

CHAPTER III

Land Policy of the Bijni Raj Estate during the Mughal and the British Period

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.

In the Mughal period, large areas of the country remained with the Hindu chiefs, who had at any rate, a claim to sovereignty, but had submitted to the Muslim rulers on terms which preserved to them internal jurisdiction; These terms might include the payment of a fixed tribute, or merely the personal service of the chief with his troops, but in either case the Muslim administration did not ordinarily interfere with the assessment of collection of the revenue so long as the terms were observed.²

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.³ 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.

3.1. Revenue System in Bijni Raj Estate during Mughal Rule:

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 adjusted to an annual despatch of 68 elephants for Bijni and 40 elephants for Bijni *Duar*. Estimate of each elephant were specified in Narayanee Rs. 88. In case

of the problem of inadequacy of elephant a squad was conveyed by the *Nazim* to the Bijni Raj Estate to seize a substitute of tribute. Time and again Mughal government accumulated their dues forcibly.⁵

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*.⁶

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*.⁷ 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, Aagar wood etc in lieu of cash money.⁸

3.2. Revenue System in Bijni Raj Estate during British Rule:

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.⁹

Upon 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*. Thus, the British government received total revenue of Rs. 1150 per annum from the *Raja* of Bijni.¹⁰

However doubts had been expressed in some quarters as to whether Bijni Estate had been brought under the Decennial Settlement. It is a point of interest to ascertain whether the Bijni Estate in Goalpara came under the Decennial Settlement which was in due course of time made permanent. Most of the contemporaneous accounts related to the Bijni estate are of the view that the Bijni Raj Estate by 1791 A.D. was completely included in the Decennial Settlement. The *Jama* at the Decennial Settlement for the Bijni Raj Estate was fixed at Rs. 2000 per annum.¹¹ It is to be noted that *Jama* fixed at the Decennial Settlement was usually fixed in perpetuity in Goalpara. However an exception had been made in respect of Bijni Estate. The revenue fixed permanently for Habraghat was Rs. 1177 and for Khuntaghat it was Rs.177 and an amount of Rs. 584 was deducted as compensation for the abolition of *Sayer*. In 1853 the *Raja* of Bijni paid a *Jama* of Rs.1770/-. As per the report of the Quinquennial Register, the Bijni Raj paid an annual revenue amounting to Rs. 2207/-.¹² The annual revenue paid by the *Raja* of Bijni in the first part of 20th century amounted to Rs. 1500/-. The amount of revenue that the Bijni Raj paid towards the end of its long rule amounted to Rs. 2355/-.¹³

The Bijni Raj Estate was managed by the *Dewan* on behalf of the *zamindar*. The *Dewan* was the head of the Revenue administration. He was the sole authority of rent collection, settlement of rent. There were other officers under the *Dewan* to assist him. The rates of rent were not uniform in the Habraghat and Khuntaghat *pargana*. In Habraghat *pargana* the rate of rent for all winter paddy lands (*Sali* lands) was fixed at 12 *Narayanee* rupees a *hal*, but the *Zamindar* collected at the rate of 9/- *Narayanee* rupees in Habraghat *pargana* and in others at Rs. 10/-, while in Khuntaghat *pargana* the rate of rent was Rs. 6/- a *hal*. In 1825, David Scott who had been specially deputed under Regulation VII of 1822, fixed the rate of rent for *Sali* lands at Rs. 9/-(and in some areas at Rs. 10/-) *Narayanee* rupees and at Rs. 4-8-0 per *hal* of 17.5 *bighas* for 10 *sukhowa* villages in the *pargana* Habraghat. But the rate of rent was much higher than what had been paid years before, which was said to have been as low as Rs. 2/- per *hal* in the area.¹⁴

Indra Narayan, the then *Zamindar* of Bijni Estate tried to enhance the rate of rent to Rs. 14/-, Rs. 11/- and Rs. 6/- in various localities, but the tenants opposed the *Zamindar's* move.

This shows the growing consciousness among the peasantry of their rights. The Bijni *Raja* appealed to the Governor General in council, who appointed the Deputy Collector to make a regular settlement of Bijni Estate. In 1855, the Deputy Collector of Goalpara district, who was appointed by the Governor General in council, fixed the rates of the rent for different classes of land. Those rates were usually known as the *pargana* rates and were extended to all classes of land.¹⁵

In 1870 A.D., the Deputy Commissioner restructured the rates in Bijni Raj Estate. The Habraghat *pargana* and Khuntaghat *pargana* were two main *parganas* of Bijni Raj Estate and the new rates were as follows: In Habraghat *pargana*, homestead land with garden, Rs. 1/- per *bigha*, homestead land -/11/- *anna* 4 *pie* per *bigha*; *Sali* or Aman rice land -/7/- *anna* per *bigha*; second quality -/6/- *anna* 3 *pie* per *bigha*; third quality -/5/6 *pie* per *bigha*; *Ahu* land -/2/10 *pie* per *bigha*. On the other hand in Khuntaghat *pargana*, homestead land -/8/- *anna* per *bigha*; *Sali* or Aman rice land -/9/4 *pie* per *bigha*; and rice land -/4/- *anna* per *bigha*.¹⁶

In 1908 A.D. the Deputy Collector of Goalpara has lined the rates of rent in the two *parganas* of Bijni Raj Estate in the following way.

