

# **Chapter-V**

## **Agrarian Relations**

# CHAPTER - V

## AGRARIAN RELATIONS

Relations between landlords and tenants on the one hand, and landlords and agricultural labourers on the other, constitute a major aspect of the agrarian social structure. Here we shall discuss first the agricultural labour relations and then the tenancy relations of the two villages under study.

### Agricultural Labour Relations

The development technology and political forces contribute to change the agrarian labour relations. Agricultural labourers form a vulnerable section of the society, mostly from the weaker sections both economically and socially. They live below the poverty line occupying the lowest rung of the rural ladder. Studies on agricultural labour show that bulk of the agricultural labourers are from the weaker sections of the community; mainly from the scheduled caste and scheduled tribe (Sankar 1993; Chauhan 1983). Breman (1985:115) observes "agricultural labourers in Surat District are all tribals". They are the most disadvantaged sections of the society. Thorner and Thorner (1974) observe, "irregular employment, onerous conditions of work, and low wages were associated with agricultural labourers. They formed the most disadvantaged economic group in the rural society".

### Background of Agricultural Labourer

**Caste :** Caste background of the agricultural labourer of 103 sample households the two villages is shown in the table 24.

**Table 24** Distribution of sample households (103) of agricultural labourer by caste and village.

Caste / Community	Village		Total
	Gurirarpar	Balaghat	
Rajbanshi (S.C)	37 (64.91)	19(41.30)	56(54.37)
Muslim	04(7.02)	27(58.70)	31(30.10)
Jalia Kaibarta(S.C)	16(28.07)	-	16(15.53)
Other	-	-	-
Total	57 (100.00)	46(100.00)	103(100.00)

Table 24 shows that majority of the agricultural labourers belong to the scheduled caste; percentage of agricultural labourers who belong to the caste of Rajbanshi and Jalia Kaibarta is 54.37 and 15.53 respectively. The Muslims form 30.10 percent of the total. Other caste groups have no representation.

### Size of holding :

It appears from table 21 in chapter IV that 49.22 percent of the total agricultural labourers are land less; 37.89 percent have below 1 acre; and only 12.89 percent hold in the size class of 1-3 acres. Sankar (1993) observes that 42 percent of agricultural labourers have no land. The quality of land possessed by them is poor. They are not suited to all sorts of cultivation.

### Family Earner

The modernization of agriculture helps increase the agricultural activities yielding more demand for agricultural labourer and resulting in the elimination of rural poverty. Agricultural activities of the two villages have been increased due to commercialisation of agriculture. However the incidence of single earner family among the agricultural labourers predominates in the two villages. Table 25 shows the number of earners per family of the two villages.

**Table 25** Distribution of agricultural labour households by number of earners and caste.

Caste / Community	Number of Earners			Total
	Single	Two	Three	
Rajbanshi	24(48) (42.86)	25(62.50) (44.64)	07(53.84) (12.50)	56(54.37) (100.00)
Muslim	18(36) (58.06)	10(25) (32.26)	03(23.08) (9.68)	31(30.10) (100.00)
Jalia Kaibarta	08 (16) (50.00)	05(12.50) (31.25)	03(23.08) (18.75)	16(15.53) (100.00)
Total	50(100) (48.55)	40(100) (38.83)	13(100) (12.62)	103(100.00) (100.00)

Table 25 suggests that incidence of number of earners per family to the total sample agricultural labourer's households is high among the Rajbanshis than the Jalia Kaibarta and the Muslims. It may be due to the fact that the Rajbanshi women are allowed to participate in the agricultural operations. Percentage of single earners, double earners and triple earners per family to the total agricultural labourer house holds is 48.55, 38.83 and 12.62 respectively.

### Female Earner :

1991 census data shows that percentage of women agricultural labour has been increased during the period 1981-91. In our two sample villages the number of agricultural labourer is not sufficient. Female participation in agricultural labour market is still not sufficient in the two villages. Generally the agricultural labourers do not pay high esteems to their counter parts to work as agricultural labour. The table 26 shows the participation as agricultural labour.

**Table 26** Distribution of agricultural labour households by involvement of female labour and caste.

Caste / Community	House holds whose female Member		Total
	Work as agri labour	Dose not work as agri labour	
Rajbanshi	19 (33.93)	37 (66.07)	56 (100.00)
Muslim	06 (19.75)	25 (80.65)	31 (100.00)
Jalia Kaibarta	03 (18.75)	13 (81.25)	16 (100.00)
Total	28 (27.18)	75 (72.82)	103 (100.00)

Table 26 shows that of the households whose female members work as agricultural labour is only 27.18. All the caste groups have representation in female agricultural labourer. However, fe-

male labour participation is highest among the Rajbanshis (33.93 percent).

### **Non - Agricultural Activities Works**

The non - agricultural activities of the two villages have been analysed in chapter-iv. Indian agriculture is seasonal in nature. The agricultural labourers don't get employment throughout the year; they are very low paid . They supplement their income by performing non agricultural work in the lean season. The non agricultural activities being performed by the agricultural labourers include making of *dhara* and *bidi*, pulling of hand-cart ( *Thela* ), and petty business.

### **Types of Agricultural Labourer**

The agricultural labourers do not form a homogeneous group. Their status varies depending on terms of employment, duration of work, frequencies of payment and so on. Most of the scholars classified them into two groups viz ; casual and attached ( Bose 1984; Basant 1984 ; Thorner and Thorner 1974 ). The Agricultural Labour Enquiry Commission in 1949 identifies two categories of agricultural labour - attached and casual. Attached workers " are more or less in continuous employment and are under some sort of contact with employers during the period of employment." Casual workers, on the other hand, are " workers employed from time to time according to exigencies of work " ( Thorner and Thorner 1974 : 177 ). To Thorner and Thorner, agricultural labourers are of two categories viz free and un-free with a seven sub-groups depending on terms of employment, duration of work, mode of payment etc. The existence of each type of labour is associated with the type of mode of production. Existence of attached labour in agriculture is characterised by semi- feudal mode of production ( Bhaduri 1984 ). Rudra and Bardhan (1983) classified agricultural labourers into five classes viz casual labourers , farm servants , semi-attached ( type I ), semi-attached ( type II ), semi-attached ( type III ) depending on duration of contract, basis of payment, frequency of payment, medium of payment and so on.

