

Land Tenants of Kangra During Colonial Rule

Abstract

All the tenure in Kangra originated in grants by the state, but there were also some classes derived from the land holders. A great deal of land was held by families of superior position, such as Brahmans, Mahajans and high grade Rajputs, and who had either through their power or their position in bureaucracy got land leased in their favour, and whose pride forbid them to handle a plough. These types of landholders persuaded the poor or landless people to settle down and cultivate as their tenants. Generally there were three type of land tenants in the area- *opahu* (regular tenant farmer), *kama* (farm servants) and *sanjhi* (simple tenant of arable land). Because of the British policy, the lesser tenures of the tenants and even in the *basiki opahu*, who were safer earlier and who were in cultivation for generations on the land of the landholders, became insecure

Keywords: Land Tenure, Land Tenants, Opahu, Sanjhi, Kama, Basiki Opahu, Bajhiya, Hali, Adhsali, Dudharchar Opahu, Basnu.

Introduction

Kangra is an important and beautiful district of Himachal Pradesh lying in the lap of Dhauladhar. Kangra's Katoch dynasty was one of the oldest hindu ruling houses of India. It became under the control of the Sikhs since the time of Ranjit Singh and after first Anglo-Sikh war in 1846 it became under the direct control of the British. Through this paper I want to discuss about the land tenants of Kangra, and how much they were affected by the British policies under their rule (1846-1947).

Aim of the Study

The main aim of the study is to discuss the different types of land tenants in the area and their relations with the landholders. It will be further discussed that how these relations have been affected by the British policies under their rule (1846-1947).

Kangra Tenants

All the tenure in Kangra originated in grants by the state, but there were also some classes derived from the land holders. A great deal of land was held by families of superior position, such as Brahmans, Mahajans and high grade Rajputs, and who had either through their power or their position in bureaucracy got land leased in their favour, and whose pride forbid them to handle a plough. These types of landholders persuaded the poor or landless people to settle down and cultivate as their tenants. Although there was no great difficulty in getting land on lease, especially in the rice tracts, but the assessment was heavy, and coin was very scarce, and above all the poorer people had no capital with which to withstand a bad season. Hence they often preferred to hold of some well-to-do man, and pay him a share of the actual out-turn, leaving him to pay the state its fixed demand.¹

Generally there were three type of land tenants in the area- *opahu* (regular tenant farmer), *kama* (farm servants) and *sanjhi* (simple tenant of arable land). For *opahu* and *kama* the landholder was in the relationship of *bajhiya*. A true tenant farmer or *opahu* had his own livestock and implements. If he resided on the land he cultivate, he was known as a '*basnu*' or '*basiku opahu*' and if he resided in the same village but not on the land, then he was called simple '*opahu*', and if he come from another village to cultivate, then he was known as '*hal chak*', '*opra*' or '*dudharchar opahu*'. These *opahus* with the exception of a very few who paid '*ruru*', which was a fixed rent in grain and cash, all were metayer tenants, shared the gross produce with the land holders in proportions which vary according to agreement or custom of the locality.² When the grain was in heap, the fee due to weigh man, watcher, (*baiski* and *bhron*)³ and rural artisans were first deducted and the remainder was then divided. *Baiski* and *bhron* were according to the tradition of the area. As in *mauza* Bandahu of *taluka* Rajgir of tahsil Palampur, there was no tradition

Shamsher Singh

Assistant Professor,
Deptt. of History,
MSCM Govt. College,
Thural, Kangra, H.P

of 'bhron but 'baiski' was taken at the rate of two seers per *maund*⁴, and in *mauza* Bassi of tahsil Dehra there was no tradition of 'bhron' as well as 'baiski'.⁵

