



AgEcon SEARCH
RESEARCH IN AGRICULTURAL & APPLIED ECONOMICS

The World's Largest Open Access Agricultural & Applied Economics Digital Library

This document is discoverable and free to researchers across the globe due to the work of AgEcon Search.

Help ensure our sustainability.

Give to AgEcon Search

AgEcon Search

<http://ageconsearch.umn.edu>

aesearch@umn.edu

*Papers downloaded from **AgEcon Search** may be used for non-commercial purposes and personal study only. No other use, including posting to another Internet site, is permitted without permission from the copyright owner (not AgEcon Search), or as allowed under the provisions of Fair Use, U.S. Copyright Act, Title 17 U.S.C.*

Agrarian Relations: A Study on Some Aspects of Land Tenancy System in Assam

Land, the most scarce factor of production is considered as the only important resource in agrarian society, not only for livelihood but for social recognition and status also. Therefore, land reform measures and more so tenancy reforms in India have been legislated with a view to achieve economic and social justice. Being a State subject, the legislation and execution of land reform and tenancy reform measures are dependent on the political will of the State Government and executive efficiency of its officers.

Land tenure is the body of rules that govern the ownership of land, revenue thereof and holding of land for cultivation. Thus it has got multifaceted implications - legal, political, social and economic. In Assam the land tenure system has undergone changes many times before the enactment of the present Act, the Assam Tenancy Act, 1971, now more than twenty three years old. This Act has widened the definition of the term 'tenant' to include sharecroppers along with tenants on fixed money basis or fixed produce basis. A period of three-year continuous occupation of the land by the tenant has been regarded as sufficient period to accrue the right of occupancy.

By virtue of this enactment land as a productive capital asset came into confrontation with two interest groups. While the Government intends to offer tenancy rights to the occupants, the landowners want to eject the tenants from occupancy. As a mark of governmental will to implement the Tenancy Act of 1971, an operation was launched to prepare the record of rights of the tenants and after a tardy progress a total of 3,22,021 tenants were registered in Assam till 1975 after which no effort had been made in this regard. On the other hand, sensing the possible conferment of ownership rights to the tenants by the Government through legislative measures and the resultant litigations, the landowners had started large-scale ejection of the tenants from their occupancy over the land. Some of the landowners had undertaken the cultivation activities themselves employing the ejected tenants as labourers, while other landowners continue the old system of letting out the land to the tenants but on different and varying terms and conditions.

Thus, under the above situation and set-up there emerged four distinct classes of people in rural Assam - absentee landowner, owner cultivator, tenants and agricultural labourer. Landowners who put no effort in cultivation are termed as 'absentee landowners' who are also known as landlords. Another class of landowners who perform cultivating activities themselves are known as 'owner cultivators'. The peasants who have no land with ownership but cultivate others' land have been termed as 'tenants'. These tenants are supplied with land for cultivation by the absentee landowners on varying terms and conditions. It is in this backdrop that this study is prepared to examine the tenant-landowner relationship that exists in rural Assam as at present.

OBJECTIVE AND METHODOLOGY

The objective of the study is to examine the agrarian relations between the tenant and the absentee landowner in respect of the duration of tenancy, sharing of crops, sharing of cost of cultivation and the debtor-creditor relationship between the two. The study covers the erstwhile two districts of Central Assam, Kamrup and Darrang.¹ Eleven villages are chosen purposively from these districts for the study keeping in view the factors like

scheduled caste and scheduled tribe population, nearness to and remoteness from town, mixed populated area, etc.

The study was conducted in the months of December and January of the years 1991-92, 1992-93 and 1993-94. Out of eleven villages, six villages (V₁, V₂, V₃, V₄, V₅ and V₆) were surveyed during 1991-92 and the remaining five villages (V₇, V₈, V₉, V₁₀ and V₁₁) were surveyed during 1992-93. In the year 1993-94 four villages (V₂, V₅, V₈ and V₁₀) were revisited to collect information regarding any possible change of occupation and terms of tenancy. As no such change has been reported, the original sample size of 199 tenants was kept unaltered.

From the chosen villages a total of 790 families were selected at random. The inquiries into the primary and secondary occupations of these families have revealed that tenancy is the primary occupation of 142 families and for 57 families it is subsidiary. Thus there are a total of 199 tenants who constituted 25.19 per cent of the total of 790 families and are supplied with land for cultivation by the absentee landowners.

The study covers these 199 tenants and their landowners. For the purpose of the study, two types of questionnaire schedules were prepared, one for the tenants and another for the landowners. Information was collected by personally visiting the houses of the respondents. Cross-section interviews and discussions were also conducted for the purpose.

GENERAL FINDINGS

(i) The absentee landowners transfer temporary rights of cultivation and operation over the land to the tenants. The duration of tenancy in most cases is three years or less (Table I).