The two major types of agricultural labourers viz ; casual and attached are found in the

two villages under study. Day labour

i.e. , casual labour known as *Kamla* or *Din Hajira Kamla* and attached labour or farm labour is known as *Chakuri Kamla* or *Bachhar Kamla* .

### **Casual Hire Agricultural Labour ( Unattached )**

A casual hire labourer is not attached to any particular employer. They are engaged on daily basis or <sup>for</sup> completion of a particular work for wage. At the end of the day or after completion of the work, they get their wages or contract money. They are free to chose their employer. In case of contract work, it is observed that a group of workers work together. They shared equally the wages so earned among themselves. A day labour is also engaged on piece rate system. There are some works which are mostly done on piece rate system ; it is preferred by the landlord as well as the labourer. Thus a casual agricultural labourer is engaged on daily basis and piece rate system.

Percentage of casual and farm labourers to the total agriculture labour is 93.47 and 6.53 respectively . Our observation corroborates the observation of Rudra and Bardhan (1984 : 7) who observe 84 percent of the agricultural families are purely casual and the rest are attached or semi attached. Under the present setting of agrarian relations changing trend is observed in the composition of agricultural labourer occupying <sup>lion</sup> share by casual hired labourer. This indicates that the incidence of attached labourer has been declined. Jodhka (1994) observed that "the phenomenon of attached labourers had been declined". High incidence of casual labour indicates freeing of agricultural labourer from all kinds of patronage and institutionalised dependency relationship.

### **Working Hours**

The agricultural labourers of the two villages do not allow the outside labourers to work. Similarly , they do not go for work outside the village. An agricultural worker works from 8.00

Am to 4.00 P.M. with one hour break for launch from 1.00 P.M.. To 2.00 P.M.. For launch he/she goes to his/her own house. Now a days, launch is not provided by the land lord.

### **Wages and Income**

As it is already mentioned, agricultural labourers form economically weaker section of the rural society. Their wages and family income are very low in India. Wage rate of a casual worker varies between Rs. 25/- to Rs. 30/- per day. A woman worker comparatively gets a lesser wage by Rs. 5/-. Similarly wage for piece rate varies depending on type, volume and urgency of the work.

### **Monthly Average Employment**

The agricultural workers do not have continuous work. Agricultural operation are generally of a seasonal nature. Accordingly demand for agricultural labour is seasonal. During the sowing and harvesting seasons, almost all the labourers including child labourers are fully employed. But, in many areas where cultivation is mainly dependent on rains, employment of agricultural labour is confined only to a short period and rest of the year most of them remain unemployed. Average monthly employment pattern of the two villages is shown in table 27

**Table 27** Distribution of the sample (103) Agricultural labour households by average monthly working days of the two villages.

Average monthly / working days	Villages		Total
	Guriarpar	Balaghat	
-10	09(15.79) (81.82)	02(4.35) (18.18)	11(10.68) (100.00)
10-20	29(50.88) (58.00)	21(45.65) (42.00)	50(48.54) (100.00)
20-30	19(33.33) (45.24)	23(50.00) (54.76)	42(40.78) (100.00)
Total	57(100.00) (55.34)	46(100.00) (44.66)	103(100.00) (100.00)

Table 27 shows that majority (48 percent ) of the agricultural labourers' households gets work only 10 - 20 days in a month; rest of the days they are unemployed. Of the two villages, average number of working days is more at Balaghat than Guriarpar. At Balaghat 50 percent of the total sample agricultural households have been in work for 20-30 days in a month. This may be due for commercial cultivation of vegetables and Bodo which help increase agricultural man days.

### Borrowing

Labour relation can be better understood by a close observation of borrowing behaviour of the agricultural labourers. In the lean seasons agricultural labourers usually remain unemployed. To meet their family expenditure , they have to borrow either cash or kind from their landlord. As Bardhan (1986;59) observes " there is a large class of labourers who take loans from the employer during the agricultural lean period, when there is little farm work ". Dadan system was very common in many parts of West Bengal. The left front government in West Bengal initiated various developmental programmes like food for work, supply of subsidised rice, old-age pension, extension of banking credit facilities etc. to the weaker sections of the villages people so that they could be saved from the exploitation of landlord and rural money lenders. Credit relations of the agricultural labourers of the two sample villages is shown in table 28.

**Table 28** Distribution of borrowers of agricultural labourers by source and caste.

Caste	Source		Total
	Individual	Institution	
Rajbanshi	02 (15.38)	11 (84.62)	13 (100.00)
Muslim	07 (70.00)	03 (30.00)	10 (100.00)
Jalia Kaibarta	-	02 (100.00)	02 (100.00)
Total	09 (36.00)	16 (64.00)	25 (100.00)

Table 28 suggests that only 25 households of 103 sample households of agricultural labourer are involved in borrowing. More than 75 percent of the households are not involved in borrowings. Our observation are not corroborative with the observation of Bardhan and Rudra (1986) who observed 78 percent of agricultural labourers had a valid loans against commitment of future labour. The patron - client relationship through debt bondage of the two villages has been declined. This will be further confirmed from the data on source of credit. 64 percent of the total borrowers have availed them selves of institutional borrowings. Rural Bank (Uttar Banga Kshetriya Gramin Bank) has provided loans to them with the arrangement of the *Panchayats*. During my field survey, the agricultural labourers reported that now a days the employers were very reluctant to extend their economic assistance to the agricultural labourers as they earlier used to do. The <sup>28</sup> table shows that only 33 percent of the borrowers have taken recourse to the individuals source. However, comparatively it is more *in case of* the muslims than others.