In most of the areas the landholders got a half of the produce even on unirrigated land, but if tenant were scarce, or the soil not very good, he got only two-fifth or one-third or in some cases one-fifth.⁶ In best irrigated lands of Palam and Rajgir, only half plus a fee called 'karda' or 'panchotra' at the rate of five *kacha seers* per *kacha maund* on the tenant share. In *taluka* Rajgir and Palam the produce of a field of sugarcane was divided as follows: - If the proprietor and tenant go halves in the expenses of working the press and the caldron, then the 'gur' or molasses was divided half and half; if the tenants bear all the expenses, then the proprietor got only one-third.⁷ The tenant farmer in addition to his rent, was bounded to give three days work in the year on any other land his landlord may had, if asked to do so. This service was known as 'jowari'. In ploughing time it was known as 'haletar', in reaping time as 'daretar' and in mowing time as 'karoti'. In 'jowari' time landlord had to provide the tenant food for the day.

If the *basiki opahu* was a special craftsman the rent for his house-site was occasionally paid in the form of his specialist service or product. A barber for example, may shave his *bajhiya* without payment; a weaver may give a length of cloth, a basket-maker a number of baskets. The status of house-tenant was a very demeaning one, and the 'opahu' was expected to act out his subordination in a number of ways. He should never appear before his *bajhiya* without some form of head-covering, and when they meet he should touch his feet. On the death in the *bajhiya* family, house-tenant or *basiki opahu* had to shave his head and observe a seven days period of mourning. No child of his may be given the same name as any member of the *bajhiya*'s family, or of a closely related household of the same lineage. *Bajhiya* also help his *opahu* in certain manners such as, he lend his *opahu* money and grain, give him wood for his house and grass for thatching, and even perhaps arrange the marriages of his children.⁸

'Kama' was simply a farm servant and generally engaged on a semi permanent basis. The *kama* was required to do pretty well every sort of work from ploughing to collecting firewood; but since he was likely to be of low caste and his employer of high caste, there were a number of tasks- like fetching drinking water from the often distance springs- which he cannot appropriately perform. *Kamas* were paid very low, so the position of the *kama* was both unprofitable and highly unprestigious. *Kama* used to get, beside his boarding and lodging, at most only eight *annas* a month, and a suit of cloths per annum.⁹ But the rates had gone higher in next few years. In 1909 a casual labourer was paid 4 *annas* a day in addition to his food, and with 4 *annas* he could buy 3 kilos of wheat.¹⁰ Between the 'kama' who was a mere farm servant, and the regular 'opahu', there was a class of men who farm the land with plough and oxen furnished by the landholders. They were called by various names in different localities, reference to their share of gross out-turn, which was one-half of wheat remain after putting aside the 'sath' or government share, the 'sath' being half or a third, their share was

fourth or a third. If assisted by a 'kama' supplied by the landholder, they get only eight. Hence originated the names, by which they were commonly, distinguished, of *chantegu*, *trihana* or *atholu* tenants. In *taluka* palam they were called 'phuk-pholu', conveying the idea that such a tenancy was a livelihood for a single soul.¹¹ If a man only ploughs the fields of landholder, he was known as 'hali'. A *hali* was sometime engaged by one or more landowners for the whole period during which the crop was sown. The demand for his services came largely from households in which all the able-bodied men were employed outside, from households which did not keep a pair of oxen because their holding was too small to merit the investment, from aristocratic Rajput and Brahman families whose high standing would be compromised by the ploughing. This type of arrangement was a contractual one, and there was no obligation to continue it from one harvest to the next. Some time *hali* get an agreed quantity of grains for the whole job, but more usually payment was calculated by the number of days it took to do the ploughing. If he used his employers plough and oxen, he would pay food and some money but if he used his own plough and oxen his remuneration was almost double.¹²

