

ANNEXURE I

TREATY OF SURAT (6 March, 1775)

ARTICLE 1

The Treaty concluded between the Government of Bombay and Peshwa Baji Rao I, or first Minister of His Serene Highness the Shahu Raja, dated July 1739, or 1140 of the Gentoo style; and that concluded on the part of this Government with Peshwa Balaji Baji Rao, dated 12 October, 1756 or of the Muhammadan style 17 Muharram, 1170, are hereby ratified and confirmed in their fullest extent, according to the full and true intent and meaning of them, in the same full and ample manner, and in the same light in which they have hitherto been ever understood.

ARTICLE 2

All other Agreements subsisting between the Government of Bombay and that of the Marathas, are hereby ratified and confirmed; and, after the re-establishment of Raghoba in the Government of the Maratha dominions, peace and tranquility shall subsist between this Government in behalf of the Honorable Company and the Maratha Government.

ARTICLE 3

Raghoba, on his part and on the part of the Maratha Government, engages from this day forward never, on any pretense or in any manner, to assist the enemies of the Honorable Company in any part whatever of their dominions in India, and the Honorable the Governor-in-Council of Bombay do, in the like manner, engage never to assist the enemies of Raghoba.

ARTICLE 4

The Honorable the President and Council of Bombay, in behalf of the Honorable Company, and in consideration of the undermentioned grants and cessions made by Raghoba to the Company, do hereby engage and agree, so soon as possible after these Articles of Agreement and Treaty are fully ratified, executed, and confirmed, on the part of Raghoba, to assist him with a strong body of forces, with proper guns and warlike stores as a field train of artillery, which are to join his army and act in conjunction with his forces against his enemies, the

ministerial party. In the said body of forces shall be included no less than seven hundred (700) Europeans; and the whole shall not be less in number than two thousand five hundred men: but at present only five hundred (500) Europeans, and one thousand (1,000) sepoy and lascars, with a proper and effectual number of guns, will be sent, and the rest, if wanted, afterwards.

ARTICLE 5

In consideration of such effectual assistance on the part of the Honorable Company, Raghoba, as Peshwa and as Supreme Governor in the whole Maratha Empire, doth hereby engage, on his part, to cede and make over to the Honorable Company, forever, the undermentioned places and territories; and he doth accordingly, by these presents, make over the same to them in the most full, ample and effectual manner: and he doth, with these presents, deliver the necessary *sanads*, granting, in the fullest manner, all the present and future full right and title of the Maratha Government to them; and, in case of the loss at any time of the *sanads* now delivered, these presents are, at all times, to be considered as such, and of full validity with any *sanad* whatever.

Bassein and the whole of its dependencies in its fullest extent, and all rents and revenues thereunto belonging, together with the fort or forts and everything belonging to the Poona Government in them.

Salsette, the whole and entire island, with all the revenues of the different places annexed to it as collected by Anand Rao and Ramaji Pant.

Jambusar and Olpad, with the whole of their dependencies in their full extent, together with everything belonging to the Poona Government in those *parganas*.

The four following islands, adjacent to Bombay, with everything belonging to the Poona Government therein, *viz.*, Karanja, Canary, Elephanta, and Hog Island.

ARTICLE 6

Raghoba also engages immediately to procure from the Gaekwads a grant to the Company forever, with all the necessary *sanads*, of their share in the revenues collected by the Gaekwads in the Town and *parganas* of Bharuch.

ARTICLE 7

The Honorable Company are to be considered as the sole lords and proprietors from the day of the signing of this Treaty, of all and every of the places ceded by the two last Articles, in the like manner as the Poona Government or the Gaekwad Government were before considered; and are accordingly, from this day forward, to exercise every right and authority in those places, and to receive every revenue which the Poona Government or the Gaekwad Government before exercised or received.

ARTICLE 8

Raghoba also engages faithfully to make good to the Company forever the sum of seventy-five thousand (75,000) Rupees annually from his share of the revenues of Ankleshwar, which sum is to be paid by his Pundit, in two different payments, at stated periods.

ARTICLE 9

Raghoba engages to pay in full, for the charges and expenses of the body of forces with which he is to be assisted, consisting of two thousand five hundred men, the sum of one hundred and fifty thousand Rupees (1, 50,000) monthly and every month, which the Honorable the Governor and Council agree to accept without further account, and is to commence the day the forces leave Bombay; but, as the whole number of forces will not at first proceed, he is only to pay a proportionable monthly sum, till the whole force, if necessary, may be sent to join him. He engages to pay this stipend monthly, and as security for the same, till his affairs will enable him to furnish money, which he promises to do as soon as possible, he assigns by these presents the revenues of the following places, viz :—

Ankleshwar, his remaining share after deducting what is before by these presents ceded to the Honorable Company.

Amod and all its districts.

Hansot and all its districts.

Varsav and all its districts.

But it is hereby declared that the revenues of these places belong to the Honorable Company no longer than till the amount of the monthly stipend that may be due for the expenses of the Company's forces is fully discharged; when all further demands on these four places are to be

relinquished; and in this light the Honorable the Governor and Council declare they accept those four *parganas*.