### **Farm Labour ( Attached Labour )**

A labourer who is attached to a particular employer for a specific period of time is called a **farm labour**. The Second Agricultural Labour Enquiry Commission defined attached labourers as "Agricultural workers under continuous employment for the last agricultural year, working irregularly, seasonally or annually with or without debt bondage or with or without tie - in - allotment". (Basant 1984 : 390.). The recent enquiry on Agricultural labourers under taken by the Government of India, defines "attached worker" as those who had continuous employment for one month or more at a time. They constitute only 11 percent to the total agricultural labourer. The proportion of attached workers is higher in some states, being about 24 percent in Panjab, 22 percent in Bihar and 20 percent in Uttar Pradesh as compared to about 6 percent in West Bengal ( Thomas 1988 : 6 ). Rudra and Bardhan (1983) also classified the attached labour into two categories - total attached and semi - attached. Thorner and Thorner (1974) identified the attached agricultural labourer as un-free labour. To some scholars the phenom-

enon of attached labour is characterised by the mode of production as semi feudal (Bhadhuri 1984). On the other hand, some others oppose this view. To them, shifts towards capitalism in agriculture was likely to generate a new demand for attached labour. However, number of attached labourers of the two sample villages under study is shown in table 29.

**Table 29** Distribution of farm labourers by caste and village.

Caste	Village		Total
	Guriarpar	Balaghat	
Rajbanshi	04(57.14) (80)	01(11.11) (20)	05(31.25) (100.00)
Muslim	01(14.28) (11.11)	08(88.89) (88.89)	09(56.25) (100.00)
Jalia Kaibarta	02(28.57) (100.00)	-	02(12.50) (100.00)
Total	07(100.00) (43.75)	09(100.00) (56.25)	16(100.00) (100.00)

Of the two villages, Balaghat (56.25 percent) has more attached labour than Guriarpar (43.75 percent). Among the different caste groups the incidence of attached labour is highest among the Muslims (56.25 percent) and lowest among the Jalia Kaibartas (15.50 percent).

### **Duration of Attachment**

There has been a variation of duration of attachment of farm labourer. Duration of attachment may be one season, one year or more than one year. Table 30 shows the duration of attachment of farm labourers in the two sample villages.

**Table 30** Distribution of farm labourers by duration of attachment with their landlord..

Duration of attachment	Village		Total
	Gurirarpar	Balaghat	
Below one year	01 (14.29)	-	01 (6.25)
One year only	02 (28.57)	07 (77.78)	09 (56.25)
More than one year	04(57.14)	02 (22.22)	06 (37.50)
Total	07 (100.00)	09 (100.00)	16 (100.00)

Table 30 shows that majority of the farm labourers are engaged for one year only. Of the two villages, incidence of one year contract is more at Balaghat than Guriarpar. At Guriarpar, four out of seven farm labourers are engaged for more than one year.

### Caste

During my field investigation it had been observed that landlord recruited their farm labour amongst their very known persons either from their relatives or from their own caste group. Table 31 shows the caste affinity of the landlord and farm labourers.

**Table 31** Distribution of farm labourers by caste affinity with their landlord.

Landlord & farm labour belong to	Village		Total
	Gurirarpar	Balaghat	
Same Caste / Community	06 (85.71)	09 (100)	15 (93.75)
Different Caste / Community	01 (14.29)	-	01 (6.25)
Total	07 (100.00)	09 (100.00)	16 (100.00)

Table 31 shows that landlord and farm labourers belong to same caste in 93.75 percent cases.

## Residence

Landlord and farm labourer<sup>3/4</sup> relationship can also be explained in terms of their residence. Those farm labourers, who reside in their landlords' residence, are more dependent upon their landlord than who are residing outside. Because they are fed by and provided with clothing. They are obliged to do other domestic activities beyond agricultural activities. Thus they enjoy less freedom as compared with those who are not residing in their employers' house. Table 32 shows the residential pattern of the farm labour.

**Table 32** Distribution of farm labourers by type of residence and village.

Type of residence	Village		Total
	Gurirarpar	Balaghat	
Farm labour living in their landlord's house	05 (71.43)	05 (55.55)	10 (62.50)
Farm labour living in their own house	02 (28.57)	04 (44.45)	06 (37.50)
Total	07 (100.00)	09 (100.00)	16 (100.00)

62.50 percent of the total farm labourers are residing in their landlord's house. In both the villages the incidence of residing in landlord's house is more as compared with own accommodation. Those who are residing in their own house, enjoy more freedom because they do not provide obligatory services to their landlords.

## Wages

Farm labourers in the two villages are paid both in cash and kind. Those farm labourers who are residing in their landlord's residence are provided with two sets of clothing i.e.; two set of shirts, vests, *lungi* / *Dhoti* and Towels annually besides food and lodging. They are also paid in cash. It varies between Rs. 2000/- to Rs. 4000/- annually. However, those who are residing in their own houses and engaged for a period of one year or more, are also provided with the

same. However, those who are engaged for a period of below one year, are paid at the prevailing rates of casual day labourers. But, they are neither provided with dress nor food.

### Frequency of Payment

There is no uniform pattern of frequency of payment to farm labour. The frequency of payment is shown in table 33.

**Table 33** Distribution of Farm labourers by frequency of payment of the two villages.

Frequency of Payment	Village		Total
	Gurirarpar	Balaghat	
Daily	01(14.29)	03 (33.33)	04 (25.00)
Monthly	02 (28.57)	07 (01.11)	03 (18.75)
Yearly	04 (57.14)	05 (55.56)	09 (56.25)
Total	07 (100)	09 (100)	16 (100)

Table 33 shows percentage of attached labourers who are paid annually is higher (56.25 percent). Monthly payment is mostly favoured at Guriarpar (28.57 percent) than Balaghat. However, what ever may be the frequency of payment, it is observed during my field investigation that labourers <sup>usually</sup> received their payment as and when they required.

### Panchayat and Agricultural Labourers

After assuming power in 1977 the Left Front Government initiated various development measures through panchayat for upliftment of the material conditions of the agricultural labourers. They have been distributed with surplus land. Homeless agricultural labourers have been provided with houses under the scheme of Indira Abashan Yojana. To save them from the exploitation of rural money lenders, institutional credit facilities have been extended. As it is already mentioned, agricultural work is seasonal and in the lean agricultural season, workers

remain unemployed as there is no work. Hence to help them during the lean season, efforts have been made to provide them work. The process of empowerment of agricultural labourer has been started by the Left Front Government before assuming state power. Now, agricultural workers have been unionised mainly under the leadership of CPI(M). In the two villages, we find there are 17 agricultural labourers who have membership in *Kshet Majoor Union* and *Theela Union*. They have organised several movements to increase their wages. Thus we find that political consciousness is gradually growing among them. Like Mencher (1978) it is observed that in the two sample villages the mode of production is being shifted from semi-feudal to capitalist relation. Commercialization of cultivation has been started with the use of modern agricultural technology resulting in more demands for agricultural labour. The phenomenon of attached labour is gradually decreasing. Moreover, political development in the region added a new dimension to agricultural labour relations. They are now in a position to bargain their wage, duration of work etc. with the employer. They also stopped labour migration from outside the village. During my field survey I came across a number of cases where the agricultural labourers boycotted all sorts of work to the employer who did not comply with their demands. They put all sorts of pressure upon them so that they could comply with their demands. Thus modernisation of agriculture and decentralisation of political power of the region contributed to the changing of agricultural labour relation of the two villages.

