

Land Revenue Policy Of Bijni Raj Estate During Mughal And The British Rule: An Empirical Study

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ABSTRACT

Bijni Estate which was part of undivided Goalpara district which occupies a distinguished position in the history of this area. The Bijni Raj Estate which was a part of Undivided Goalpara district was subordinated by the Mughals initially and thereafter passed it over to the British East India Company by means of the Mughal Emperor's *farman* of 12 August, 1765. On the strength of Mughal Emperor's *farman* the British came into possession of the *Diwani* of Bengal, Bihar and Orissa. At that time Goalpara district was a part of Bengal, as a result of which Bijni Raj Estate was also resettled under the colonial rule. The present paper an attempt has been made to analyse the land revenue policy of the Bijni Raj Estate during Mughal and the British Rule. It also tries to find out on the revenue which the Bijni *Rajas* had to pay to different governments under whom they acted as tributaries. Different kinds of land tenures and the tenancies and merits and demerits of the permanent settlement are also discussed.

Keywords: Bijni Raj Estate, Zamindar, Land Revenue

The Bijni Raj Estate which was a part of undivided Goalpara district was subordinated by the Mughals initially and thereafter passed it over to the British East India Company by means of the Mughal Emperor's *farman* of 12 August, 1765. On the strength of Mughal Emperor's *farman* the British came into possession of the *Diwani* of Bengal, Bihar and Orissa.¹ At that time Goalpara district was a part of Bengal, as a result of which Bijni Raj Estate was also resettled under the colonial rule.

The Koch *Raja* Parikshit Narayan was a tributary chief under the Mughals. His kingdom suffered territorial loss, and was confined between the river Manas on the east and the Sonkosh on the west. His son Chandranarayan was recognised as a *Zamindar* by the Mughal authority, and he was considered as the founder of the Bijni Raj dynasty.² The Bijni *Raja* was a defacto ruler of the Bijni Estate, and thus the assessment and collection of the revenue continued on traditional line without interference of the Emperor.

The *Zamindari* system was prevalent in the Goalpara district in the nineteenth century. It was a land-tenure system which identifies the ownership of land and the relation of the owner with the cultivator. The ownership of land may be with particular persons, but the cultivators of land may be different. Under the *Zamindari* system, land is settled more or less permanently with the landlord or *Zamindar* and the land revenue is fixed in perpetuity. Under the *Zamindari* system, the *Zamindar* was the actual owner of the land, whereas the peasants were the cultivators. The relationship between the tenant and the Government was indirect. In the nineteenth century, there were different systems of tenure and tenancy in the different estates in the Goalpara district.

The land was the source of generating revenue. Land revenue stands as one of the most important factors in regards to enriching and control over the transition of civilizations and for this agriculture played an important role throughout history. Land revenue administration had been and will continue to be one of the most important areas of public administration in India for a long time to come³.

The Bijni Raj Estate had to pay a tribute of aggregate of Rs. 5998 for Bijni and Rs. 3486 for Bijni *Duar* annually to the Mughal when it was underneath the Mughal command.⁴ After a period of time the tribute was

¹ Sir Richard Burn, (Ed.), *The Cambridge History of India*, Vol. IV, New Delhi, 1963, pp.454-455

² A.A.Khan Choudhury, *Koch Beharer Itihas*, N.L. Publishers, West Bengal, 1936, p.239

³ G.P Singh, *Revenue Administration in India*, P.1

⁴ Santo Barman, *Zamindari System in Assam during British Rule (A Case study of Goalpara district)*, Spectrum Publications, Guwahati, 1994, p.16

adjusted to an annual despatch of 68 elephants for Bijni and 40 elephants for Bijni *Duar*. Estimate of each elephant were specified in Narayane Rs. 88. When it was under the Mughal influence, the *Raja* of Bijni Estate imposed *Sayer* duties on the Garos on their manufacturing goods which they sold at the border markets established by them. Even in the advance stage of Colonial rule Bijni Raj continued to levy those duties from the Garos. The Governor General in Council, on 28th July 1790, ordered to abolish the collection of *Sayer*.⁵