ARTICLE 10

As it has been mutually agreed, during the course of this negotiation, that the sum of six lakhs of rupees should be deposited by Raghoba with the Agents of the Honorable Company, to be accounted for at the expiration of the service intended to be performed against his enemies the ministerial party, and Raghoba, finding it at this time totally impossible for him to raise the sum to be deposited, though still equally willing to do it, was it in his power, the contracting parties have mutually agreed to settle this point as follows:—That Raghoba shall immediately deposit with the Company's Agents at Surat to the full value of six lakhs of Rupees, in jewels, to remain in the Honorable Company's possession till redeemed, which must be done as soon as Raghoba's affairs will possibly admit. All this Raghoba faithfully and firmly engages to perform and the Honorable Company to accept.

ARTICLE 11

In case of opposition from any person or persons whatever to the Company's taking possession of all or any of the places hereby firmly and effectually ceded to them, Raghoba doth engage to pay the expense that will be incurred by their gaining possession; to use effectual means to put them in possession; as well as to secure for them forever the quiet possession of all the revenues and places now ceded to the Honorable Company.

ARTICLE 12

Should Raghoba make peace with his enemies, the Ministers, he firmly and faithfully engages that the English East India Company shall be included in it to their satisfaction.

ARTICLE 13

Raghoba doth also engage never to molest the dominions of the Honorable Company in Bengal. He further engages not to make war or commit any depredations in the Carnatic so long as the last Treaty subsisting between the two Governments is adhered to by the Nawab.

ARTICLE 14

In case it should happen (which God forbid) that any of the Company's ships or vessels, or the ships, vessels, or boats of any persons trading under their protection, should be shipwrecked on any part of the Maratha coast, every assistance shall be given by the Government and inhabitants to save as much as possible; and the whole that may be saved shall be returned, all reasonable expenses being paid by the owners.

ARTICLE 15

All the places ceded forever to the Company by this Treaty are to be considered as their sole right and property from the day this Treaty is signed; and this Treaty from that day is to be considered in full force just as if the expected services were fully accomplished, whether Raghoba shall make peace with his enemies or not.

ARTICLE 16

Immediately after the ratification of the afore-going Articles, and after the jewels, to the full amount of six lakhs of Rupees, are deposited, and the security above-mentioned given for the payment of the monthly expenses of the forces so long as they continue with Raghoba and till they return, all in the manner above-mentioned, the Governor and the Council engage that the Company's forces, agreeable to what is mentioned in the body of this Treaty, shall proceed from Bombay to join the army of Raghoba, and they trust, by the blessing of the Almighty, that they will quickly overcome his enemies, the ministerial party, and establish him at Poona in the Government of the Maratha Empire.

The foregoing Articles having been agreed to by the Honorable the President and Council of Bombay, who have empowered me to accept the same in their behalf, I do, in confirmation thereof, affix the seal of the said Honorable Company, and sign my own proper name thereto, in Surat, the day and year above written, and I do engage to procure a ratification of this Treaty, under the seal of the Honorable Company, and under the hands and seals of the Honorable the President and Council of Bombay within thirty days after this date.

(Sd.) ROBERT GAMBIER¹

TREATY OF PURANDAR (1 March, 1776)

¹ C.U. Aitchison (1876), *A collection of treaties, engagements, and sanads relating to India and neighbouring countries*, Vol. V, pp. 21-28.

ARTICLE 1

Peace shall be established and take place from this day between the Honorable the English Pradhan and his Ministers, Sakharam Bapu and Balaji Pandit, on part of all Marathas: and the following Articles are to be observed inviolably by both parties:—

ARTICLE 2

The peace is to be forthwith proclaimed between the Honorable Company and the Maratha State at the Presidency of Bombay and at all its dependencies, at the head of the English troops encamped at Mandvi, and in every part of the Gujarat Province where there are British subjects. The Maratha Government will also order proclamations to be made throughout all their dominions.

ARTICLE 3

The Peshwa, Rao Pandit Pradhan, and his Ministers being desirous of having Salsette and the small islands subdued by the English in this war restored to them, do offer to give in Bharuch. Colonel Upton having declared that he could not restore the said islands, it is therefore agreed that they shall remain as they now are, and that they shall write to the Honorable the Supreme Council of Fort William, and both parties engage to abide by their determination. If the Governor General and Council of Fort William do not restore them, they shall continue in the possession of the English, and the Marathas will then give up all right and title to the said islands; should the Governor General and Council of Calcutta restore Salsette with the said islands, the English will accordingly deliver them over to the Peshwa.

ARTICLE 4

The Marathas do agree to give to the English Company forever all right and title to their entire share of the City and *pargana* of Bharuch, as full and complete as ever they collected from the Mughals, or otherwise, without retaining claim of *chauth*, or any other demand whatever; so that the English Company shall possess it without participation or claim of any kind.

ARTICLE 5

The Marathas do agree (by way of friendship) to give forever to the English Company a country of three complete lakhs of Rupees, near or adjoining to Bharuch, on which there is to be no claim of *chauth*, or any other demand whatsoever. Two persons on the part of the Company and two persons on the part of Rao Pandit Pradhan to proceed and determine the place and boundaries, when the Peshwa will give the *sanads*.

ARTICLE 6

The Peshwa and Ministers agree to pay to the Company twelve lakhs of Rupees, in part of the expenses of the English army in two payments, viz., six lakhs within six months of the date of this Treaty, and the other six lakhs within two years of the same date.