Table depicting the rate of rents in different types of lands in Habraghat *pargana* of Bijni Estate.¹⁷

<i>Pargana</i> Habraghat	Rs. a.p.	To	Rs. a.p.	Per bigha
Basti	0-10-0		1-0-0	bigha
Sali land	0-6-3		.1-12-0	bigha
Sali (ancestral)	0-4-6.5			
Ashu	0-12-10		0-8-0	bigha
Farma	0-4-9		0-8-0	bigha

Table depicting the rate of rents in different types of lands in Khuntaghat *pargana* of Bijni Estate.¹⁸

<i>Pargana</i> Khuntaghat	Rs. a.p.	To	Rs. a.p.	Per bigha
Basti	0-8-0		1-0-0	bigha
Sali land	0-9-4		0-12-0	bigha
Ashu	0-4-0		0-8-0	bigha

Before 1825 A.D., the rent for rice land was realised at random rates on fluctuating basis of land measurement and at varying monetary standards. The earliest reference to the fixation of rent in Bijni Estate dates back to 1819 in which year *Raja* Indra Narayan, the then *Zamindar* of Bijni Estate imposed certain taxes.

In 1822, the company government ordered a resettlement of the Goalpara *Zamindaries* with the objective of finding an apt policy to be pursued towards the Garos and the other neighbouring tribes, and to find out the way to eliminate the illegal cesses. David Scott took up the assignment and he completed the process of settlement in some villages. In Habraghat *Pargana*, David Scott did not take up any further step other than the abolition of all illegal cesses and assessed a few rice lands. He was then called off to take up the charge as Commissioner of Assam proper. The *ryots* took benefit of the prevailing situation and demanded for holding their lands. David Scott imposed new rents on *Sali* land only.¹⁹ The imposition of new rents on the *Sali* lands was the main cause of the resentment. The Habraghat *ryots*, under the evil influence of a manipulative person called Prem Narayan, were grouped collectively against their superior, the Bijni *Zamindar* and they decided against any adjustment of their rents. The clash had been going since 1823, and had caused not only great trouble, but had also led to violence and atrocities and kept the whole country in a state of fermentation.²⁰ Agrarian unrest was also apparent in the Khuntaghat *pargana*.

The *Ryots* of the Bijni Raj Estate were also subjected to extortion by the *Zamindar* as a result of Permanent Settlement. The *ryots* had no rights, either hereditary or permanent in the

land they held. This caused a reversal in the position of the *ryots* and the status he enjoyed as a peasant in the Pre-Company rule. It was a matter of concern whether state was the owner of the land or land belonged to the peasants, so long as peasant paid his share of revenue, he could not be dispossessed from the land he owned.

There were several reasons for the outburst of the *ryots* antipathy against the *Zamindar* in Habraghat and Khuntaghat *pargana*. Firstly land arrangement was not concluded. The *ryots* took the benefit of this position and occupied land in excess. Secondly, the *ryots* kept pending the payment of their rent for a long period. The *ryots* raised their protest when *Zamindar* endeavoured to gather the rent and to start fresh Settlement.²¹ Amrit Narayan *Bhup*, the then *Zamindar* of Bijni Estate appointed Ananda Ram Dhekial Phukan as the *Dewan* of the Bijni Estate in 1849 A.D. During that period somewhat chaotic condition had prevailed in the matter of land revenue settlement in the Bijni Estate. *Raja* ignored the accusation of *Praja*, similarly *Praja* also did not obey the orders of *Raja*. As a result government faced many problems in the collection of tax. After appointed as *Dewan*, Ananda Ram Dhekial Phukan initiated some reforms for the development of the Estate.²² He took measures to arrange the revenue papers and records of Bijni *Rajas*. He prepared a set of regulations namely “*Phukan Dewanar Kaidabandi*” for the administrative convenience. In his set of Regulation he added many things like- Rules under *Raja*, to maintain peace, justice, work culture and punishment for law breakers.²³ All the rules and regulation which tax officials must follow had been written in the Phukan’s *Kaidabandi*. These rules were similar to the ones prepared by the British government. Phukan advocated a survey for the settlement of land in Habraghat and Khuntaghat *pargana*. He also attempted to accumulate the amount overdue from the *ryots* by enforcing law. The *ryots* opposed the move. The *Zamindars* had petitioned to the authorities again and again to give ruling in their favour and to consider the rightful loss of their revenue from illegal cesses etc. But the *ryots* protested it. The *Zamindar*’s petition was disapproved by the collector of Goalpara and the Commissioner of Assam Valley districts, and the case was referred to the Board of Revenue, Calcutta. Ananda Ram Dhekial Phukan was deputed to Calcutta by the *Zamindar* of Bijni Raj Estate to pursue the case on behalf of the *Zamindar*.²⁴ An order was passed in 1852 by the Board of Revenue, Calcutta that the land settlement should be completed. The verdict of the case went against the *zamindar*, but the government wanted a compromise. As a result of that the then

collector of Goalpara, Agnew, took the initiative to solve the case. In May, 1852, he called a tripartite meeting, but the conference failed to find out any solution.²⁵