There were two peculiar form of tenure or partnership in land founded in the area, known as- 'adhsali' and 'sanjhi'. The 'adhsali' was a partnership between cultivator and non-cultivator. The cultivator or tenant pays the 'sath' and lords share to the non-cultivator which was landlord, who takes the 'sath' and pay the revenue to the state. But in some holdings it was founded that the cultivator and non-cultivator divide the 'sath' between them and pay the revenue share and share alike. Here, there was nothing on the surface to show which of the two parties was the proprietor and which the mere 'adhsali'. Another kind of partner was the 'sanjhi'. The term 'adhsali' implied partnership in payment of revenue, but the term 'sanjhi' was partnership both in payment of revenue and cultivation.¹³ Although labour service may occasionally be demanded of a 'sanjhi' as it was of a *opahu*. Such services neatly catch the difference in the status between the two types of tenant. While the 'sanjhi' working on his *bajhiya*'s or landlord's land it was known as 'jowari' (mutual help between friends), the tasks required of an *opahu* would generally be described as *kar-begar* or forced labour. *Sanjhi* cultivate either for a fixed grain rent (*rurhu*), or for a share of the crop (*gall-batai*). Of these, the share-cropping system was by far the more common. Traditionally landlord takes half the produce after the revenue had been deducted, and after payment had been made out of the undivided heap to those special craftsmen like the carpenter and the blacksmith whose prompt service was essential to the success of the harvest. Other kinds of craftsmen like the barber and shoemaker, who did not contribute directly to the harvest, were paid separately by the landlord and tenant out of their individual shares,¹⁴ though it seem that in the past they too were customarily paid from the common heap.¹⁵ The division between landlord and tenants vary from one part to another. In many parts craftsmen were paid by tenant alone, and elsewhere the landlord had customarily received a

small additional allowance in recognition of his responsibility for the revenue.¹⁶ If the landlords resided in outer place then it was the duty of the tenant to made arrangement to send the landlords share, but the expenses of the transport will be given by landholder.¹⁷

A *sanjhi* may hold the land for more than one *bajhiya* and his arrangements with each of them may be different. A common pattern was for the tenant to cultivate his holding with the plough and oxen supplied by his landlord, and for the crop from this land to be split on a fifty-fifty basis. In addition, he also cultivate the rest of his *bajhiya*'s land without either taking a share of the crop or being paid wages, though he was working on this land he get his food, and at the end of the rains he can cut as much hay as he need from his landlord's grass preserves.¹⁸ If landholder put manure in the fields then total *bhu* (wheat husk) and *pral* (paddy straws) will be of land owner and if put by tenant then total *bhu* and *pral* will be of the tenant.¹⁹

Throughout the 19th century the landlord's bargaining position vis-à-vis his *sanjhi* was greatly weakened by the fact that the demand for tenants generally exceeded the supply.²⁰ The major reason for this was simply that the tenant had a hard time making an adequate living. Their difficulties must have been most extreme during the pre-British period when the combined share of the state and the *bajhiya* amounted to between two-third and three-quarters of the crop, while the tenant often had to meet the entire costs of production including the seed and the fee of the special craftsmen. It was hardly surprising then, that the proprietors used to have coax their tenants to settle down and stick to their farms: the proprietor's interest was in these days a sufficient guarantee to the tenant that he would not be evicted except for some very grave cause; and if he was evicted, he could easily get another farm, or if enterprising enough, get land from the state and became a proprietor.²¹

Eviction of tenants were very rare at the turn of the century while in the years immediately preceding the first world war 'the high rates of which were imposed by custom probable leave the tenants less profit than they can obtain by equal labour in non-agricultural occupations outside the district'.²² During the same period the shortage of labour in palampur was sufficiently acute to force the tea-planters to employ coolies for the whole year in order to meet their requirements at peak seasons.²³ With regard to time of change of eviction of tenants, the general custom was that if a landlord put in a man to cultivate the autumn crop, he must let him hold on for the spring crop also; whereas, if he put him in before the spring crop, he may evicted after it was harvested. The explanation of this was that the autumn crop, put the farmer to greater expense and trouble, and it is therefore thought that he should be allowed to workout in a second harvest to use the benefit of the labour and manure put in for the first. But in some exceptional places the spring harvest was the most important, and there in consequence the rule was reversed. This general custom was expressed in a popular rhyme:-

Jiski Sairi, ushiki Niai;

Jis ne bhari ushi ne biai.