In spite of continuous efforts of the Mughal Government, the rule of paying revenue in cash did not materialise in Bijni Raj Estate. Even till the first half of 19th century the *Ryots (Praja)* of Khuntaghat and Habraghat pay half portion of their revenue in homemade cotton clothes in lieu of cash to the *Raja* of Bijni. From the Tobrang (Tamranga) *Beel*, where 1400 *Mon* dry fish was produced the Bijni Raja got half portion of it as *Barshik* (yearly) *Jalkar*.⁶ As the *ryots* did not want to pay the revenue in cash so the *Zamindar* also faced problem to pay annual revenue in cash to the Mughal Government. As a result though the revenue was fixed in money, the Mughal Government had to accept their tribute in elephant, cotton, Agar wood etc in lieu of cash money.⁷

The Colonial government of India introduced a new political organisation which was based on the principles that was qualitatively dissimilar from the customary system that was widespread in the country in those days. The British also laid the foundation of a latest financial arrangement which demanded new values, new types of training, new approaches and new equipments for its operation.⁸

After acquiring the *Diwani* of Bengal by the East India Company, the Bijni Raj Estate had to give gifts in the form of elephants to the British. In the years 1776-1787 A.D, only 90 elephants were received out of 816. So with recommendation of the collector of Rangamati in

1788 A.D., the mode of payment in kind was again converted to an annual money payment of Rs. 2000/-. However the *Raja* of Bijni was allowed a deduction of Rs. 850/- from the annual payment as compensation for abolition of *Sayer*.⁹

Different kinds of land tenures and tenancies were present in the Bijni Raj Estate during the Mughal and British period. Land tenure in Bijni Estate may be divided into six categories.¹⁰

The *Makrari Maurasi* was a permanent heritable tenure at a fixed rent in perpetuity. These tenures were granted by special *Sanads* in written by former *Rajas* of the Estate. The tenure holders enjoyed full rights of proprietary, unless such rights were limited in original grants subject to their paying rents and local rates to the *Zamindar*. The tenure holder had the right to transfer by sale or gift. They could create sub-tenant, put up any building, excavate tanks, and cut trees. But they had no *Jalkar* right in rivers flowing through the lands comprised in their tenure; no mineral rights or right to catch elephants. They had no rights to collect tusk of dead elephants or horn of a dead rhino.¹¹

Maurasi was also a permanent heritable tenure at a fixed rent in perpetuity. The rent was not permanently fixed unless the tenure holder could prove that he had been paying the same rate of rent since the permanent settlement or that the legal presumptions were in his favour for having been paid the same rate of rent continuously for 20 years. The rate of rent was liable to enhancement on account of any increase in the value of the land. These tenures were also created by issuing *Sanads* in writing from the former *Rajas*. The incidences were same as the *Makrari Maurasi* unless controlled or limited by the original grant.¹²

Next is the Ordinary Tenure or *Jotes*. In the Bijni Raj there were no tenure holders who might be considered as middleman or farmers of rents. The *Jotes* that were being settled were purely cultivating *Jotes*, i.e. one cultivator took the settlement in his name and settled the land amongst his friends and relatives. They had no right to transfer by sale, gift, or mortgage without the consent of the *zamindar*. They had no right for cutting trees in their tenure without authorization, and they could not utilize the land contrary to the terms of the agreement. The rent was accountable to be enhanced at the end of a definite period fixed in the contract, usually for five years.¹³

Service Tenure in Bijni Estate was of two kinds- (a) Rent free and (b) Rent paying. The rent free tenures were *Devottar* and *Pirpal*. These were religious endowments in favour of a Hindu idol or a Muslim *Pir*. Incidents

⁵ Revenue B, September, 1930, No. 259-629, Assam Secretariat Record Room, Dispur

⁶ Amalendu Guha, *Zamindarkalin Goalpara Jilar Artha Samajik Awastha*, Bhabani Books, Guwahati, 2014, p.19

⁷ *ibid*

⁸ Diganta Kumar Baroowa, *Social Change in Nineteenth Century Goalpara*, Unpublished Ph.D Thesis submitted to the History Department, Gauhati University, Guwahati, 2009, p.113

⁹ Santo Barman, *op.cit*, p.16

¹⁰ *Bijni Dewan's Report submitted by R.C.Sen, Dewan of Bijni Raj to Laine, A.J., D.C. of Goalpara, incorporated in criticism of the existing Rent Law and Suggestions for Amendments*, Shillong, 1917, pp.35-39