As per the agreement of 1793, the *Jama* amount had to be constant. But in many cases especially in Bijni Estate this *Jama* amount was found to be fluctuating. As a result of snatching the powers of *Zamindars* thereby causing losses to them in respect of tax collection; after 1813 it was decided that the *Zamindars* had to deposit less tax amount. As a consequence *Sikka* coins were replaced by Company Rupees, for which anomalies could be seen in the calculation and collection of revenue.²⁶ Also due to transfer of land, sometimes the revenue collected by the *Zamindars* became less than the usual amount. In 1853, the annual income of Khuntaghat and Habraghat *pargana* was approximately 47,000/- *Narayanees* Rupees (30000-35000 Rupees in British Company's amount of rupees) and amount of *Jama* to pay was 1770/- company rupees.²⁷ According to government census at that time, the population was 49,028 numbers in both the *parganas* of Bijni Estate (23,528 in Habraghat and 25,500 in Khuntaghat *pargana*). The population was showed unbelievably less. After twenty years, in 1874-75 population became 150000 and annual income was 121,599/- Rupees. In the first part of 20th century, as a consequence of growth of population in Bijni Raj Estate the revenue collected out of land tax was increased by two lakhs rupees in Bijni *zamindari*. The surplus revenue was collected by means of some other taxes like forest tax, water tax etc. In the mean time a new system was introduced to pay a local rate of tax to the government for the maintenance of roads, primary education etc. The Bijni Raj *Zamindari* had to pay annually 19000/- Rupees for such type of local rate tax.²⁸

3.3. Types of the Land Tenures that existed in the Bijni Raj Estate during the Mughal and British Period:

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 categories²⁹, which were as follows:

(a) *Makrari Maurasi*

(b) *Maurasi*

(c) Ordinary Tenants or *Jotes*

(d) Services Tenures

(e) *Chandina*

(f) Special Tenures

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.³⁰

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.³¹

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. These *Jotes* had of late been settled with the Mohamedan cultivating tenants from Eastern Bengal (New Bangladesh). They were formed by contracts and the incidents were limited and controlled by the terms thereof. Usually 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 five years.³²

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 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.³³

Chakran can be termed as rent paying tenures. These tenures were granted by the former *Rajas* at fixed rate of rent in consideration of certain services to be rendered by tenure holders. The tenure holder had the right to cut trees for his personal use. These tenures were not transferable except with the consent of the *zamindar*. Right to resume the lands comprised in such tenures vested in the Raj in the event of the non performance of the services mentioned in the original grant.³⁴

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 recommenced 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*'.³⁵

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.³⁶

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.³⁷

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.³⁸

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.³⁹

The last or 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.⁴⁰

3.4. Different Classes of Tenants in Bijni Raj Estate:

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.⁴¹ These were-

(a) *Paitrik Sali* tenants

(b) Occupancy tenants

(c) Ordinary tenants

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*'.⁴² These tenants were subdivided into three classes-

(a) The first category included the tenants who had to pay their rent in money.⁴³

(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*.⁴⁴

(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.⁴⁵

Incidents:

(a) The holdings of these tenants were non transferable without the consent of the Raj. But as a general rule, transfers were allowed on the transferee's paying the prescribed amount of fees. In the case of a sale, the purchaser had to pay 25% of the price settled. But the Raj reserved the right to refuse to recognise such transfers even when the prescribed fees were paid.

- (b) Non-heritable: All these holdings were in fact non heritable but heritability was recognised through a process of legal fiction, i.e. rent was taken through (*Marfat*) the heirs who were known as '*Marfatdars*'.
- (c) Ejectment and enhancement of rent were entirely governed by rent law.
- (d) According to custom these three classes of tenants were not allowed to cut any trees in their respective holdings without the permission of the Raj.
- (e) They had no right to erect permanent structures in their holdings.
- (f) Relinquishment- All petitions for relinquishment of holdings had to be submitted in the month of '*Paus*'. No relinquishment was allowed unless all arrears of rent were paid up. Partial relinquishment was allowed by the Raj on payment of Rs. 3/8/- on account of fees.⁴⁶

3.5. Process of Change in matter of Land in the Bijni Estate during Colonial Period:

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.⁴⁷ 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.⁴⁸ In the Bijni Raj Estate also same situation happened.

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 a certain extent subjugation of *ryot's* family members were given a thought.⁴⁹ 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*.⁵⁰ 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*.⁵¹

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 come 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.⁵² 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*.⁵³ But in Bijni Raj Estate the condition was different because they had to pay minimum amount of tax.