TABLE I. DURATION OF TENANCY

Period of tenancy (1)	Frequency (2)	Percentage of frequency (3)
One year	15	7.54
Two years	52	26.13
Three years	109	54.77
Four years	15	7.54
Five years and above	8	4.02
Total	199	100.00

The right of tenancy over cultivation has been found in existence only by way of verbal agreement between the tenant and the landowner. In a few selective cases, a formal deed has also been found incorporating fixed money return. But as a matter of fact, in the course of direct interview with the respondents it has been revealed that this arrangement has been simply to avoid the possible litigation arising out of land tenancy Act (see Vaidyanathan, 1994). In the written document the tenant is not shown as tenant in the true sense of the term but as a 'farmer contractor' for tilling, cultivating and harvesting the crop. For all practical purposes, he is treated as tenant without conferring upon the rights of tenancy and usually the rent is 50 per cent of the produce.

(ii) The World Agricultural Census 1979 indicated the prominence of fixed money return over other systems in tenancy agreement, more particularly in the district of Darrang. But this finding of the World Agricultural Census has been contradicted in the course of our

field survey which reveals the prominence of sharing of crops between the tenant and the landowners. Table II presents a clearer picture of the existence of different terms of tenancy for principal as well as other crops.

Probably the Government census machinery was given wrong information by the landowners to keep themselves away from the legal consequences. However, the terms of tenancy has not been rigid for various crops and during different seasons. The terms change from season to season and from crop to crop within a single year. The terms in the share of produce may not be the same for summer paddy or *rabi* crops.

TABLE II. TERMS OF TENANCY

Terms (1)	For principal crops		For other crops	
	Frequency (2)	Per cent (3)	Frequency (4)	Per cent (5)
Sharing of crops	162	81.41	74	37.18
Fixed produce	32	16.08	82	41.21
Fixed money	5	2.51	43	21.61
Total	199	100	199	100

Crop sharing is the most prominent type of tenancy for principal crops whereas fixed produce type gets over-riding prominence in respect of other crops. *Sali* paddy is the principal crop planted during June-August and harvested during October-December. Among other crops *Ahu* paddy is the most cultivated crop which is sown during May-June. The yield of *Sali* paddy (principal crop) is higher than that of *Ahu* paddy. Therefore, the landowners let out their land to the tenant to cultivate *Sali* paddy only on crop sharing basis (sharing ratio being 50:50). The tenants are also agreeable to this system as the cost and labour effort in *Sali* cultivation are comparatively lower than in *Ahu* cultivation. Moreover, the landowners generally share a portion of cost of *Sali* cultivation which is their main food crop. But as the landowners are less dependent on *Ahu* paddy for their food requirement, they do not share the cost of cultivating this crop. The main reason for letting out the land for *Ahu* cultivation is to earn some additional income which can be spent on *Sali* cultivation along with the tenant.

In spite of higher cost and a lower yield rate, the tenants are ready to cultivate *Ahu* crop. This is due to the fact that the type of tenancy they accept for *Ahu* cultivation (fixed produce or fixed money) is beneficial to them. Moreover, the crop loss due to flood is less during the *Ahu* season. This also harmonises the cordial relationship in that the loss sustained by the tenant during the principal cropping season might be replenished by the gain from secondary crops like *Ahu* paddy, where the landowner remains satisfied only with fixed return.

(iii) Table III supplements our contention that in reality the terms on which the landowners engage tenants for cultivation of the principal as well as secondary crops have been by and large on 50:50 basis of sharing of produce.

However, the proportion of sharing of crops has been found to vary depending upon the nature of the crop. For instance, in respect of sugarcane the share of the landowner is only one-third where seedlings have to be arranged by the tenant himself. It is found that the

tenant accepts the terms for sugarcane cultivation for three years, as the production in the first year is the least, in the second year the highest and in the third year it is moderate. Again labour effort being relatively higher in sugarcane cultivation, two-thirds of the produce thus goes to the tenant.

(iv) In regard to the sharing of costs of cultivation² between the tenant and the landowner, it has been found that it exists only in respect of crop sharing system of tenancy whereas under fixed money system there is no sharing of costs.

TABLE III. PATTERN OF SHARING OF CROPS

Share pattern (1)	Owner's share (2)	Tenant's share (3)	Relative frequency (per cent)	
			Principal crops (4)	Other crops (5)
3:1	75.0	25.0	1	-
2:1	66.7	33.3	2	1
1:1	50.0	50.0	91	75
1:2	33.3	66.7	6	22
1:3	25.0	75.0	-	2
			100	100

It has further been observed that there is no agreement, verbal or written to share the costs. The proportion of sharing of cost between the tenant and landowner varies from place to place and from time to time according to the custom, tradition, fertility of land and the economic conditions of the two. Neither the landowner nor the tenant bears all the costs of cultivation.

In some places, only seeds are supplied by the landowner. In other places, the seed and harvesting costs are shared equally. The investigation also reveals that the costs of irrigation and land development are generally borne by the landowner. Barring these two types of costs, in most observed cases, it is found that the major chunk of cost of cultivation is borne by the tenant as shown in Table IV.