ARTICLE 7

The English do agree that every part of the Gujarat country ceded to the Company by Raghunath Rao, or taken possession of by them, shall be forthwith restored with all the forts and towns thereunto belonging, except what is settled by this Treaty. The country ceded to the English by Sayajirao Gaekwad I, or Fatesingrao Gaekwad I, shall also be restored when it is proved by their letters and copies of the *sanads* granted by the former Peshwas, now in their (the Gaekwad's) hands, that they do not possess power or authority to make such cessions. The *parganas* of Chikhli and Koral, with the town of Variav, three villages of the *pargana* of Choryasi, and the village of Batta Gang are to continue as pledges in the possession of the English till the *sanads* for the country of three lakhs are made over. All Treaties and Agreements subsisting between the English and Raghunath Rao are hereby annulled; and those of Sayajirao and Fatesingrao, Gaekwads, are to be also annulled when the above-mentioned proofs are produced; and these Treaties are to be destroyed in the presence of the Peshwa's Ministers when they come to hand.

ARTICLE 8

The English do agree that the troops from the Presidency of Bombay are to be marched immediately into their own garrisons and districts.

ARTICLE 9

It is agreed that Raghunath Rao is to disband his army within one month of this date. His followers and adherents (except the servants about his person) are to separate within the same

time; and proclamation is to be made by the Maratha Government, granting a full pardon to all adherents and followers, and all such as have been in arms with Raghunath Rao, the four following excepted, *viz.*, Abaji Mahadu, Nur Khan Gardi, Tula Khidmatgar, and Karan Singh Chaukidar, who, for crimes and misdemeanors committed against the State, are forever banished the Maratha dominions.

ARTICLE 10

If Raghunath Rao refuses to disband his army, the English are to withdraw their forces, and are not to assist him.

ARTICLE 11

The conditions of the ninth Article being complied with, the Peshwa and Ministers then consent to establish a household for Raghunath Rao, consisting of one thousand horse and some foot, who are to be paid and relieved at the pleasure of Government, but to obey all legal orders given them by Raghunath Rao; also two hundred domestics to be chosen by Raghunath Rao and paid by Government. They will also cause to be paid to Raghunath Rao, to defray his other expenses, three lakhs of Rupees per annum, by monthly payments, at the rate of twenty-five thousand Rupees per month, conditionally, that he resides at Cooper Gang, on the banks of the Ganga Godavari. If at any time he may want to change his place of residence, application is to be made to the Peshwa without whose permission such a change is not to take place; and he is not to cause any disturbance or carry on improper correspondence with any person.

ARTICLE 12

It is agreed that no assistance is to be given by the English to Raghunath Rao, or to any subject or servant of the Peshwa that shall cause disturbances or rebellion in the Maratha dominions.

ARTICLE 13

The Peshwa, Rao Pandit Pradhan, and his Ministers, do declare that the *chauth* of Bengal and its dependencies has, for time out of mind, been part of the *jagir* of the Bhonsle; they therefore cannot withdraw it; but if the said Bhonsle, or any of his descendants, or successors, or any other person, cause disturbances by claiming or demanding the *chauth* on Bengal or its

dependencies, they do engage never to assist them themselves, or permit any Maratha Chief dependent on them or the Rajaship to give them any assistance.

ARTICLE 14

It is agreed that, in case of shipwreck of any English ships or vessels, or ships or vessels trading under their protection, on any part of the Maratha coast, every assistance shall be given by that Government and the inhabitants to save as much as possible; and the whole that may be saved shall be returned, all reasonable charges being defrayed by the owners. In like manner, the English Company engage their assistance should any Maratha ships or vessels be shipwrecked on any of their coasts.

ARTICLE 15

The Treaties between the Government of Bombay and the Marathas, dated July 1739 and 12 October, 1756, are to be held and continued in as full force as when they were first entered into; unless any Article or Articles of either of them should, in other manner, be provided for by this Treaty; in such case such Article or Articles are to be rejected, and those of this Treaty abided by.

ARTICLE 16

All other Treaties or Agreements subsisting between the Government of Bombay and the Maratha Government, not having undergone alteration or otherwise provided for by this Treaty, are to be held and continued in as full force as when they were first entered upon.

ARTICLE 17

It is agreed that, if Raghunath Rao has lodged any jewels belonging to the Peshwa, Rao Pandit Pradhan, in the hands of the English, they are to be restored on the obligation being complied with for which they were lodged.

ARTICLE 18

The Honorable the English Company shall be considered as the sole lords and proprietors of all the places ceded by this Treaty from the dates of the respective *sanads* or Grants, and are therein, accordingly, to exercise their own laws and authorities. And the Marathas are not to

cause any disturbance in any of the ceded countries, nor shall the English occasion any disturbance in the Maratha dominions.

ARTICLE 19

In the places hereby ceded to the Honorable Company, and in all the places restored to the Maratha Government by the English, it is agreed that both parties shall commence to collect the revenues thereof from the day on which they are delivered, and no demand of collection for any past time shall be made.

ARTICLE 20

A copy of this Treaty, under the seal of Colonel Upton, shall remain with the Ministers of the Maratha Government, and a copy shall be sent to Calcutta to be signed and sealed by the Honorable the Governor General and the Members of the Supreme Council of Fort William, and afterwards given to the Peshwa.