To get rid from the doubts and problems of collection of tax, *zamindars* created a middle privileged class. Actually the reason for such a creation was that the *zamindars* wanted to cut off the direct relation with tenants. They created a middle privileged class and gave them the right of collection of annual tax.⁵⁴ But the middle privilege class collected more tax from the *ryots* and gave *zamindar* the earlier fixed tax. As a result *zamindar* was able to pay tax in time and their *zamindary* became profitable. Thus a *Jotedar* class was born from among the privileged class.⁵⁵ To take advantage of this system and in later stages due to increase in price of agricultural products resulted in less tax burden on the *ryots*, which led to regular payments of taxes by the peasants. Thus the *Zamindary* system became more stable after overcoming the problem of realisation of taxes.⁵⁶

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*.⁵⁷

During the period of King Kumud Narayan the entire Bijni Estate comprising of Habraghat *pargana*, Khuntaghat *pargana* and *Nij* Bijni covered a geographical area as depicted in the following table.⁵⁸

Area	Quantity of land in acres
Habraghat <i>Pargana</i>	212,126 acres
Khuntaghat <i>Pargana</i>	395,684 acres
Nij Bijni	130,000 acres
Forest Area, which declared as Govt. forest	8,037 acres

Uncultivated Area	10,145 acres
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Whenever *zamindaries* faced any problem, the British East India Company did not come forward to protect the rights of tenants instead they took the side of *zamindars*. By the regulation of 1794, *zamindars* got the one sided right to increase the taxes. Another two regulations of 1799 and 1812 (commonly known as fifth and seventh regulations) gave the power to *zamindar* to collect unpaid tax by force and also to crock and cease land. By exercising such type of power in 19th century they were able to convert the *ryots* into ‘tenants-at-will’. Only the rich tenants, who had manpower and money power, were able to fight and protect the right of *Maurasi* and *Makrari*.⁵⁹

In pre-British age a thought prevailed that every peasant had sufficient land for their family, and that there was no economic division in agrarian society. But this thought does not have any historical proof. Villages did not mean only abundance in crop and fish. “No Poverty, No Granary” type of agrarian society also did not exist during the Mughal period.⁶⁰

The land settlements that existed during that period were also intrinsically related to social and economic differences. Every villager was considered as the *Ryot* or *Praja* under the *zamindar*. Within the *ryots* some *Maurasi* and *Makrari* tenants hold a huge area of land under their possession and subjugated poor *ryots* to work for them. In the same way the high class *Lakherajdars* also utilised *ryots* to work under them in un-taxable land which they had. From the 17th century the production of agriculture became market oriented and rapid division of classes in villages was created in British period.⁶¹

It is manifest from the brief resume that the Goalpara district had since its acquisition by the British, been a sufferer of administrative requirement and expediency which resulted in the neglect of special needs and requirements of the district. In the Goalpara district, revenue chiefly contained rents paid for the land and the property which was fixed by *Raja Todar Mal*, 1582 during Akbars reign; the right or claim of which was given to the *zamindars*, by Lord Cornawallis when he made uninterrupted settlement in 1798.⁶²

If we carefully examine the stipulation of Indian peasantry, we can conclude that there was peace in Goalpara when Deccan was rocked by peasant revolts in the seventies of the last century. The 'Sepoy mutiny' which started in 24 *parganas* was not supported by the peasants of Assam which showed that they were not unhappy during that period. A committee was appointed by the British India government in 1879, to consolidate the substantive rent law, and to suggest amendments in the law. The requirement of such an amendment was thought of as if a permanency of assessment had not been as urged to the *ryot* in 1793 by the authors of the permanent settlement and as if the rents paid by *ryots* in those days were not already so much greater, indubitably, than the *pargana* rates, plus 'Abwab' of 1792, as (at least) to assure the *ryots* immunity from further enhancement of rent.⁶³

But the perverse fate of the authors of the *zamindari* settlement appears not alone in the mislaying of their brightest idea; viz. permanent assessment for the *ryots*, but also in the disappointment of their hopes. They hope much, on their views of the English landed system, from large estates; and laid too little stress on the well being of peasant proprietors. Lord Cornwallis hoped, by the identification of *zamindars* as administrator of the soil, subject to a permanent rent. To get rid of this class; but he effectually provided for the disappointment of his own hopes by his creation of great *zamindars*, and his unfortunate gift to them of the waste lands of the state.⁶⁴

Originally lands were settled directly with the tenants in the Bijni Raj Estate. In the Khuntaghat and Habraghat *parganas* the *ryots* claimed rights of occupancy by custom. But this was frequently contested by the *zamindar* who had styled the original indigenous *ryots* as *Karfa Ryots*, or tenants-at-will. The Bijni Raj had repeatedly brought suits against those *ryots* for arrears of rent as well as for ejection. The *ryots* sought help and justice from the chief commissioner of Assam after they have been compelled for large scale ejection. Though ejection suits were stopped for the time being by the chief commissioner, Hari, Mala, Khaitu, Kandura, and Keru and other *ryots* had been ejected from their holdings.⁶⁵

In every likelihood the peasants received upper hand as they enjoyed occupancy status rights and the *zamindars* could not even increase his rent beyond the customary *nirikh* (level). But when Permanent settlement came in place the situation became different. They became the tenants of the landlord instead of the owner of the land, thereby losing their occupancy status.