### **Emerging Trends of Labour Relations**

Present generation of agricultural labourers now prefers to work on contract system or piece rate system rather than daily system. Shankar (1993) also observes the same phenomena. To him, the tendency to work on contract appears to be increasing. Due to their age factor, a young worker can work more compared to an aged labourer. They take less time to complete a work than the aged worker. Usually, these younger agricultural labourers work in a group which may be of different sizes. Sometimes such team is formed with the family member i.e., with husband-wife and their children. After completion of the work they are paid with the

contract money. And the workers equally share the amount among themselves. Like the daily wages, there is no uniform rate of piece - rate work. Mainly it depends on the nature of work as well as demands of the agricultural worker. In the wet paddy cultivation zone, time factor is important since agriculture mainly depends on nature. Moreover, with commercial cultivation of vegetable crops in Rabi season, the demands for agricultural labourer have been increased.

### **A Case Study on Contract Work**

Ram Kanta Barua aged 35 an agriculture labourer informed that they worked on contract system during the peak agricultural seasons like harvesting, transplantations, weeding etc. They worked on group. On 18th May, 1996, he along with other eight labourers worked in the field of Naren Barman for weeding of jutes in 2½ bigha of land for Rs.350/- with 2 Kg chira (derived rice). They started work at 9.00 A.M. and completed by 3.00 P.M.. They earned Rs. 36/- per head. Except one all are the Rajbanshis in their team and they were residing in the same para (cluster). Shri Barua informed that in the lean season they take up other non agricultural rural work relating to earthing, bamboo etc. There is no female member in their group. They reported that their wives were engaged in making bidi. They usually get 3 - 5 days' work in a year sponsored by Panchayat. To them it is not enough.

The younger generation of agriculture labourers prefer to work on contract basis because it is advantageous for them on the following grounds. First, work on daily basis requires to serve 8 A.M. to 4 P.M. with one hour lunch break. But, the same volume of work is completed much earlier had they been engaged on contract system. Thus it saves time. Secondly, it helps them earn more. They can earn more on contract system because the saved time is used by them in some other gainful economic activities. Thirdly, their collective spirit is enhanced through this system as they work in a group. Fourthly, it helps develop a formal relationship between the agricultural workers and landlords since they have to bargain to fix the wages of the work. Finally, it also enables them to increase their efficiency.

## Tenancy Relation

Tenancy is an age old institution. Tenancy was found in ancient India as it appeared from the texts of Manusmiriti, Kautliya's Arthasatra and the Budhist Jataka. Medieval India witnessed the same phenomena. But, during the British period the institution of tenancy had been common with the growth of non-cultivating classes for introduction of permanent settlement. Cooper ( 1988 ) observed, the other reasons besides economic depression and feminine for the growth of the sharecropper in Bengal during the British period Prior to 1930 as " a category of rural elite comprising landlords, traders, moneylenders and upwardly mobile raiyats acquired lands and turned to sharecropping. Sharecropping was favoured because it minimised direct involvement in agriculture, was profitable at a time of rising prices and facilitated rent enhancement " (Cooper 1999 62 ).

## Legal Protection

Earlier customary laws governed the relations between the land lord and the tenant. The tenants lived at the mercy of their land lords. No legal protection was made before 1885. The Bengal Tenancy Act 1885 was made to extend limited protection to bargadars. But , the minimum protection e.g. , fixed rent as given in the said act was extinguished by an amendment made in 1929. On the eve of independence, India witnessed a series of peasant movements known as *Tebhaga* - movement, in different regions. The *Tebhaga* movement was organised by share cropper in different parts of Bengal for sharing  $\frac{3}{4}$  of the product. Immediately after independence, the West Bengal Bargadar Act was passed in 1950 to protect the *interest of bargadars* . The West Bengal Estate Acquisition Act was passed in 1955. However, several amendments to the West Bengal Land Reforms Act, were made during the period of 1960s and 1970s for effective implementation of land reforms . The amendment of 1971 of the West Bengal Land Reforms Act 1955, inter alia, made the following provisions :

- i) Increases the percentage of sharing from 50 to 75 if a tenant contributes agricultural imputes;

- ii) Hereditary inheritance of sharecropping;
- iii) Imposition of ceiling on leased in land from 6 hectares to 4 hectares;
- iv) Issue of receipt by the land lord to the tenant in acknowledging the product received from his tenant.

The above provisions were not sufficient enough to mitigate the suffering of the sharecroppers since those were not effectively implemented due to lack of **political will**. However, being assumed in state power in 1977, the Left Front Government of West Bengal wanted to implement effectively the land reforms measures to relief the suffering of the sharecroppers, poor peasants and agricultural labourers. Hence necessary amendments were made to the West Bengal Land Reforms Act 1955 from time to time. An important amendment was made in 1981, known as "The West Bengal Land Reforms (Amendment) Act 1981" which was passed in the West Bengal Legislative Assembly in 1981 and to which the presidents' assent was given on the 6th March 1986 with a view to eliminating the loopholes in the West Bengal Land Reforms Act 1955. Some of the Provisions of the Amendment of 1981 of the said Act provides:

Identification of *bargadars* and recording their names were a great problem since land-lords did not comply with the process of identification and recording the names of *bargadars*. On the question of identification of *bargadars* a section 21 (B) was inserted into the said Act which states "a person lawfully cultivating any land belonging to another person shall be presumed to be a *bargadar* in respect of such land if such person is not a member of the family of the other person whose land he cultivates and the question of proving that such person is not a *bargadar* or that the land is in his personal cultivation shall, notwithstanding anything to the contrary contained in any other law for the time being in force, lie on the person who alleges that person cultivating the land is not a *bargadar* in respect of such land." (Shukla 1993 : 43 ). The settlement officials with the help of panchayats and local people launched a campaign known as