TABLE IV. VARIOUS PATTERNS OF SHARING OF COST OF CULTIVATION

Owner's share (per cent) (1)	Tenant's share (per cent) (2)	Frequency (3)	Per cent (4)
100	-	-	-
80	20	1	0.5
60	40	5	2.5
50	50	25	12.6
40	60	57	28.6
30	70	92	46.2
20	80	17	8.5
10	90	2	1.0
-	100	-	-
Total		199	100

SPECIFIC FINDINGS

(i) The mechanism of tenancy contract is based on the yield of a particular crop, the cost sharing ratio, the risk factor involved (such as flood), the productivity of the land, etc. Keeping in view all these factors, the rent payable is fixed for crop sharing and fixed produce types of tenancy. Fixed money type of tenancy is generally found in the case of commercial crops like mustard and jute. It is found that the price movement of these commodities influence the rate of rent significantly.

It is the established custom to share the crop or to pay the rent in kind (in fixed produce type of tenancy) after the harvest is over. In a few cases it is found that the tenants get nothing for their share of the produce because it is taken away by the landowners as repayment of loan (principal plus interest) borrowed by the tenant for household expenses.

The rent in fixed money type of tenancy is generally pre-paid during sowing season. If the tenants could not pay the rent during sowing season, the landowners allow them to pay in kind after the harvest is over. But in this case the total quantity of the crop payable as rent is calculated taking into account the price prevailing at the time of harvest (the prices of crops being lower during the harvest period). Thus, if the money rent is Rs. 1,200 per acre of land and the average price of the crop during the harvest period is Rs. 375 per quintal, the tenant has to pay 3.2 quintals of paddy. This is irrespective of the fact that the price of the paddy at the time of entering into the tenancy contract (pre-sowing season) might be Rs. 500 per quintal, in which case the tenant would have to pay only 2.4 quintals of paddy. Because of this anomaly, the tenants are reluctant to opt for fixed money type of tenancy.

Due to non-availability of data, the output performance against each tenancy type could not be highlighted. But the field study reveals that so far as the tenancy land or rented land is concerned, the development of agriculture, agricultural production and productivity are dependent on (a) mutual understanding, co-operation and cordial relations between the landowner and the tenant, (b) the degree of dependency of landowner on agriculture for livelihood, (c) the cost sharing ratio and (d) the economic condition of the landowner as well as the tenant.

(ii) The agrarian relation between the tenant and the landowner has given rise to the commercial relation of debtor-creditor between the two. This is observed in most cases (62 per cent) where the tenant is indebted to his landowner. The loan is taken either in the form of cash or kind. Cash loan is taken by the tenant to meet the cost of cultivation or household expenditure. Loan in kind is taken when his foodstock falls short. More than 95 per cent of such loans are returnable in kind after the harvest with interest ranging from zero to 50 per cent.

CONCLUSION

Tenant-landowner relation, an important aspect of agrarian relations, stands in various degrees according to local customs, conventions, types of crops, economic status of the parties and compulsions under distress. The legislative efforts are not sufficient enough to cover all aspects of land-related issues. Moreover, the available legislative measures are weakly implemented only to germinate the feeling of insecurity of tenurial rights among the tenants. These facts along with low return against the share of high proportion of costs

have demoralised the tenants to assume any progressive farming practices. This is one of the reasons why the yield of rice per unit of land area cultivated is the lowest in Assam as compared to other states of India. A remedy to this lies in enhancing the investible capacity of tenants in agriculture and this may be provided under various poverty alleviation programmes. It is in this background that we find no reason why the Integrated Rural Development Programme should exclude tenants in providing agricultural bank loans on the pretext of having no ownership over land.

In a few cases our field survey reveals that the landowner who has no other source of income but the share of produce with the tenant, generally actively participates in the management of cultivation, in the development of land and bears a larger portion of cost involved. But this type of owner-tenant relationship gradually disappears as the landowner is less and less dependent on agriculture for livelihood which is the main reason for letting out the land to the tenant in most of the observed cases.

H.C. Gautam*

Received March 1995. Revision accepted November 1995.

NOTES

1. At present the district of Kamrup has been divided into three districts, namely, Kamrup, Nalbari and Barpeta; and the district of Darrang is divided into two districts, namely, Darrang and Sonitpur.
2. Costs of cultivation include cost of land development, irrigation, seed, fertiliser, sowing and harvesting cost and other costs incidental to cultivation excluding land revenue payable to the Government by the landowner and cost of manpower supplied from the family of the tenant.

REFERENCE

- Vaidyanathan, A. (1994), "Agrarian Relations in the Context of New Agricultural Technology: An Issues Paper", *Indian Journal of Agricultural Economics*, Vol. 49, No. 3, July-September.

* Department of Commerce, Gauhati University, Guwahati-781 014.

The author is very much thankful to the anonymous referee for his constructive comments and suggestions in the revision of the paper.