It means that his autumn, his spring harvest; his betrothed, his bride.²⁴ This rule would apply to eviction of any class of tenants but mainly for those who hold land from year to year, or for one harvest only, and they were the *phuk-pholus* and others who farm with landlord's ploughs and the *opra opahu* and others who come from other villages. For *basiki opahu* the feeling of landlord was different. Although there was no deed or express verbal agreement between them, but the implied contract was that the tenant shall hold so long as he farm well and regularly paid his rent; or in other words '*ta qasur*'. Proprietors in meetings with Mr. Lyall during settlement justify the term '*ta qasur*' as, it must be fault strictly connected with the farm, and causing loss to the proprietor, such as continued bad farming, stealing from the threshing floor (locally called *khuada*), or failure to pay the rent punctually.²⁵ But the cases of eviction of *basiki opahu* were rare in the area.

So, on the whole we can say that the all type of tenants were on the mercy of their landlords. British had begun to take interest for the safeguard of the tenants. In the early settlements of the Punjab all tenants who had cultivated under the landlord for the period of 12 years were recognized and recorded as occupancy tenants. This led to a disturbance of the social balance. Landlords were strongly against the recognition of occupancy status of a cultivator merely on the basis of length of possession.²⁶ So, later on, when enquiry into tenant right made in most of the village landholders with the help of amins and patwaris send reports that there was no hereditary and non-hereditary tenant. At the commencement of revision of settlement in 1865, Mr. Lyall convoked meetings of proprietors in all four *parganahs* and asks them if any cases of tenants, by custom of country, were entitled to the status of hereditary cultivator (*maurusi*). In Hamirpur meeting they said that *basiki opahu* should be considered hereditary, and in Dehra meeting the same with regard to all regular tenants of 35 years standing. But in Kangra and Nurpur meeting hereditary status was given to none but co-proprietors and clearers of the waste.²⁷

To settle down the conflicting views about the nature of occupancy right, the Punjab Tenancy Act, 1868 and 1887 were passed. But these acts even deteriorate the position of the tenants. In Punjab Tenancy Act 1868, under section 5 a tenant can claim his occupancy right only after proving that he had occupied land for three generations without paying any rent or helped in founding a village. In Punjab tenancy Act 1887 under section 5 a), the provision of three generation was reduced to two generation, but not less than twenty years.²⁸ But even in the cases of regular tenants, it became very difficult for the tenants to claim their right as occupants, because the land which was previously recorded as the holding of a tenant was now shown as being cultivated by the owner himself, although in fact it was the tenant, who was still farming the land. This, of course deprives the tenant of his legal rights. The following statement shows the detail of the cultivation in five tahsil in 1895-96:-²⁹

Tahsil	Total of Cultivated Area	Area Khudkasht	Under Cultivation of Tenants Who Pay No Rent	Tenants Having Occupancy Rights		Tenant-At-Will	
				Paying in Cash	Paying in Kind	Paying in Cash	Paying in Kind
Kangra	65,254	39,210	118	231	1,272	1,015	23,408
Nurpur	1,07,036	56,753	404	1,675	4,150	4,477	39,577
Dehra	1,06,063	76,594	240	587	1,217	3,927	23,489
Hamirpur	1,51,597	1,22,087	346	597	8,281	2,260	18,017
Palampur	79,629	50,159	456	109	945	804	27,156
<i>Total</i>	<i>5,09,579</i>	<i>3,44,803</i>	<i>1,573</i>	<i>3,199</i>	<i>15,865</i>	<i>12,492</i>	<i>1,31,647</i>
% Age	100	67.66	0.3	0.62	3.11	2.45	25.83
Total				3.73%		28.28%	