**Operation Barga** to record the names of *bargadars*. Section 21 (B) of the West Bengal Land Reforms Act 1955 made it easier the provision of identification of a *bargadar*. Since the question of proving lies with their landlord; not with the *bargadar*. Secondly, security of tenure was ensured by inserting a subsection 2 under section 15 of the West Bengal Land reforms Act 1955 which provides " the right of cultivation of land by bargadar shall, subject to the provision of this chapter, be heritable and shall not be transferable" (Shukla 1993 33 ). Thirdly, another insertion was made in two section 21 (C) for ensuing the financial help to the bargadar by forming a State Land Corporation or Regional Land Corporation. Fourthly, to save the *bargadar* from the exploitation of lawyers and touts, a bar had been imposed by inserting a sub- section 21 5 of section 21 of West Bengal Land Reforms Act 1955 which provides in deciding any disputes under the provision of Chapter II " no advocate or legal practitioner as defined in section 3 of the legal Protection Act 1879 ( 18 of 1979) shall be allowed to plead <sup>or</sup> ~~an~~ act in any capacity on behalf of the party before any officer or authority unless such Advocate or legal Practitioner himself is a party to the dispute" (Shukla 1993 : 49).

The Left Front Government wanted to give security, to make them free from all kinds of exploitation and to give them a sense of self respect by amending the relevant provisions of the West Bengal Land Reforms Act 1955 and enforcing them strictly. Here we will analyse the nature of tenancy relation and impact of these tenancy laws upon the tenant and also the emerging trends of tenancy of the two villages under study.

### **Type of Tenant :**

During my field work I collected data from 32 sample tenant house holds. There are very few pure tenant households. Most of the tenant households have their own land and thus they belong to the category of owner-cum-tenant. The same phenomena is also observed by Bhowmick(1993). The 32 tenant households are distributed by caste and type in table - 34.

**Table 34** Distribution of 32 tenant households by caste and type of the two villages .

Caste	Type of Tenant		Total
	Recorded	Un-Recorded	
Rajbanshi	14 (58.33) (82.35)	03 (37.50) (17.65)	17(53.12) (100.00)
Muslim	06 (25.00) (54.55)	05 (62.50) (45.45)	11(34.38) (100.00)
Jalia Kaibarta	04 (16.67) (100.00)	-	04(12.50) (100.00)
Other	-	-	-
Total	24 (100.00) (75)	08 (100.00) (25)	32(100.00) (100.00)

Table 34 shows that 75 percent of the *bargadars* of the two villages have recorded their names. Thus our observation corroborates the observation of Bandhyopadhyaya 1980 who claimed that 75 percent of the *bargadars* had recorded their names, but it contradicts the observation of Khashnabis ( 1994 ) who claimed 70 percent of the lessee households did not record their names. Percentage of recorded bargadars is highest (100 percent) among the Jaliakaibartas where as it is lowest ( 54.55 percent ) among the Rajbanshis. Since other caste groups have no representation in the sample, they are left blank.

### **Reasons for Non - Recording**

In the past, as it is mentioned, fear of noncompliance on the part of landlord made the *bargadars* reluctant to record their names. Our data suggests that incidence of recording is high when land lord and tenant do not belong to the same community. The unrecorded *bargadars* reported that the reason for un-recording was noncompliant on the part of their Landlords. Rudra (1981) observes that recording makes the share cropper alienated from the landlords

who are now denying the consumption loan and cost of inputs they shared before to their tenants.

### Tenancy and Cropping Pattern

There is a controversy over the efficiency of tenancy. Some argue that tenancy is inefficient while for others it is efficient. Cropping pattern of the tenant is shown in table 35.

**Table 35** Distribution of tenants by types of crop cultivated.

Cropping Pattern	Type of Tenant		All Tenants
	Recorded	Un-Recorded	
Single Crop (either <i>Aus</i> / Jute or <i>Aman</i> )	06 (25)	03 (37.50)	09 (28.13)
Double Crops ( <i>Aus and Aman</i> or Jute and <i>Aman</i> )	18 (75)	15 (62.50)	23 (71.88)
Total	24 (100.00)	08 (100.00)	32 (100.00)

Table 35 shows that mainly traditional crops have been cultivated by the tenants. Double cropping is the pre - dominant form of cultivation among the recorded tenants. It is not so among the non - recorded tenants.

### Sharing of Crop and Cost

Cropsharing is the predominant form of tenancy in West Bengal; percentage of crop sharing between landlords and tenants varies not only in different region in different times but also within the same region; even within the same village at a time. Khashnabis (1994) observes five different ratios in his study of 26 villages selected from 4 districts of West Bengal ( Khashnabis

1994; A - 189). Bardhan and Rudra (1983) observe eleven different types of crop sharing in 1976. Again four ratios of crop sharing were observed by Khashnabis and Chakraborty (1992) in their study in Nadia district. Bhowmick (1993) also observes five different ratios of crop sharing. However, our sample villages suggest 3 different forms of crop sharing. The pattern is shown in table 36.

**Table 36.** Distribution of tenants by types of crop sharing.

Types of Crop Sharing Tenant : Landlord	No of Cases		Total
	Recorded	Unrecorded	
50 : 50	18 (75)	08 (100.00)	26 (81.25)
60 : 40	01 (4.16)	-	01 (3.13)
75 : 25	05 (20.84)	-	05 (15.63)
Total	24 (100.00)	08 (100.00)	32 (100.00)

Table 36 suggests that half sharing ( 50 : 50 ) is the predominant form of crop sharing pattern in the two villages under study (81 .25 percent). Half sharing is more incase of recorded *Bargadar*. There is no other form of sharing incase of unrecorded *bargadars*. It may be for their intimacy with landlord, the tenants do not exercise their right. But, in case of recorded *bargadars*, there are other two forms. About 20.84 percent of the recorded *bargadars* are enjoying 75 : 25 sharing. Cost sharing is also associated with crop sharing. In case of half sharing, the cost is borne by the landlords and in case of other forms the cost is not shared by the landlords.