(Sd.) J. UPTON

The signature of Balaji Pandit

The signature of Sakharam Pandit

(Here it is dated)

(A translation)

(Sd.) A.R. M'PHERSON,
*Persian Interpreter*²

TREATY OF KUNDHELA (26 January, 1780)

ARTICLE 1

A Treaty between the Chiefs of the English Company and Fatesingrao Gaekwad I, *Shamsher Bahadur* is concluded under solemn engagements, that the friends of the one shall be the friends of the other, and the enemies of the one the enemies of the other. If anyone shall invade the territories of the English it shall be incumbent on Rao Shamsher to punish him,

² Aitchison, *Treaties, engagements, and sanads*, Vol. V, pp. 28-32.

and if anyone shall invade the country of the said Rao the Chiefs of the English Company shall use their endeavors to repel him. In this let no deviation happen.

The English and Fatesingrao agree to a league of defensive alliance, and to protect each other against all foreign enemies whatever.

ARTICLE 2

Whereas the ministers of Poona have repeatedly violated the Treaty which under the strongest engagements they entered into with the Chiefs of the English Company, and whereas they have committed various acts of hostility towards the English, and having also bound their loins with enmity against Fatesingrao Gaekwad I, *Shamsher Bahadur* have greatly oppressed him, wherefore it has become necessary for our mutual honor to check and resent the injuries which have been committed by the ministers of Poona, it is therefore at present agreed that having removed the government of the ministers of Poona from the country of Gujarat, we will conquer and possess ourselves of the whole country of Gujarat and the *subah* of Ahmedabad and make such an arrangement that the ministers shall not be able to receive or collect a single *dam* from that country.

The ministers of the Maratha State, by repeated violations of Treaty, as well as their late conduct having drawn on themselves the just resentment of the English; having also by undue acts of oppression proved themselves the enemies of Fatesing; for these reasons and because the most firm and sincere friendship has long subsisted betwixt the Honorable Company and Fatesing, the contracting parties mutually agree to enter immediately into an offensive league, excluding the government of Poona from all share of country in the province of Gujarat whatever.

ARTICLE 3

The share of the country of Gujarat belonging to the Gaekwad shall be continued and kept entire, and the share of the ministers of Poona shall be enjoyed by the English Company and Rao Shamsher Bahadur shall support and assist the Chiefs of the English Company in taking it and in keeping possession of it, and the Chiefs of the English Company shall not fail to support and assist Rao Shamsher Bahadur in the defense and maintenance of his share.

The English agree to support and defend Fatesing in possession of his share of the Gujarat province; and Fatesing is to assist and support the English in possessing themselves of, and maintaining the share now held by, the government of Poona.

ARTICLE 4

As it is of particular importance to settle the country, and as a Treaty of union is established betwixt Rao Fatesing Shamsher Bahadur and the English, Rao Shamsher Bahadur engages that he will supply for the present war three thousand horse as usual, and further as many more as he can at the requisition of the Chiefs of the English Company, and will perform all that is incumbent on a conjunction of interests.

In order to accomplish this service, as a firm friendship is now established betwixt the English and Fatesing, the latter agrees to join the English with three thousand horse according to custom, and as many more as he can possibly raise, to act in conjunction with them during the present war, whenever they shall call upon him to do so.

ARTICLE 5

Whereas in the divisions held by the Gaekwad and the ministers of Poona respectively, by reason of the double government which exists in the same town, and the vicinity of their villages to one another, disputes and quarrels daily take place, the collection of the revenues of the country is impeded and prejudiced, and the *ryots* are distressed: the English Chiefs are for these reasons desirous of settling a new partition, so that a Treaty having mutually taken place no differences may arise; and with a view to the interests and welfare of both a portion of country equal to the share held at present by the ministers of Poona, according to the established collections and customary receipts of revenue, shall, after the conquest of these districts, be given in exchange to the Company. It is intended that there shall not be a *dam* difference.

As the present mode of partition betwixt the Poona government and Fatesing is attended with great loss and inconvenience from the disputes that must arise from the interference of the officers of each in collecting the revenues of the same places and that lay interspersed with one another, it is agreed upon that a new settlement of the province of Gujarat shall take place for the mutual benefit and convenience of both parties, the express object of which will be an absolute and specific partition of the whole territory betwixt the Honorable East India

Company and Fatesing, according to the proportion of the revenues now respectively held by him and the Marathas.

ARTICLE 6

The city of Ahmedabad, together with the *parganas*, that is to say, the whole of the country lying on the other side of the river Mahi, which is now possessed by the Poona government, shall be conquered and given to Rao Shamsheer Bahadur, and in exchange for it the *parganas* of Surat *Atthavisi*, and the *chauth* of the city of Surat, shall be allotted to the share of the English Company; whatever difference may arise in the revenue of the respective shares by this exchange shall be adjusted according to the preceding Article.

Ahmedabad and its dependencies, that is to say, the country to the north of the river Mahi, now possessed by the Poona government, to be allotted to Fatesing, in lieu of which the English are to be put in possession of the Gaekwad division of the country, south of the Tapi, known by the name of *Atthavisi* and their share in the revenue of the city of Surat.

ARTICLE 7

Whenever Rao Shamsheer Bahadur shall require troops to conquer the country comprehended under the share of the ministers of Poona and lying on the other side of the river Mahi, they shall be supplied by the English Company.

The English will give such assistance of force as Fatesing may require conquering and putting him in possession of the Poona share of the country to the north of the Mahi.