¹¹ A.J. Laine, *An Account of land tenure system of Goalpara District with criticism of the existing rent law-suggestion for its Amendments*, Shillong, 1917, pp.39-40

¹² *Ibid*

¹³ *Ibid*

of those tenures were controlled by the terms of the original grant and the law relating to religious endowment. In some cases if the *Shebait*s (priests) failed or neglected to perform the religious services, the *zamindar* could resume the lands and appoint some other *Shebait*s (priests). No rent was paid for these tenures. The tenure holder had full right to create under tenures to settle lands, and to cut trees. The tenure had no right to transfer or sale, mortgage or gift.¹⁴

There were another two kinds of rent free tenures; these were *Lakheraj* and religious endowment. *Lakheraj* were two kinds (a) valid and (b) invalid. Valid *Lakheraj* were recognized by the government, for which the tenure holders paid their rent to the government directly.

Invalid *Lakheraj* were recognized by the *zamindar* but not by the government. Invalid *Lakheraj* paid his local rates through the *zamindar*. In the absence of heirs, the valid *Lakheraj* was resumed by the government, but in the case of invalid *Lakheraj* the grant was recommended by the *zamindar*. Besides *Devottar* and *Pirpal* under the service tenure, there were also the rent free tenures such as '*Brahmottar*', '*Bhogottar*', '*Mahottar*', and '*Zipka*'.¹⁵

Brahmottar were grants to Brahmans for religious purposes. There was a grant of an entire valid *Lakheraj mouza* to *Gurus* (religious preceptors) of the Raj family. Some other small grants were granted to the *Purohits* (preceptors) during the *sraddha* ceremonies. These lands were exempted from the liability of paying rent. Their tenures were also heritable and transferable subjected to conditions of grant if any.¹⁶

Bhogottar was a grant of land made to any one for enjoyment of land for free of rent under conditions of grant and was resumable on breach of any of those conditions. These tenures were not heritable unless expressly provided for and were not transferable. There were *Bhogottar* granted to *Brahmans* for the performance of duties connected with various religious ceremonies.¹⁷

The *Mahottar* tenure grants were usually held by the relatives of the Raj families on written leases. It was intermediary between *Zamindar* and tenants. The primary objective was the collection of rent and a certain percent of collection were being left to him as collection charge and profit. *Zipka* were grants of homestead site with small piece of land to the original grantee of *Lakheraj* whose estate had been bought up or resumed by the Raj for failure or negligence to perform the services stipulated in the grants. The *zamindar* granted a plot of land as homestead to the former grantee. These grants were rent free by way of charity or maintenance. These grants were heritable but not transferable.¹⁸

The 5th category of land in Bijni Estate was *Chandina*. Land, which was settled for the trade and commerce, was known as *chandina*. Lands settled for the establishment of shops or other buildings with an intention of trade. Rent was paid in four installments. Provisions of the tenancy act were not of any relevance to such lands. Rights and liabilities of parties were predetermined by the bond and they were regulated by convey of property act.¹⁹

The sixth category of land in Bijni Estate was Special Tenure. The rent for 40 years was approved to a limited liability company for the plantation of tea. The mutual rights and liabilities were guarded and limited by the terms of the lease. The leases could not acquire the right of occupancy inspite of the terms of rent.²⁰

According to report of Mr. R.C. Sen, *Dewan* of Bijni Raj Estate, which was submitted to A.J. Laine (D.C. Goalpara) there were three kinds of tenancies in the Bijni Raj Estate.²¹ These were-

The tenants who paid rents at a fixed rate were known as *Paitrik Sali* tenant. The *ryots* who enjoyed lands at fixed rates were entitled to get *pattas* for their land. The Second category of tenants was called occupancy tenants. A tenant who cultivated or held land for a period of 12 years had a right of occupancy over the land cultivated by him. He might not have *pattas* for the land he cultivated. But so long as he paid the rent for the land he was a genuine tenant. The third category of tenants was known as ordinary tenants. They were also called '*Korsha ryots*'.²²

These tenants were subdivided into three classes-

(a) The first category included the tenants who had to pay their rent in money.²³

