding, we entitled to everything standing or growing thereon. The *Kudiyan* was entitled only to a share of the value of this improvement made by him.

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.

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

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

Instead of redeeming at the end of the term, the *Jenmi* was to renew the deeds, if the Kudiyans paid a fee for renewal. At the time of the renewals, the right of the Jenmi revises and readjust the terms of the tenancy was fully and freely exercised.

**The Rights of the Kudiyan**

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

\textsuperscript{173} *Ibid.*,
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.\(^{174}\)

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 of surrender.

The Payments made by the Kudiyan

The payment made by the Kudiyan (tenant) to the Jenmi and lord fell under three heads.

1. Annual

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 Kuidyan at the time of the Onam festival or, if the Jenmi happened to be a Devaswam, at the time of annual evictions.

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 *Aradianthram* fees (Arukalccha) and the *Kalasavari*. The *Aradianthram* fees were contribution 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 connected with the funerals of the eldest male members and (6) *Masam* or ceremony connected with the first anniversary of the death of the eldest male members, *Kalasavari* is the fee levied by Devaswam *Jenmis* when *Kalsam* or purificatory ceremonies took place in the Devaswams. 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 percent of the *michavaram*. 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.

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175. Five fruits are jack, coconut, areca nut, mango and banana.
The periodically fee was called the Adukuvathur or renewal fees payable ordinarily once in twelve years\textsuperscript{181}. The idea of renewal had probably its origin in the popular notion that monuments of title created in one reign or administration were in respected unless the successor also recognized it and, therefore had

This fee, being a substitute for the reduction of the family debt, went into the family exchequer or appropriated a portion of the kanam is consideration of the renewal, and this fee was intended as a substitute for the amount so appropriated\textsuperscript{182}.

Another fee which the kudiyan had to pay once in twelve years was called olapanam\textsuperscript{183}. Before the introduction of a stamp paper, the documents executed by parties were engrossed on cad Janet. The Jenmi as territorial lords had their own accountants whose due it was to write the Jenmi’s account and, during the periods of renewal to prepare the deeds to be executed by the Jenmis. The account attested the documents and generally had to dock everything connection with their execution by the Jenmi. For writing the Jenmi accounts, the account was generally given some property on favour terms. But the additional work during times of renewal was by each Kudiyan paying the accountant a small sum towards expenses, etc. in connection with the preparation of the deed. This fee was known as olapanam or the price of the cadjan\textsuperscript{184}.

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

\textsuperscript{181} M. Raman Menon, Land Tenures of Travancore, Trivandrum, 1903.
\textsuperscript{182} K. Sankaran Pandala, Commentaries on Jenmi and Kudiyan, p.72.
\textsuperscript{183} T.K. Velu Pillai, \textit{op. cit.}, Vol.III, p.158.
\textsuperscript{184} P.R. Sundara Aiyar, Malabar Land Tenures, Madras, 1903, p.87.
claimed a fee for himself for signing the deed. This fee was called opputusi\textsuperscript{185}. It was also called opukanam or thusikkam\textsuperscript{186}.

At the time of the renewal, the Jenmi had the right of readjusting the terms of the tenancy and enhancing the michavaram. This was affected in various ways. The Jenmi might insist upon an enhancement of the Jenmi Pattom 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\textsuperscript{187}. Ettartham was nothing more than the capitalized value of michavaram. Similarly, the tenant or Kudiyan might plead for reduction of michavaram on account of the non-productiveness of the soil.

The Relationships 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 circumstance was due to the social and political organization of the country.

The rich land-owners were feudal lords. The various classes of tenants have, unlike the Jenmi, been affected by the progress of Western Civilization. The

\textsuperscript{185} Oppu means ‘signature’ and ‘thust’ the needle or style with which the signature was made on the cadjan.
\textsuperscript{186} Ibid.
\textsuperscript{187} T.K. Velu Pillai, \textit{op. cit.}, Vol. III, p.159.
monopoly in land and a sense of insecure on account of the Jenmi’s right of eviction. This became cause complaint by the cultivating peasants.

The steady increase of population and the absence other profession except agriculture led more and more persons to dependent on land for their subsistence. The Jenmi having of income except their lands were compelled to exact as much could from their tenants. The great demand for cultivable lands helped the Jenmi to the highest bidder. In Travancore the bulk of the lands were, as already stated, in the possession of mortgages. It has also been stated that the interest and 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 according passed by the Maharaja in Karkadagam 1042 M.E (August 1867). It declared that so long as the tenants paid the stipulated rents other customary dues, they should not be liable to ejection. Jenmi might raise the rent at the renewal of the lease in where readjustment was allowed by custom. He might use for of dues and pray for ejectment if the tenant with held payment twelve years consecutively. In cases of restoration of the large Jenmi, the tenants were entitled to get compensation for his improvements188. If the Jenmi

refused to accept the payment made by the tenant the latter might deposit the amount in court and absolve him of any further liability.\(^{189}\) The *Jenmi-Kudiyan* Proclamation constituted what Dewan Mahava Rao called ‘the Magna Carta of the Travancore ryots’.\(^{190}\)

**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 Gazette dated in the 25\(^{th}\) March 1924 with a view to its introduction in the Legislative Council.\(^{191}\) But it was soon noticed that the Bill did not satisfy either the *Jenmies* or the *Kudiyans* 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 conference was accordingly decided upon, and it was held under the presidency of the Dewan. Government was 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.\(^{192}\)

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

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Jenmi were proposed to be taken away, and there was to no eviction and no surrender hereafter for any reason or in any circumstances.

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 percent, of the arrears to the Jenmi for each year that they remained unpaid after the first three years. The maximum penalty that a Kudiyan might have to pay is 37 ½ percent, as it was proposed to reduce the period of limitation to six years as regards suits for Jenmi dues.

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. It regard to such trees, it was provide that through the Kudiyan might cut them, he had to do so with the consent of the Jenmi or after giving 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

193. Travancore Legislative Council Proceeding dated 09.12.1932, page in after referred to as TLCP
impose a fixed pattom assessment on each of such trees if and when they attained a girth of not less than 36 inches, in

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 Kuidyan to the Jenmi and the settlement pattamicham was not larger than ten percent of the Jenmikaram the settlement pattamicham be fixed as the Jenmikaram.

That when the amount of the Settlement pattamicham was larger than the amount of the Jenmikaram by more than 10 percent of the latter, the Jenmikaram plus 10 percent thereof be fixed as the Jenmikaram.

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 Jenmikaram 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 Jenmikaram and paying it over to the Jenmi. It 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 was 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

195. Ibid.
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.