ARTICLE 8

After the partition of the country of Gujarat is effected, each party shall have the sole government in the districts allotted to their respective shares, and shall have no dependence on one another except when any enemy shall invade the country of Rao Shamsheer Bahadur, in which case assistance shall be brought by the English Company; and if any enemy shall invade the share of country allotted to the English Company, Rao Shamsheer Bahadur shall afford support and assistance: and this partition of the country of Gujarat, which hath with mutual approbation been settled betwixt Rao Shamsheer Bahadur and the English Company, shall perpetually remain and be continued to their respective descendants and successors. In no respect shall it be broken through by either.

The final partition and settlement of the Gujarat province being made, each party is to have the distinct and sole government and possession of the division allotted to him, and to hold his share independent of and unconnected with the other, except when united for their common defense against a foreign enemy, which they mutually and in the most solemn manner agree to do in case of such attack being made upon either, and this partition and settlement mutually agreed to is to be binding upon them and their posterity forever.

ARTICLE 9

Agreeable to the representation of Rao Fatesing Bahadur the money which he annually sends to Poona must not be sent, he must keep it with himself; whenever any negotiation for peace shall take place with the ministers of Poona, the interest and welfare of Rao Shamsher Bahadur shall first be discussed. The interests of Rao Shamsher Bahadur and the interests of the Company are one and the same.

Fatesing having requested that the English support him in withholding the annual tribute hitherto paid by him to the Poona government, it is stipulated that the Honorable Company will do so till a final peace shall be concluded betwixt them and the Poona government, in which the interest of Fatesing shall be carefully and equally attended to with their own.

ARTICLE 10

As the above Article is for the advantage of Rao Fatesing Shamsher Bahadur, he, from the friendship and regard which he bears towards the Chiefs of the English Company, shall make over to the Company the district of Sinor, together with the villages of Bharuch, which are at present in his possession. Whatever difference may arise in the revenue of the respective shares by this exchange shall be adjusted according to the fifth Article.

In consideration of the advantage that will arise to Fatesing from the above Article, and as a proof of his sincere regard and friendship for the English, he agrees to cede to them the district of Sinor, and the villages situated in the Bharuch *pargana*, now belonging to him, both which are to remain forever in the possession of the Company.

ARTICLE 11

All the *parganas* and villages above mentioned shall be delivered over to the Chiefs of the Company from the day on which the city of Ahmedabad is delivered over to Rao Shamsher

Bahadur; from the day on which possession is taken of the city of Ahmedabad, the revenues of the above *parganas* shall be enjoyed by the English Company, and from that day no claim of collection shall be made on account of the time past in these *parganas*

All the countries and places made over to the English in this Treaty by Fatesing are to delivered into their hands, and the collections accounted for to them from the day that Fatesing is put in possession of the city of Ahmedabad; and no demand of collection for any past time is to be made on them by Fatesing.

ARTICLE 12

It is agreed that two copies of this Treaty be immediately sent to the Honorable President and Select Committee of Bombay for their approbation, and to be by them transmitted to the Honorable Governor General and Council of Fort William, under whose sanction it is concluded, in order to receive their final confirmation and ratification, after which one copy so authenticated is to remain with the Honorable President and Select Committee of Bombay and another with Fatesing.

(Sd.) T. GODDARD

(A true translation)
(Sd.) DALHOUSIE WATHERSTONE
*Persian Translator*³

TREATY OF SALBAI (17 May, 1782)

ARTICLE 1

It is stipulated and agreed to between the Honorable the English East India Company and the Peshwa, through the mediation of Mahadji Sindhia, that all countries, places, cities, and forts, including Bassein, & c., which have been taken from the Peshwa during the war that has arisen since the Treaty settled by Colonel Upton, and have come into the possession of the English, shall be delivered up to the Peshwa; the territories, ports, cities, & c., to be restored, shall be delivered in within the space of two months from the period when this Treaty shall

³ C.U. Aitchison (1909), *A collection of treaties, engagements and sanads relating to India and neighbouring countries*, Vol. VIII, pp. 25-30.

become complete (as hereinafter described), to such persons as the Peshwa, or his Minister, Nana Phadnavis, shall appoint.

ARTICLE 2

It is agreed between the English Company and the Peshwa that Salsette and three other islands, *viz.*, Elephanta, Karanja, and Hog, which are included in the Treaty of Colonel Upton, shall continue forever in possession of the English. If any other islands have been taken in the course of the present war, they shall be delivered up to the Peshwa.

ARTICLE 3

Whereas it was stipulated in the fourth Article of the Treaty of Colonel Upton, “that the Peshwa and all the Chiefs of the Maratha State do agree to give the English Company, forever, all right and title to the City of Bharuch, as full and complete as ever they collected from the Mughals or otherwise, without retaining any claim of *chauth*, or any other claims whatever, so that the English Company shall possess it without participation or claim of any kind;” this Article is accordingly continued in full force and effect.

ARTICLE 4

The Peshwa having formerly, in the Treaty of Colonel Upton, agreed, by way of friendship, to give up to the English, a country of three lakhs of Rupees, near Bharuch, the English do now, at the request of Mahadji Sindhia, consent to relinquish their claim to the said country in favor of the Peshwa.

ARTICLE 5

The country which Sayaji and Fatesing Gaekwad gave to the English, and which is mentioned in the seventh Article of the Treaty of Colonel Upton, being therein left in a state of suspense, the English, with a view to obviate all future disputes, now agree that it shall be restored; and it is hereby settled that if the said country be a part of the established territory of the Gaekwad, it shall be restored to the Gaekwad; and if it shall be part of the Peshwa’s territories, it shall be restored to the Peshwa.