The framers of the Permanent settlement envisaged to give rights to the *ryots* by fixing their tenancy and rents which could not be realised in reality. The reason for this was that the *ryots* could not generate any written confirmation to exhibit their ownership rights of the land which was under their possession and the amount of rents paid by them. As a result of which the *ryots* merely became tenants at will.⁶⁶

Due to lack of any tenancy law in undivided Goalpara district, an unsatisfactory relation could be seen between the *zamindars* and tenants. The rent law of 1869 (Act VIII of 1869) being considered defective was replaced by a new tenancy law which was passed in Bengal in 1885. This new law came into force in Goalpara district too. The Government appointed Mohanan, the Chief Commissioner of Assam to advise the suitability of the Bengal Tenancy law for Goalpara when local agitation in the form of agrarian trouble could be seen in Goalpara district.⁶⁷ He found the new law to be unsuitable for the Goalpara district. The widespread rise in agitation of the peasants of Goalpara was able to draw the attention of the local press as well as the intelligentsia. The 'Times of Assam' in its editorial also raised this issue of oppression meted to the *ryots* of Goalpara by the Bijni Raj thereby bringing it to the notice of the elite class. Raishahib Phanidhar Chaliha also raised the point on the floor of the Assam Legislative Council. Hence wide spread publicity was given to this issue.⁶⁸

Due to such repercussions the Government contemplated to enact a new tenancy law for Goalpara. But later on it was dropped as the *Zamindars* were able to oppose it successfully. As a result of the Non-Cooperation Movement in India, the Goalpara Tenancy Act, 1929 was introduced by the Government. The new tenancy legislation was enacted to safeguard the interests of the tenants.⁶⁹ As per the provisions of this Act, those *ryots* were given occupancy rights who were in possession of the land for a period of 12 years. The Courts had been given jurisdiction in almost all matters including fixation of rents of the *ryots*.

As a matter of fact the Permanent Settlement was formulated keeping in mind the interest of the imperialist Government and not for favouring the *zamindars* or the peasants. It is worth mentioning here that the East India Company in the pre Permanent Settlement period was running short of revenue in wake of the war with the Marathas and Mysore. The arrears which had accumulated over the years were also a concern for the British in India as well as in London. This led the British to restore the old practise of *Zamindari* system prevalent in India and settling

Jama with the *Zamindars* for longer period of 10 or 20 years.⁷⁰ Hence a compromise by the British could be seen as they realised that by by-passing the *Zamindars*, stability in revenue collection is not possible. Thus Permanent Settlement ensured regular flow of revenue from the *Zamindar* to the British coffers.

The East India Company enforced a number of land revenue measures in its newly acquired territory which resulted in agrarian crisis and unrest during the pre Permanent Settlement period. The pre Permanent Settlement period was marked by a number of peasants uprising which posed a threat to the British rule. So the East India Company thought of creating an alliance with the *Zamindary* class and to acquire their support in controlling and suppressing the peasant uprising.

Lord William Bentinck, the Governor General of India from 1824-1835 was of the opinion that the Permanent Settlement although a failure in many respects was able to create a class of landed proprietors which supported the continuance of British dominance.⁷¹ These classes of people were also able to have complete control over the mass of people who might have the tendency to go on revolt.

This fact cannot be denied that the *Zamindars* in reality acted as an ally to the British till the end of the British rule in India. When the freedom movement in India was gaining momentum, the *zamindars* of Goalpara as members of the All India Landholders Conference retaliated the fact that it is their prime duty to strengthen the hands of the Government. Thus the *Zamindary* system can be perceived as being outlived its usefulness in true sense to the cause of nation building and peasant's wellbeing.

Like other *Rajas* and *Zamindars*, Bijni *Raja* also established some upper caste families by gifting them land and property free from any tax or at a minimum fixed tax rate. The main aim of this was to take help of their services in running the *zamindary* and to subjugate the taxpaying common people through them. This gave rise to a separate class of people who gave their lands to the working class to work as peasants and are known as the *Jotedars*. The documents and writings preserved by the Barua family of Salkocha provide ample evidence to this fact. It is significant to note that the Barua family of Salkocha was able to accumulate 32000 Bighas of landed property as gift from the *Raja* of Bijni in return of their faithfulness towards the *Raja*.

This huge landed property was gifted to the Barua family in order to fulfill '*Jot Aabad*' by the *Rajas* of Bijni.⁷² Likewise the Neogi family of Salkocha whose ancestor after migrating from Mymensingh district worked under the *Bijni Raja* and received fourteen *Mouzas* as gift under the *Maurasi* settlement.

From the above discussion we get a complete picture of the *zamindari* system and the Land policy of the *Bijni Rajas*. But it is worth mentioning here about the different kinds of *Prajas* who inhabited under the *zamindari* system. As a result of *Zamindari* system four classes of people were evolved, viz.-

(a) Tenure holder

(b) *Jotedar*

(c) *Ryot*

(d) Under *ryot*.