(b) The second category included the tenants who had to pay their rent in kind. These tenants were called *Chukani* tenants, who paid annually certain fixed quantity of paddy per *bigha*.²⁴

¹⁴ Ibid

¹⁵ Amalendu Guha, *Op.cit*, p.66

¹⁶ Bijni Dewan's Report, *ibid*, p. 38

¹⁷ Bijni Dewan's Report, *op-cit*, p. 39

¹⁸ Bijni Dewan's Report, *op-cit*, p. 39

¹⁹ A.J. Laine, *ibid*, p.40

²⁰ Santo Barman, *op.cit*, p.100

²¹ A.J. Laine, *ibid*, pp.60-65

²² Ajit Kumar Barua, *Zamindari Administration in the Goalpara District of Assam Before Independence*, Unpublished Ph.D Thesis submitted to the Political Science Department, Gauhati University, Guwahati, 1986, pp.60-65

²³ *Ibid*

²⁴ *Ibid*

(c) The third category included tenants who were known as *Karari Ashu* tenants. These tenants cultivated on yearly basis. They did not have a fixed holding. Their names were entered in the separate *touzi*, and as soon as the crop was raised, the land became *Khas*. *Karfa* or under tenants were not recognized by the Bijni Raj. These three classes of tenants were not allowed to cut any tree in their own holding without the permission of the Estate. They had no right to construct permanent structure in their holdings.²⁵

After discussing the different kinds of tenancy that prevailed in the Bijni Raj Estate, we are now going to discuss about the stipulation of tenancies under the Bijni Raj Estate during the colonial period. The political aim of the permanent settlement introduced by the British was to create an advantaged class who would work below the British and would turn out to be an ardent supporter of their strategies. This plan of the British became triumphant to a large extent. The *Zamindari* rights, right to discarded land and agreement of *ryot's* agricultural land were considered by the *zamindars* as their prized possession and which opened a path for *Zamindari* agreement with some special features.²⁶ Also any agricultural land possessed through the process of sale and purchase by any rich peasant class or elite privileged class for agriculture development did not come under their possession. Instead those lands remained under the *Zamindars*. The inter-relation of transfer of land from one hand to another with unproductive agriculture yield led to zero investment in agricultural sector.²⁷ In the Bijni Raj Estate also same situation happened.

Lord Cornwallis envisaged that by distributing *Pattas* of land in the midst of *ryots* the connection between the *zamindar* and tenants would become cordial. But in actuality the relation went to the opposite direction. When *zamindars* wanted to increase the taxes there arose discrepancy involving the *zamindars* and the *ryots*, as they wanted to pay taxes as per the earlier system and hence no one party came to do an amicable agreement. In many places *zamindar* increased the taxes and collected it from the *ryots*, but they failed to get a recognising *Kabuliat* from them.²⁸ So the process of providing *patta* to the *ryots* remained incomplete. On the other hand in many places *ryots* refused to give increased charge of tax and *zamindars* were unable to get *pattas* favouring past taxes. As Cornwallis seized the political and military power from the *zamindars*, it became hard for them to collect the taxes in time from the tenants who were unwilling to pay it. In this critical condition, land and property of many *zamindars* were sold in *Nilam*. In the period from 1793-1819 A.D. about 70% of the land and property of many *zamindars* of Bengal presidency were transferred through *Nilami*.²⁹ But in Bijni Raj Estate the condition was different because they had to pay minimum amount of tax.

During the reign of *Raja* Amrit Narayan the entire Bijni Raj Estate was comprised of three divisions, namely *Nij* Bijni, *Habraghat pargana* and *Khuntaghat pargana*. *Nij* Bijni was considered as semi independent state outside the British territory. The *Habraghat* and *Khuntaghat parganas* were the permanently settled areas within the British territory. Consequently the rulers of Bijni Estate were termed as *Raja* of Bijni and *Zamindar* of *Habraghat* and *Khuntaghat pargana*.³⁰

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During the Mughal period, the *Zamindars* had been given limited right over the agriculture produce from the land occupied by the *ryots*. However the right of the *Zamindars* over the agricultural land occupied by the *ryots* was completely abolished by the Mughals. When the *ryots* were not capable to reimburse the land taxes, seizure of their movable properties and to

²⁵ *Ibid*

²⁶ M.S. Islam, *Permanent Settlement and the Landed Interest in Bengal*, Unpublished Ph.D Thesis, School of Oriental and African Studies, London, pp.120-122

²⁷ *Ibid*

²⁸ P.N. Driver, *Problems of zamindari and land tenure Reconstruction in India*, New Book Company, Bombay, 1949, pp.4-8

²⁹ *Ibid*

³⁰ *Memorial submitted by Raja Bhairabendra Narayan to his excellency Lord Mountbatten, Governor General of India, through the governor of Assam*, Assam State Archives, Guwahati.