### **Dominance - Dependence Relation**

In the past the tenants were dominated by their landlord. But, after Operation Barga such relationship has been changed. Presently the tenants are more free. Table 37 shows the dominance - dependence relation between landlords and tenants.

**Table 37** Distribution of tenants by types and items of dominance - dependence.

Items dominance - dependence.	Recorded	Unrecorded	All tenant
1. Decision regarding cultivation is taken by :			
a. Tenant	20 (83.33)	04(50)	24(75)
b. Landlord	--	01(12.05)	01(3.12)
c. Jointly	04(16.67)	03(37.5)	07(21.88)
Total	24(100.00)	80(100.00)	32(100.00)
2. Cultivation is supervised by :			
a. Landlord himself	07(29.17)	06(75.00)	13(40.62)
b. Any family member of landlord	02(8.33)	--	02(6.25)
c. None the above	15(62.50)	2(25.00)	17(53.17)
Total	24(100.00)	08(100.00)	32(100.00)
3. Threshing and sharing of crops takes place :			
a. Tenant's house	21(87.50)	07(87.5)	28(87.5)
b. Landlord's house	02(8.33)	01(12.5)	03(9.38)
c. Niether of the above	01(4.17)	-	01(3.12)
Total	24(100.00)	08(100.00)	32(100.00)
4. Services rendered by Tenant to his landlord:			
a. Fully paid	24 (100.00)	08 (100.00)	32(100.00)
b. Under paid	--	--	--
c. Unpaid	--	--	--
d. None of the above.	--	--	--
Total	24(100.00)	08 (100.00)	32(100.00)

The table 37 shows 75 percent of the tenants are free to take decision regarding cultivation of their leased in land by themselves. Landlord and tenant take decision jointly in case of only 21.88 percent tenant. And, only an unrecorded tenant reported that his landlord takes decision for cultivation. Now most of the tenants of the two villages are free to take decision about their cultivation. The same table shows that recorded bargadars are more free than unrecorded. Unrecorded *bargadars* are more dominated by their landlord. Earlier it was observed that generally after harvesting the tenants gathered the crops in the house of their landlord where threshing and sharing of crops used to take place. Now, the place of crop sharing and threshing took place in the house of the tenant ( 87.50 ). Only 9.38 percent of the cases, the sharing and threshing took place in the house of the landlord.

In one case it is observed that threshing and sharing took place in the field, neither in the house of landlord nor tenant. The tenants enjoy more freedom in selecting the place of threshing and sharing of crops. In regard to obligatory services, our data suggest that the tenants do not provide such services to their landlords.

Thus the traditional dominance of landlord over tenant in respect of work supervision, decision of crops selection, obligatory services and so on has been declined. Now, tenants are more free in these regards. The present landlord-tenant relation as found in our two sample villages is not just like a dominance - dependence relation as it is called by *feudal or semi-feudal relation*.

### **Credit - Relations**

Dominance - dependence relation of landlord tenant can also be measured in terms of credit relation. In the past tenants used to get all sorts of loan either consumption or other from their landlord. But, at present the landlords are not willing to provide any loan to their tenants. Thus Rudra (1981) rightly pointed out that after Operation Barga the tenants are denied of their consumption loan as well as cost of inputs in agriculture . Our data also show the same phe-

nomena. Table 38 shows the sources of credit enjoyed by the tenants.

**Table 38** Distribution of tenants by sources of credit .

Sources of credit :	No of Tenants		Total
	Recorded	Unrecorded	
(a) Land lord	--	02	02
(b) Institutional	12	--	12
Total	12	02	14

Table 38 presents that out of 32 tenants only 14 tenants ( 43.75 percent ) have incurred the credit. All the recorded 12 tenants have availed themselves of the institutional credit facilities i.e., they incurred loan from Uttar Banga Kshetriya Gramin Bank ( Rural Bank ). On the other hand, two unrecorded tenants have incurred loan from their landlord. This suggests that unrecorded bargadars are more dependent upon their landlord than recorded tenants.

### **Incidence of Land Surrender**

As I earlier discussed that the programme *Operation Barga* was launched to protect the interest of the *Bargadars* by recording their names. But, it has been observed that some of the recorded *Bargadars* have voluntarily surrendered their leased in land to their landlords. Provisions for voluntarily surrender or abandonment by *bargadars* have been made under section 20 (B) in the West Bengal Land Reforms Act 1955. In such case a willing *bargadars* must give information in writing of such surrender to the appropriate authority appointed under sub - section (1) of section 18 of the West Bengal Land Reforms Act 1955. By passing this legal provision, a section of recorded *bargadars* have surrendered their leased in land. Data available from the two local Revenue Inspectorate Office of the two villages show that there were 79 and 59 recorded *bargadars* at Guriarpar and Balaghat respectively. But during my field survey the same number of recorded bargadars was not found since some of them have

surrendered their leased in land.

A sample of 65 of the total recorded *bargadars* had been surveyed to observe their present status . The samples were selected at random basis. Table 39 shows the total number of recorded *bargadars* as per register by caste and land holding of the two villages under study.

**Table 39.** Distribution of recorded bargadars by caste and leased-in-land.

Caste / Community	Total household	Total leased in land (Acre)	Average holding of leased in land per household
Scheduled Caste	102 (73.91)	81.79 (75.31)	0.80
Muslim	30 (21.74)	22.86 (21.05)	0.76
Other	06 (4.35)	03.95 (3.65)	0.67
Total	138 (100.00)	108.60 (100.00)	0.79

Table 39 shows that there are one hundred thirty eight bargadars who had recorded their names in the two villages till the date of survey . Of them about 74 percent belong to the scheduled caste, the Muslims and Others share only 22 and 4 percent respectively . Since the register did not show the name of the caste of bargadars, we could not show it separately. Here scheduled caste includes Rajbanshis, Jaliakaibarta and Namasudra caste. 102 scheduled caste tenants hold about 75 percent of the total leased in land, 30 Muslim *bargadars* hold about 21 percent of the total leased in land . *Bargadars* belonging to other caste groups which include other backward classes sharing only 03.95 percent of the total land. A sample of 65 (47percent ) of the total recorded *bargadars* of the two village has been surveyed by applying a separate schedule to observe their present status. Hence these *bargadars* have been distributed by

caste and average size of holding in table 40.