Because of the British policy, the lesser tenures of the tenants and even in the *basiki opahu*, who were safer earlier and who were in cultivation for generations on the land of the landholders, became insecure. These *basiki opahu* now became mere tenant at will.³⁰ Even those tenants who were entered in the records, and who were supposedly protected by the Act, often found themselves under heavy pressure. An influential landholder can get away with this because there were still a large number of ways in which he can make life tough for his tenants. The most straightforward of these was the crude threat of violence or malicious damage to the standing crops. But it was often just as effective to exploit the tenant's reluctance to get involved in a legal action and for most people had little faith in the impartiality of the courts and the landlords had the best opportunity to influence their decisions. Furthermore, court actions were lengthy and very expensive, and even if the case initially goes in favour of the tenant, a rich landlord can wage a campaign of attrition by instituting a series of appeals which place an intolerable strain on his opponent's financial resources.³¹ In general, it seems clear that government legislation had failed to provide the security of tenure which was its ostensible aim; and, by encouraging the immediate eviction of many tenants, had in fact swelled the ranks of the landless labourers.

Conclusion

So in the end we can say that because of the British policy, all the tenants including *basiki opahu*, who were safer earlier, became insecure. In general, it seems clear that government legislation had failed to provide the security of tenure which was its ostensible aim; and, by encouraging the immediate eviction of many tenants, had in fact swelled the ranks of the landless labourers in the area.

References

1. J.B.Lyall, Kangra Settlement Report, 1874, p.58.
2. Ibid, p.59.
3. Wajib-ul-arz, Mauza Bandahu, Taluka Rajgir, tahsil Palampur, District Kangra. 1915-16.
4. Ibid.
5. Wajib-ul-arz, Mauza Bassi, tahsil Dehra, District Kangra, 1910-11.
6. J.B.Lyall, Kangra Settlement Report, 1874, p.59.
7. Ibid.
8. Jonathan P. Parry, Caste and Kinship in Kangra, New Delhi, 1979, pp.45-46.

9. J.B.Lyall, Kangra Settlement Report, 1874, p.58
10. Kangra District Gazetteer, 1935, Table 25-26.
11. J.B.Lyall, Kangra Settlement Report, 1874, p.58
12. Jonathan P. Parry, Caste and Kinship in Kangra, New Delhi, 1979, p.51.
13. J.B.Lyall, Kangra Settlement Report, 1874, p.49.
14. Jonathan P. Parry, Caste and Kinship in Kangra, New Delhi, 1979, pp.46-47.
15. G.M. Boughey, Preliminary Assessment of the Palampur tahsil of the District Kangra, Lahore, 1914.
16. V.Connolly, Preliminary Assessment Report of the Dehra and Hamirpur tahsils of the Kangra District, Lahore, 1911.
17. Wajib-ul-arz, Mauza Jamanabad, Taluka, Tahsil and District Kangra, 1917-18.
18. Jonathan P. Parry, Caste and Kinship in Kangra, New Delhi, 1979, p.47.
19. Wajib-ul-arz, Mauza Bandahu, Taluka Rajgir, tahsil Palampur, District Kangra. 1915-16.
20. Kangra District Gazetteer, 1924-25, Part, A, P.395.
21. J.B.Lyall, Kangra Settlement Report, 1874, p.47.
22. L.Middleton, final report of the third Revised and Revenue Settlement of the Palampur, Kangra and Nurpur Tahsils of the Kangra District, 1913-19, P47.
23. G.M. Boughey, Preliminary Assessment of the Palampur tahsil of the District Kangra, Lahore, 1914.
24. J.B.Lyall, Kangra Settlement Report, 1874, p.60
25. Ibid. P.61.
26. Harish Chander Mittal, Punjab Tenancy Act 1887, Lahore, 1935, p.vii.
27. J.B.Lyall, Kangra Settlement Report, 1874, pp. 62-63.
28. Harish Chander Mittal, Punjab Tenancy Act 1887, Lahore, 1935, p.10.
29. A. Anderson, Final Report of the Revised Settlement of Kangra Proper, 1897, p.6.
30. J.B.Lyall, Kangra Settlement Report, 1874, p.63.
31. Jonathan P. Parry, Caste and Kinship in Kangra, New Delhi, 1979, p. 49.