³¹ M.S. Islam, *Permanent Settlement and the Landed Interest in Bengal*, Unpublished Ph.D Thesis, School of Oriental and African Studies, London, pp.120-122

³² *Ibid*

a certain extent subjugation of *ryot's* family members were given a thought.³³ But *ryot's* agricultural land was not forcefully occupied in any circumstances. The motive behind this was that it was not easy to find out new farming professionals and it would become loss for the government if any agricultural land remains unproductive. In terms of gathering of tax, the system that was prevalent in earlier times in *Parganas* was followed. Also as per the needs of the time, the system of tax relaxation and provision for agricultural loan (*Takavi*) was given to the *ryots* which forbade any extreme step by the government against the *ryots*.³⁴ Majority of the *ryots* were given the relief of paying a fixed land tax to the government treasury and snatching the powers of the *Zamindars* to increase the tax rate every year without the permission of the government was introduced. However the earlier system of *ryots* ownership of the land rights under his possession was not given any legal recognition. Instead it was decided that due to abundance of land in the country and limited number of *ryots*, a policy will be formulated which will be in favour of the *ryots*.³⁵

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Goalpara district under the Mughals passed over the administration of the East India Company. But while the British introduced some revenue measures to some other parts of Bengal, the *Zamindars* of the Goalpara district were left undisturbed and the *Zamindars* remained almost independent. The British accepted the tribute paid to the Mughal Government as land revenue. The British administration wanted to protect the interests of the *Zaminadars*. The British administration did not safe-guard the rights of the *ryots*. But the British administration gave the *Zamindars* heritable, permanent and transferable right on the land settled with the *Zamindars*. Under the British occupation, the *ryots* lost their occupancy rights. The peasants became the tenants of the landlord instead of owners of the land. As a result of the Permanent Settlement, the *ryots* of the Goalpara district was subjected to extortion of *Zamindars*. The *ryots* had neither hereditary, nor permanent right in the land they held. The tenants were reduced to tenants-at-will.

There was no tenancy law in the Goalpara district under the *Zamindars*. In the absence of tenancy law the oppression on the tenants become common practice of the *Zamindars*. The enhancement of rent was the inherent characteristics of the *Zamindars*. Taking the chance of *Zamindari* enhancement of rent, the *Jotedars* enhanced the rent on under-tenants and very often the *Jotedar's* enhancement of rent was higher than that of the *Zamindars*.

The *Zamindars* could not manage the *Zamindari* properly. The mismanagement of the *Zamindars*, cruelty of the officials, corruptions of the estate officials, collection of unreasonable *abwabs*, high rate of rent lead to widespread discontent amongst the tenants and between the tenants and the under tenants. The discontent of the tenants and the under-tenants combined together for resisting the oppressive nature of the revenue system of the *Zamindar*. Thus agrarian rebellions became a regular feature in various *Zamindaries* of the district. It was of course not a struggle waged by the oppressed peasantry as a class for itself against the *Zamindari* system. In order to serve the own interest of the *Zamindars*, the *Zamindars* worked as an ally to the colonial power and exploited the peasantry in various ways. As a result, class consciousness developed amongst the peasantry and they became able to recognize their class exploiters. Ultimately the peasantry started agitation for redress of their grievances, specially for a rent-law. Petition and memoranda were submitted to the British Government from time to time. In this way, it paved the way of greater dimensions of peasant politics and peasant movements.

³³ Irfan Habib, *The Mughal Agrarian System*, Bombay, 1963, pp.111-112

³⁴ Ibid

³⁵ P.N. Driver, *Problems of zamindari and land tenure Reconstruction in India*, New Book Company, Bombay, 1949, pp.4-8

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