ARTICLE 6

The English engage that, having allowed Raghunath Rao a period of four months from the time when this Treaty shall become complete to fix on a place of residence, they will not, after the expiration of the said period, afford him any support, protection, or assistance, nor supply him with money for his expenses: and the Peshwa on his part engages, that if Raghunath Rao will voluntarily and of his own accord repair to Maharaja Mahadji Sindhia, and quietly reside with him, the sum of Rupees 25,000 per month shall be paid him for his maintenance, and no injury whatever shall be offered to him by the Peshwa, or any of his people.

ARTICLE 7

The Honorable English East India Company and the Peshwa being desirous that their respective allies shall be included in this peace, it is hereby mutually stipulated, that each party shall make peace with the allies of the other, in the manner hereinafter specified.

ARTICLE 8

The territory which has long been the established *jagir* of Sayaji Gaekwad and Fatesing Gaekwad, that is to say, whatever territory Fatesing Gaekwad possessed at the commencement of the present war, shall hereafter forever remain on the usual footing in his possession; and the said Fatesing shall, from the date of this Treaty being complete, pay for the future to the Peshwa the tribute as usual previous to the present war, and shall perform such services, and be subject to such obedience, as have long been established and customary. No claim shall be made on the said Fatesing by the Peshwa for the period that is past.

ARTICLE 9

The Peshwa engages that whereas the Nawab Hyder Ali Khan having concluded a Treaty with him, hath disturbed and taken possession of territories belonging to the English and their allies, he shall be made to relinquish them; and they shall be restored to the Company and Nawab Muhammad Ali Khan. All prisoners that have been taken on either side during the war shall be released; and Hyder Ali Khan shall be made to relinquish all such territories belonging to the English Company and their allies, as he may have taken possession of since the ninth of Ramazan in the year 1181, being the date of his Treaty with the Peshwa; and the said territories shall be delivered over to the English and the Nawab Muhammad Ali Khan

within six months after this Treaty being complete, and the English, in such case, agree that so long as Hyder Ali Khan shall afterwards abstain from hostilities against them and their allies, and so long as he shall continue in friendship with the Peshwa, they will in no respect act hostilely towards him.

ARTICLE 10

The Peshwa engages, on his own behalf, as well as on behalf of his allies, the Nawab Nizam Ali Khan, Raghuji Bhonsle Sena Saheb Subah, and the Nawab Hyder Ali Khan, that they shall, in every respect, maintain peace towards the English and their allies, the Nawab Asaf-ud-Daulah Bahadur, and the Nawab Muhammad Ali Khan Bahadur, and shall in no respect whatever give them any disturbance. The English engage on their own behalf, as well as on behalf of their allies, the Nawab Asaf-ud-Daulah, and the Nawab Muhammad Ali Khan, that they shall in every respect maintain peace towards the Peshwa and his allies, the Nawab Nizam Ali Khan, and Raghuji Bhonsle Sena Saheb; and the English further engage on their own behalf, as well as on behalf of their allies, that they will maintain peace also towards the Nawab Hyder Ali Khan, under the conditions specified in the 9th Article of this Treaty.

ARTICLE 11

The Honorable East India Company and the Peshwa mutually agree that the vessels of each shall afford no disturbance to the navigation of the vessels of the other: and the vessels of each shall be allowed access to the ports of the other, where they shall meet with no molestation, and the fullest protection shall be reciprocally afforded.

ARTICLE 12

The Peshwa and Chiefs of the Maratha State hereby agree that the English shall enjoy the privilege of trade, as formerly, in the Maratha territories, and shall meet with no kind of interruption; and, in the same manner, the Honorable East India Company agree that the subjects of the Peshwa shall be allowed the privilege of trade, without interruption, in the territories of the English.

ARTICLE 13

The Peshwa hereby engages that he will not suffer any factories of other European nations to be established in his territories, or those of the Chiefs dependent on him, excepting only such

as are already established by the Portuguese; and he will hold no intercourse of friendship with any other European nations: and the English on their part agree that they will not afford assistance to any nation of Deccan or Hindustan at enmity with the Peshwa.

ARTICLE 14

The English and the Peshwa mutually agree that neither will afford any kind of assistance to the enemies of the other.

ARTICLE 15

The Honorable the Governor General and Council of Fort William engage that they will not permit any of the Chiefs, dependents, or subjects of the English, the gentlemen of Bombay, Surat, or Madras, to act contrary at any place to the terms of this Treaty. In the same manner, the Peshwa Madhava Rao Pandit Pradhan engages that none of the Chiefs or subjects of the Maratha State shall act contrary to them.

ARTICLE 16

The Honorable East India Company, and the Peshwa Madhava Rao Pandit Pradhan, having the fullest confidence in Maharaja Subahdar Mahadji Sindhia Bahadur, they have both requested the said Maharaja to be the mutual guarantee for the perpetual and invariable adherence of both parties to the conditions of this Treaty; and the said Mahadji Sindhia, from a regard to the welfare of both States, hath accordingly taken upon himself the mutual guarantee. If either of the parties shall deviate from the conditions of this Treaty, the said Maharaja will join the other party, and will, to the utmost of his power, endeavor to bring the aggressor to a proper understanding.