**Table 40** Distribution of sample (65) recorded bargadars by caste and average size of holding.

Caste	No of Bargadar	Average size of holding
Rajbanshi	40	1.10
Muslim	15	1.51
Jalia Kaibarta	08	0.96
Others	02	0.24
Total	65	1.15

Table 40 shows that the average size of holding of the leased in land of the *bargadar* is 1.15 acres. Average size of holding is high among the Muslims; it is low among the other caste groups. Size of holding of leased in land among the 65 Bargadars is shown in table 41.

**Table 41** Distribution of sample (65) Recorded Bargadar by size of holding and caste.

Caste	Size Class ( in acre)			Total
	-1	1-3	3+	
Rajbanshi	21 (52.50)	17 (42.50)	02 (5.00)	40 (100.00)
Muslim	08 (53.33)	07 (46.67)		15 (100.00)
Jalia Kaibarta	05 (62.50)	03 (37.50)		08 (100.00)
Other	02 (100.00)	--		02 (100.00)
Total	36 (55.38)	27 (41.54)	02 (3.08)	65 (100.00)

Size of holding of the leased in land is very small. About 55 percent of the total *bargadars* hold below one acre. Only two *bargadars* among the Rajbanshi hold 3 acre and above. Table 42

shows the number of *bargadars* who had surrendered to or adjusted their leased in land with their landlord.

**Table 42** Distribution of sample recorded (65) Bargadars by type of land surrender and caste.

Caste	Type of Surrender / Adjustment			Total
	Full	Partial	Non Surrender	
Rajbanshi	26 (65.00)	01 (2.50)	13 (32.50)	40 (100.00)
Muslim	05 (33.33)	01 (6.67)	09 (60.00)	15 (100.00)
Jalia Kaibarta	06 (75.00)	--	02 (25.00)	08 (100.00)
Other	--	--	02 (100.00)	02 (100.00)
Total	37 (56.92)	27 (3.08)	26 (40.00)	65 (100.00)

Table 42 shows that of the total 65 recorded *bargadars*, only 26 ( 40 percent ) *bargadars* have not surrendered or adjusted their land . 60 percent of them have surrendered their land . It is against 17.83 percent as observed Khusro (1988). Of the total number of surrendered *bargadars* , about 57 percent have fully surrendered and only 3 percent have partially surrendered i.e. they have surrendered a part of their total leased in land. The incidence of land surrender is very high in the two villages. But, none of the surrendered tenants has followed the legal provisions. That is why, their names have not been deleted in the record register as maintained in the Local Revenue Inspectorate office.

### REASONS OF LAND SURRENDER

Now, a question arises why the *bargadars* surrendered their leased in land. Various

reasons are put forward by the land lords and tenant for such surrender. The necessity of money arises for various purposes like social observance, medical treatment etc. are some of them. Land lords met these problems by selling their land for which they were bound to surrender. The reasons of surrender of leased in land is shown in table 43.

**Table 43** Distribution of (39) surrendered recorded bargadars by types of reasons and caste.

Caste	Reasons : Need			Total
	Owner's	Bargadar's	Both	
Rajbanshi	24 (88.89)	03 (11.11)	--	27 (100.00)
Muslim	05 (83.33)	--	01 (16.67)	06 (100.00)
Jalia Kaibarta	06 (100.00)	--	--	06 (100.00)
Total	35 (89.75)	03 (7.69)	01 (2.56)	39 (100.00)

Table 43 shows that 89.75 percent *bargadars* reported that they had surrendered their leased in land for their landlords' need. Only 7.69 percent reported that they had surrendered their leased in land for their own need; only 2.56 percent for their joint need i.e; owner as well as bargadars. With whom is the surrendered land retained ? During my field survey, it was observed that the surrendered land was not always retained by the landlord himself ; sometimes they sold it to the third parties. In some cases it was fully and in some other cases it was partly retained by the *bargadars*. Table 44 shows the land retention patterns of surrendered *bargadars*.

**Table 44** Distribution of surrender recorded (39) Bargadars by types of land retained and caste.

Caste	Types of Land Retainer			Total
	Landlord	Bargadar	3rd Party	
Rajbanshi	04 (14.81)	07 (25.93)	16 (59.26)	27 (100.0)
Muslim	02 (33.33)	03 (50.00)	01 (16.67)	06 (100.00)
Jalia Kaibarta	03 (50.00)	03 (50.00)	--	06 (100.00)
Total	09 (23.08)	13 (33.33)	17 (43.59)	39 (100.00)

Table 44 shows that incidence of land retention is high in case of third party (43.59 percent); the leased in land has been sold to the third party i.e. other than land lord and tenants. The percentage of *bargadars* and landlords who retained the leased in land is 33.33 and 23.08 respectively. When a *bargadars* retained their leased in land, he has to pay the value of the 50 percent of the surrendered leased in land to his landlord. Different kinds of benefits had been received by the *bargadars* by way of land adjustment. The type of benefits that were received by the *bargadars* is shown in table 45.

**Table 45** Distribution of surrendered bargadars by type of benefits and caste.

Caste	Type of benefits received			Total
	Land	Money	Nothing	
Rajbanshi	07 (25.93)	08 (29.63)	12 (44.44)	27 (100.00)
Muslim	03 (50.00)	02 (33.33)	01 (16.67)	06 (100.00)
Jalia Kaibarta	04 (66.67)	--	02 (33.33)	06 (100.00)
Total	14 (35.90)	10 (25.64)	15 (38.46)	39 (100.00)

Table 45 shows that 24 *bargadars* received either a share of their leased in land or money by

surrendering their leased in land to their landlords. No benefit is received by 15 surrendered *bargadars* (38.46 percent) . However, percentage of *bargadars* who received either land or money is 35.90 and 25.64 percent respectively as a compensation of their land surrender. Intimacy in terms of caste affiliation between landlord and tenant also plays an important factor for land adjustment. Table 46 shows the caste affiliation between landlord and tenant.