'Tenure holder' means primarily a person who acquired land from a proprietor or from another tenure holder a right to hold land for the purpose of collecting rent or bringing it under cultivation by establishing tenants on it, and includes also the successor in interest of person who have acquired such a right. A permanent tenure holder is a tenure holder who has a right to hold a heritable and transferable interest in land, otherwise than for a limited time.⁷³

'*Jotedar*' means primarily a person who has acquired from a proprietor or a permanent tenure holder or from another *jotedar* a right to hold land for the purpose of bringing it under cultivation, either wholly or partly by establishing tenants on it, but is not himself a permanent tenure holder in respect of the land, and includes the successor in interest of a person who has acquired such a right. It is important to note that the status of a *jotedar* is inferior to that of a tenure holder. He has no permanent right in the land.⁷⁴

'*Ryot*' can be defined as a person who has been given the rights of land holding for cultivation purposes. The cultivation can be done directly by the possessor of the land or by engaging his family members. The *ryot* can engage his servants or labourers for cultivation. He can even take help of partners and cultivation can be done by the successor of the *ryot* who is the

possessor of the land. In case of acquisition of his interest, the *ryot* may receive it from a permanent tenure holder or a proprietor. He may even receive it from the *jotedars* or land holders or settlement holders. Interest can also be acquired from an *ijara* holder who is a subordinate under any of the persons mentioned above.⁷⁵

'Under *ryot*' can be termed as a person who is actually a tenant under a *ryot*. He can be said to be a subjugator of the *ryot*. However those tenants who hold land under a person for the purpose of providing services can not be termed as under *ryot*. In the *zamindari* estate of Assam we can find four classes of *ryots*, namely, (a) Priviledged *ryot* (b) *Ryot* holding at fixed rates (c) Occupancy *ryot* and (d) Non-occupancy *ryot*.⁷⁶

A priviledged *ryot* can be defined as those *ryots* who holds rates of land that cannot supersede the revenue rates which is payable to the government. Persons or tenants who are in continuous possession of a land for a period of not less than twenty years and pays a rate of rent which does not exceed the revenue rates fixed by the government. In case he provides his own services or offers *bhog* then he is entitled for payment equivalent to half of the revenue rate. However if he fails to offer *bhog* or personal services then an amount is added to his rent after due permission from the revenue court. The tenants in *lakheraj* estates are usually priviledged *ryots*. A priviledged *ryot* enjoys the right of transfer or sub-leasing the land under his possession.⁷⁷

A *ryot* possessing land at fixed rates can be termed as those *ryot* who is holding land straightaway below a proprietor or a permanent tenure holder. Such a possession can be either free from payment of any rent for all time or at a rent or rate of rent which is fixed indefinitely. The fixed rated *ryots* irrespective of his right over possession of land will be governed by the same provisions in relation to transfer of, and succession to, his holdings just like any other permanent tenure.⁷⁸

Occupancy *ryot* can be designated as those *ryot* who has the occupancy right over the land under their possession. The right of occupancy is given to those *ryots* who are in continuous possession of a land for a period of not less than twelve years. The occupancy *ryots* have the right to transfer and even give on lease the land without taking any permission from the landlord. However a written consent letter is necessary from the landlords in *ryotwari* areas in cases of

transfer or leasing of land. In case the landlord wants to increase the rate of rent, then he has to submit a registered contract agreed upon both by the landlord and the *ryot*. It can also be done by a suit in the court of law, wherein the landlord may serve a petition or application for increasing the rate of rent if he finds that the existing rate is way too less.⁷⁹

Non occupancy *ryot* may be defined as those *ryot* who does not have any right over the land under his possession. He is liable for rent payment as per the agreement between him and the landlord. However the landlord cannot increase the rate of rent arbitrarily. A written agreement will be required for such purpose. Once the rate of rent is increased by the landlord, it remains in force for a period of not less than five years. However a non-occupancy *ryot* cannot transfer his interest or sub-lease the land under his possession unless and until he receives a written permission from the landlord. But in Bijni Raj Estate, the non occupancy tenant had been given the right to transfer the land under his possession to another sub tenant in lease, without taking the consent of the landlord. Such a right to a non occupancy *ryot* was given as per the provisions of the Goalpara Tenancy Act.⁸⁰

A significant point to be noted is that the right to use the land even before the starting of tenancy agreement has been given to both the privileged and the occupancy *ryot*. Also a privileged *ryot* cannot be evacuated from the land under his possession until it is found that he has utilised the land in such way that it has become unfit for tenancy. In case of occupancy *ryot*, he is not subjected to evacuation in terms of arrears of rent. But his holding becomes eligible for sale as per some legal binding for the rent to be paid. An occupancy *ryot* is also eligible for evacuation from the land under his possession by the landlord with due permission from the court of law on the following grounds:

- (a) That the land under his possession has been utilised in such a manner that it has become unfit for tenancy.
- (b) That he has not followed the provisions of the Tenancy Act applicable to him. This is clearly a case of breaking of registered contract agreement that has been reached between the tenant and the landlord and hence making him liable for evacuation.

The grounds on which an occupancy *ryot* can be evacuated from the land under his possession are exactly same for a *ryot* at fixed rent.

A non-occupancy *ryot* may be ejected from his holding on the following grounds:

- (a) If he has failed to pay an arrear of rent;
- (b) That he has used the land in a manner which renders it unfit for the purpose of the tenancy or that he has broken a condition consistent with the provision of the Act and on breach of which, he is under the terms of a registered contract between himself and his landlord, liable to be ejected;
- (c) That the term of his lease has expired, when he holds land under a written lease.