ARTICLE 17

It is hereby agreed that whatever territories, forts, or cities, in Gujarat, were granted by Raghunath Rao to the English, previous to the Treaty of Colonel Upton, and have come into their possession, the restitution of which was stipulated in the seventh Article of the said Treaty, shall be restored, agreeably to the terms of the said Article.

This Treaty, consisting of 17 Articles, is settled at Salbai, in the Camp of Maharaja Subahdar Mahadji Sindhia, on the 4th of the month of Jumada al-Sani, in the year 1197 of the Hijra, corresponding with the 17th of May 1782, of the Christian era, by the said Maharaja and Mr.

David Anderson: a copy hereof shall be sent by each of the above-named persons to their respective principals at Fort William and Poona, and when both copies being returned, the one under the seal of the Honorable East India Company, and signature of the Honorable the Governor General and Council of Fort William, shall be delivered to Maharaja Mahadji Sindhia Bahadur, and the other under the seal of the Peshwa Madhava Rao, Pandit Pradhan, and the signature of Balaji Pandit, Nana Phadnavis, shall be delivered to Mr. David Anderson, this Treaty shall be deemed complete and ratified, and the Articles herein contained, shall become binding on both the contracting parties.

(Written in the Maratha character, by Raghu Bhau Diwan) “In all seventeen Articles, on the fourth of Jumada al-Akhir, on fifth of Jeth Adhik in the Shukla Paksha, in the year 1182”.

(Subscribed in the Maratha character by Mahadji Sindhia) “Agreed to what is above written in Persian”.

(Sd.) DAVID ANDERSON

Witnesses

(Sd.) JAMES ANDERSON

” W. BLAINE

(A true translation)

(Sd.)

JAMES ANDERSON
*Assistant to the Embassy*⁴

SUBSIDIARY TREATY OF BARODA (6 June, 1802)

ARTICLE 1

Whereas certain Articles were, under date the 15th of March last answering to the 10th Zilkad, entered into, under the above-mentioned full powers, by the said contracting parties in reference to the war then carrying on against Malharrao, and providing for the Gaekwad government's defraying the whole expense thereof and for its subsidizing a permanent force from the Honorable Company, and ceding to them the *pargana* of Choryasi and the

⁴ Aitchison, *Treaties, engagements, and sanads*, Vol. V, pp. 41-45.

Gaekwad's share of the *chauth* of Surat; all these stipulations are herein declared to be in full force, and of equal strength and validity as if repeated in the present Treaty.

ARTICLE 2

Malharrao having commenced hostilities with the State of Anandrao Gaekwad, *Sena Khas Khel*, *Shamsher Bahadur*, and taking possession of Visnagar, induced Anandrao to solicit the assistance of a British force for the purpose of effectually reducing Malharrao and taking his fort of Kadi, upon which the English sent a force to Cambay, with a view of bringing the said Chieftain to reason, either by peaceable or hostile means; and the latter having in consequence being pursued, on account of Malharrao's not abiding by the advice of the English, the war has since terminated successfully for the State of Anandrao, who has in consequence entered on possession of the fort of Kadi and of its *parganas*, and of Malharrao's other territories, and made a provision for him in the *pargana* of Nadiad, ceding also to the English Company the *pargana* of Chikhli, situated in the district of the Surat *Atthavisi*, in full sovereignty forever, as a spontaneous mark of his gratitude for their assistance in overcoming this opposition to his authority.

ARTICLE 3

By the second Article of the Convention of the 15th of March last it is stipulated that *jaidad* or landed funds equal to the income of Rupees 65,000 per month shall be assigned to the Honorable Company to defray the expense of the subsidized force; but as, from the present encumbered and mortgaged state of the districts composing the Gaekwad principality, these assignments cannot be effected, and the Honorable Company put into possession during the current year beginning from the Mirgh of 1859, or June 1802, it is hereby agreed that the payment of the subsidy for this term shall be secured, according to the condition of a separate bond executed for this purpose, under the present date, and that the assignment of land to the Honorable Company shall be effectively and fully accomplished by the Mirgh of 1860, beginning in June 1803. This subsidy to be chargeable to the Gaekwad State from the period referred to in the Convention of 15th of March.

ARTICLE 4

The second Article of the Convention of 15th March last, proposing to effect a reduction in the number of the Arab force under the Gaekwad government, the principal obstacle to which

consists in want of ready money funds for the liquidation of the arrears of such part of the said establishment as it is proposed to disband, and the Honorable Company meaning to extend to this effect some pecuniary assistance to the Gaekwad State, the repayment of this amount is to take place and be secured in manner following:—

The first payment of interest by the Mirgh of 1860, or June 1803; the second year's interest, and one-third of the principal, by the Mirgh of 1861, or June 1804; and all the remaining principal and interest by the Mirgh of 1862, or June 1805. But in the event of failing in the above stipulated payments, the revenue of the *parganas* of Baroda, Koral, Sinor, Petlad and Ahmedabad, to the full amount of the *rusud*, which will be about Rupees 11,75,000 per annum, shall be collected by the Company, in proportion to the advance that may be made by them; and when this debt is fully paid, the collection of that part of the revenue from the above-named *parganas* shall revert again to the administration of the government of Baroda.