**Table 46** Distribution of recorded Bargadars by affiliation of caste with their landlord.

Caste affiliation : Landlord & Tenant belongs to:	Type of Bargader		Total
	Surrendered	Non-surrendered	
Same Caste	28 (71.79)	03 (11.54)	31 (46.69)
Separate Caste	11 (28.01)	23 (88.46)	34 (52.31)
Total	39 (100.00)	26 (100.00)	65 (100.00)

Table 46 shows that about 71.79 percent of surrendered *bargadars* belongs to the same caste of their landlord. On the other hand , about 88.46 percent of the non-surrendered *bargadars* does not belong to his landlords' caste i.e; landlord and tenant belong to different caste. This indicates that due to the caste intimacy between landlord and tenant, they are responsive to each other's need. Thus incidence of land adjustment took place. Sometimes it is argued that due to non availability of institutional credit, the *bargadars* are forced to surrender their land as they could not invest in land. Table 47 shows the credit enjoyed by the *bargadars*.

**Table 47** Distribution of Bargadars by type of sources of institutional credit .

Bargadars Type:	Institutional credit		Total
	Received	Not-received	
Surrendered	17 (65.38) (43.59)	22 (56.41) (56.41)	39 (60.00) (100.00)
Non-surrendered	09 (34.62) (34.62)	17 (43.59) (65.38)	26 (40.00) (100.00)
Total	26 (100.00) (40)	39 (100.00) (60)	65 (100.00) (100.00)

Table 47 suggests that incidence of institutional credit recipient is comparatively high among the surrendered bargadars than the non-surrendered. Hence non - availability of institutional credit on the part of *bargadars* does not justify reasons for land surrender.

After surrendering their leased in land some one may think that the condition of the recorded *bargadars* has been deteriorated. A comparative position in terms of their own land holding at two different points viz. at the time of recording and at the time land surrendering is shown in table 48 .

**Table 48** Distribution of recorded bargadars by types of variation of land holding

Variation of own land holding	Bargaders		Total
	Surendered	Non-surendered	
Increased	20 (51.28)	13 (50.00)	33 (50.77)
Decreased	09 (23.08)	04 (15.38)	13 (20.00)
Remain same	10 (25.64)	09 (34.62)	19 (29.23)
Total	39 (100.00)	26 (100.00)	65 (100.00)

The comparative position is assessed in terms of their holding at time of recording and after surrender of their leased in land. Whether they have been able to increase their quantum of own land or they have sold out their own land or they keep the same quantity as they used to possess at the time of recording. Table 48 shows that only 23 percent of surrendered *bargadars* have lost their own land. About 51 percent of them were able to increase their owns land. And among the non - surrendered *bargadars* 50 percent have increased their own land.

### **Emerging Trends of tenancy**

Recently the pattern of share tenancy has been gradually changing. Landlords are unwilling to get their land cultivated by sharecropper due to fear of recording. Landlords generally

prefer to short term lease rather than permanent lease. Thus share tenancy is being replaced by lease - tenancy. Under the lease - tenancy system landlords generally prefer to lease out their land for a shorter period, mainly for a particular crop season like Rabi season or Pre-khariff season. During the rabi season, the tenants usually cultivate vegetables mainly potato, cabbage and cauliflower in rabi season and bodo in pre-kharif season. There are three major forms of lease - tenancy found in the two villages under study. These are short term lease tenancy on fixed rent, short term lease tenancy on share and short term rent - free tenancy.

### **Short-Term Tenancy On Fixed Rent**

Under this system a landlord leased out their land to a tenant for a fixed period against a fixed rent. There is no uniform pattern of fixed rent. It depends on landlord - tenant intimacy. The agreement may be written or verbal. Under this system the tenant bears all the costs of cultivation. The landlord has no involvement in cultivation. He just earns the rent. And after contract period is over, the land is retained by the landlord and he cultivates the same. This type of tenancy is usually found in the rabi season when the tenant cultivates vegetables like potato, cauliflower, cabbage, tomato for the market.

### **Short-Term Lease Tenancy On Share**

The second category may be called short term lease tenancy on share. Under this system, the cost as well as product is shared by both the landlord and the tenant. A poor cultivator or even an agricultural labourer, having enterprising attitude and no capital to invest in land, usually cultivates in this system. All the initial expenditure relating to cultivation will be borne by the landlord himself. The tenant will provide labour. Some times the tenant also provides the initial expenditure of cultivation. After marketing the product, the tenant and landlord share equally the profit as well as the cost incurred for production. Mainly vegetables like potato, cabbage, cauliflower etc. are cultivated for the market.

This system is gainful for both the tenant and the landlord. Because a poor cultivator who is not able to invest in land, can reap the benefit by this system. Similarly the landlord who has no enterprising ability but having the capital to invest, can gain the profit. The risk of cultivation is also shared by both of them. During my field investigation I came across a cultivator, named Atiur Rahaman, aged 35, a resident of Balaghat, who made a lease contract with Jaymamta Sarkar, a cultivator of Guriarpar, who owned land of 12 acres, for rabi season. Atiur reported that he had been cultivating on lease contract during the last three years with several land owners in the adjoining villages. He mainly takes leased in land during the Rabi season and cultivates potato. He reaps two crops in the season- one early and the other is late. He takes leased in land on share basis. All the initial expenditure is made by Atiur but after marketing, the cost as well as the profit is equally shared by Atiur and his landlord. Atiur also employ hired labour for cultivation. However, he earned every year Rs. 10000/- to Rs. 15000/-.

### **Short Term Rent - Free Lease Tenancy**

The third category may be called *Short Term Rent - Free Lease Tenancy*. Here usually the poor cultivators lease out their land mainly in rabi season. In rabi season they keep their land fallow. Because cultivation of rabi crops requires capital for irrigation, fertilizer, seed etc. Since they are not in a position to invest in land, they kept fallow their land. They only cultivate jute and Aman paddy. On the other hand, the tenant who takes leased in such land applies chemical fertilizer etc. for cultivation of rabi crops in that land. After the harvesting of rabi crops, fertilizer is remained in the soil as residue which helps the lessor in cultivation of his own crops. That is why, the poor peasants who keep their land fallow in rabi season are interested in leasing out their land without any rent for rabi season only.