In Bijni Raj Estate non-occupancy *ryot* may be ejected from his holding on six months notice expiring with the end of the agricultural year.⁸¹

3.6. Relation of Bijni Rajas with the Garos:

In the border areas of Bijni Estate and Garo hills some Garo people lived from very early period. In the last part of eighteenth century Bijni *Zamindars* subjugated many tribal villages of Garo hill to their *zamindari*. Bijni *Rajas* had economic and trade relation with the Garos. The Garos had to depend upon the frontier markets to sell their commodities. So the rulers of Bijni Estate established some *hats* and weekly markets below the Garo Hills, where the Garos brought different kinds of products like, cotton, chilli, wax, lac, rubber etc. They bartered their items with cow, goat, pig, earthenware pots, salt, textile etc.⁸² Transactions were done mainly by barter system, though money was also used, it was not preferred by majority. Cotton of Garo Hills was in great demand in the local *hats* and for the foreign traders because of its outstanding quality. According to Martin Montgomery, Garos brought a huge amount of cotton to the regular markets of Habraghat *pargana* of Bijni Raj Estate.⁸³

Garos were dominated by three ways. Firstly, *Zamindar* collected land tax from the Garos who became *Praja* of the *zamindari* and lived nearby. Secondly, annual *Nazrana* was collected from the Garo *Sardars* (head) living in far hill areas. This collection was continued upto 1822 A.D. Thirdly, a portion of cotton as *Sayer* was collected from the Garos who came to

sell cotton in the *Hats* (market) under the *zamindari*. This illegal collection continued upto 1813 A.D.⁸⁴

The Garos did not get actual amount of their cotton sold in the markets under *zamindari* area. Buchanon mentioned that in Habraghat *Pargana*, atleast one businessman had to open a *gola* of salt for the purpose of paying high rate of tax. A Warehouse and shop was actually termed as *Gola* in local language. Small businessmen had to buy one *Mon* salt in eight rupees from the *Golas*. So the businessman mixed the salt with dust and exchanged it with the cotton of Garos. They exchanged one *mon* salt with three *mon* cotton.⁸⁵ From this example it is clear that how the tribal producers were facing loss by following the barter system. Though the tax was reduced afterwards but the suppression by the *zamindars* continued.

From 1822 the tax collectors of the *zamindars* were not allowed to enter in the Garo hills, and government itself collected taxes and *Nazrana*. After that *zamindar* had no right over the *Nazarana*. But from the total collection of land tax, 75% goes to the hand of *zamindar* and 13% goes to Garo *laskars* (Garo leader). Rest of 12% was kept by government as an expenditure of tax collection. The Garo people who lived within the *zamindari pargana* were under the direct control of *zamindar*. In 1887 when Deputy Commissioner announced that *Laskars* have no right over the tax collected from the *zamindari mahal* which led to curtailment of the powers vested on the *Laskars*. Since then under the leadership of Sonaram Sangma, Garo *Nokma* and *Laskars* started an agitation. They submitted two citations to the Deputy Commissioner where certain demands were placed regarding their possession over some areas of Habraghat, compensation for forest area loss and abolition of forest conservation rules etc.⁸⁶

Thus the subjugated Garo people started to raise their voice. Even after arresting the leaders government failed to suppress the agitation. Ultimately government gave in to the demands of the agitators and declared that all the resources of forest would be under the control of the Garos excluding the valuable woods of the forest. Also the conservation plans initiated by the government was lifted and definite number of Garo villages were allowed to be set up inside the forest land.⁸⁷ Fed up with the atrocities of the *zamindars*, the Garos from the hills came down to the plains and plunder in there. Taking advantage of the situation the British government interfered and occupied Garo hills and created a sovereign district.

3.7. Monetary or Tax related Relation of the Bijni Rajas with Bhutan:

It is worth mentioning here that the Land policy of the Bijni *Rajas* was not only confined within the Bijni Raj Estate but they had close economic and land relations with the Bhutan kingdom as the Bijni *duar* falls in close proximity with the Bhutan kingdom. The foot hills of the Bhutan kingdom formed the Bhutan *Duars*. The Northern part of the Goalpara district which was occupied by the Koch Kingdom forms a part of the Bhutan *Duars*. In 17th century the Bhutan kingdom occupied this tract upto the Koch kingdom. The two Koch chieftains, the *Raja* of Bijni and the *Raja* of Sidli were given the status of tributary chief by the government of Bhutan.⁸⁸

During the Bhutan rule, Bijni *Duar* was amenable to the authority of Chirang *Subah* in her relation with Bhutan. It is said that the *Raja* of Bijni used to receive his title deed (*sanad*) from the Bhutan king Deb *Raja's* *Tehsildar* of the produce of the land or the *Duar*. Towards the later part of 18th century, the connection between the Bhutan king Deb *Raja* and the *Raja* of Bijni constituted a sort of exchange of the productions of the two places (Bijni Estate and Bhutan), which the Bhutia functionaries were pleased to describe as the payments of tribute, the advantage being considerably in their favour.⁸⁹

It is really difficult to ascertain how the Northern part of Bijni Raj Estate which was later known as the Bijni *Duar* came under the control of Bhutan kingdom. The old records preserved by the Rangpur district throws light on the fact that Bijni was part of the Rangamati district under the Mughal government and paid tribute to both the emperor of Mughal as well as the *Raja* of Bhutan.

The Bijni Raj Estate used to pay a tribute of 1300 *Narayane* Rupees to *Raja* of Bhutan. But during the later part of 18th century exchange of productions between Bijni Raj Estate and Bhutan Kingdom became more prevalent.⁹⁰ The Bhutan functionaries considered this exchange as part of payment of tribute. The exchange of commodities between the two kingdoms has been listed in the next few lines.

The Bhutan kingdom presented annually to the Bijni Raj Estate eight Tonyan horses valued at rupees 820; Bhutanese Salt worth rupees 40; the sum total of which comes to rupees 860. Similarly the Bijni *Raja* annually presented to the *Raja* of Bhutan the following articles, *Mankee* cloth worth rupees 480; Chintz worth rupees 100; Cotton worth rupees 30; Thread of

rupees 100; Dried fish of rupees 520; Oil of rupees 200; A silver ware of rupees 50; a silver betel box of rupees 50; a silver plate of rupees 50 and rupees 60 in cash; the sum total of which comes to 1890 rupees.⁹¹

The Bijni Raj Estate had trade relation with Bhutan. The Bhutias came in annual trade caravan bringing skins, blankets, chintz, musk, walnuts, gold dust and 400 to 500 hill ponies to the value of Rs. 30,000/- to Rs. 40,000/- and carried back from Bijni indigo, broad cloth, leather, copper, spices, lead and hogs in return. The annual trade turnover rose to one lakh rupees in later stages.⁹² The Barter system was followed during trading between the two kingdoms. The Bhutiyas sailed down in the rivers during the rainy seasons.

When the British India government annexed the *Duar*, the Bijni *Raja* laid his claim on the Bijni *Duar* as he had been holding the *Duar* under Bhutan King. The Bengal government in 1867 A.D. decided that the *Raja* of Bijni should be regarded as 'hereditary *zamindar*' entitled to a settlement of the *Duar* as 'Acknowledged Estate'.⁹³ In 1870-71, as per the claim of Bijni *Raja*, Bijni was settled with Khuntaghat and Habraghat, under the Court of Wards for seven years on behalf of minor *Raja* of Bijni.

In 1882, the Bengal government decided to grant Bijni 1,30,000 acres of land of the *Duar* which was surveyed by Colonel Haughton.⁹⁴ But the *Raja* of Bijni refused for the settlement. So the Bijni Raj received 7¹/₂% of the gross revenue as *Malikana* and was made *Khas*, under the management of the government for ten years. The government excluded from the Bijni Raj the portion of the Bijni *Duar* which was uncultivated and uninhabited. There was no claim for the wasteland and forest between the *Duar* and the foothills of Bhutan, was declared reserved in 1887A.D.⁹⁵ In 1901, Bijni *Duar* was settled under *Rani* Abhayeswari, queen of Kumud Narayan, for ten yers of *Malikana* at 80 percent revenue. The land revenue assessment on Bijni *Duar* was again raised to Rs. 41,480 and was settled permanently with the local rate, payable for Rs. 2,964 in 1905-06 A.D.⁹⁶ In 1914, a further settlement for ten years terms was again offered to each land holder. However the revenue of the tenants was not enhanced during the time of resettlement. The assessment was made on 80% in case of Bijni and was amounted to Rs. 34,670/-.⁹⁷

Except the land relation that existed between the two neighbours, the relation between Bijni king and Bhutan king became strained due to certain reasons. In 1863, one Jhawlia Bhutia,

one of the Bhutan *zamindars*, burnt and plundered Bijni. The Raj family left the *Rajbari* to get rid from the hostility of the Bhutias.⁹⁸ The incident is known as '*Jhawliar Dhuma*' in the local account.

Undivided Goalpara district had many *zamindaries*. But in comparison to other *zamindaries* Bijni Raj Estate maintained friendly relation with Bhutan. The *Raja* of Bijni acknowledged the suzerainty of Bhutan over Bijni *Duar* till it was acquired by the British.⁹⁹ In the later part of eighteenth century, the connection between the *Raja* of Bhutan (*Dev Raja*) and the *Raja* of Bijni constituted a sort of exchange of commodities of the two countries. But unfortunately the Bhutiyas started to interfere in the state of affairs of Bijni. The Bhutiyas carried out incursions on the plains, and the entire frontier of Bengal was exposed to it. The situation led to starting of Bhutan War (1864-66). As a result of which the Colonial government ceded the territory under their regime.¹⁰⁰

Thus from the above discussion of third Chapter we have come to know about the land policy of the Bijni *Rajas* during the Mughal and the British period. It also throws light 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 in this Chapter. The Bijni *Rajas* relation with the Garos and Bhutias along with their trade relations has been discussed in the later half of this chapter.

Endnotes

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- ¹⁵ A.J. Laine, *An Account of land tenure system of Goalpara District with criticism of the existing rent law-suggestion for its Amendments, Chapter VII*, Shillong, 1917, pp.131-132.
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