ARTICLE 5

There shall be a true friendship and understanding between the Honorable English East India Company and the State of Anandrao Gaekwad, in pursuance of which the Company will grant the said Chief its countenance and protection in all his public concerns, according to justice and as may appear to be for the good of the country, respecting which he is also to listen to advice. And the State of the Gaekwad having represented sundry points to the Governor in which it is interested, he has assured Raoba of the general attention of the Honorable Company to protect the administration of Anandrao in all their rights, and to be aiding to its concerns with His Highness the Peshwa, or elsewhere, on all just occasions, where their assistance may prove requisite and useful.

ARTICLE 6

For the cultivation and promoting the permanency of the good understanding between the two States, there shall be a constant good correspondence kept up between them, and agents reciprocally appointed to reside with each.

ARTICLE 7

In future the subjects of each State who may take refuge with either shall be delivered up, if the State from which such party or parties shall have fled appear to have any demand of debt, or any just claim against him or them; but as a free intercourse between the countries and the

two governments is also intended, frivolous claims against parties resorting from their own to the other jurisdiction are not to be preferred, and in all serious cases cordiality will be shown.

ARTICLE 8

This agreement to be binding and permanent when ratified by the Supreme Government of Bengal, which, in all political concerns, controls all the other Presidencies; but in the meantime to be in full force.

In witness whereof the parties to the foregoing Articles of Agreement have interchangeably put their hands and seals, in Cambay, this 6th day of June, in the year of our Lord 1802.

(Sd.) JONATHAN DUNCAN

Signed, sealed, and delivered in the presence of

(Sd.) A. WALKER

” KAMALUDDIN⁵

TREATY OF BASSEIN (31 December, 1802)

ARTICLE 1

The peace, union and friendship, so long subsisting between the two States, shall be promoted and increased by this Treaty and shall be perpetual. The friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree that all the former Treaties and Agreements between the two States, now in force and not contrary to the tenor of this Engagement, shall be confirmed by it.

ARTICLE 2

If any power or State whatever shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependents or allies, and after due representation shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand.

⁵ Aitchison, *Treaties, engagements and sanads*, Vol. VIII, pp. 33-35.

For the more distinct explanation of the true intent and effect of this Agreement, the Governor General in Council, on behalf of the Honorable Company, hereby declares that the British Government will never permit any power or State whatever to commit with impunity any act of unprovoked hostility or aggression against the rights and territories of His Highness, Rao Pandit Pradhan Bahadur, but will at all times maintain and defend the same in the same manner as the rights and territories of the Honorable Company are now maintained and defended.

ARTICLE 3

With a view to fulfill this Treaty of general defense and protection, His Highness Rao Pandit Pradhan Bahadur agrees to receive, and the Honorable East India Company to furnish, a permanent subsidiary force of not less than six thousand regular Native Infantry, with the usual proportion of field pieces and European artillerymen attached, and with the proper equipment of warlike stores and ammunition, which force is to be accordingly stationed, in perpetuity, in His said Highness' territories.

ARTICLE 4

For the regular payment of the whole expense of the said subsidiary force, His Highness Rao Pandit Pradhan Bahadur hereby assigns and cedes, in perpetuity, to the Honorable East India Company, all the territories detailed in the Schedule annexed to this Treaty.

ARTICLE 5

As it may be found that certain of the territories ceded by the foregoing Article to the Honorable Company may be inconvenient from their situation, His Highness Rao Pandit Pradhan Bahadur, for the purpose of rendering the boundary line of the Honorable Company's possession a good and well defended one, agrees that such exchanges of talukas or lands, shall be made hereafter, on terms of a fair valuation of their respective revenues, as the completion of the said purpose may require. And it is agreed and covenanted that the territories to be assigned and ceded to the Honorable Company by the 4th Article, or in consequence of the exchange stipulated eventually in this Article, shall be subject to the exclusive management and authority of the said Company and of their officers.

ARTICLE 6

Notwithstanding the total annual expense of the subsidiary force is estimated at twenty-five lakhs of Rupees, His said Highness hath agreed to cede, by Article 4, lands estimated to yield annually the sum of twenty-six lakhs of Rupees, the additional lakh being intended to meet possible deficiencies in the revenues of the said lands, and save the Honorable Company from loss.

ARTICLE 7

After the conclusion of this Treaty, and as soon as the British Resident shall signify to His Highness Rao Pandit Pradhan Bahadur, that the Honorable Company's officers are prepared to take charge of the districts ceded by Article 4, His Highness will immediately issue the necessary *parwanas* or orders to his officers, to deliver over charge of the same to the officers of the Honorable Company. And it is hereby agreed and stipulated, that all collections made by His Highness' officers subsequently to the date of the Treaty and before the officers of the Honorable Company shall have taken charge of the said districts, shall be carried to the credit of the Honorable Company, and all claims to balances from the said districts, referring to periods antecedent to the conclusion of this Treaty, shall be considered as null and void.

ARTICLE 8

All forts situated within the districts to be ceded as aforesaid shall be delivered to the officers of the Honorable Company with the said districts; and His Highness Rao Pandit Pradhan Bahadur engages that the said forts shall be delivered to the Honorable Company without being injured or damaged and with their equipment of ordnance, stores, and provisions.

ARTICLE 9

Grain, and all other articles of consumption, and provisions, and all sorts of materials for wearing apparel, together with the necessary numbers of cattle, horses, and camels, required for the use of the subsidiary force, shall be entirely exempted from duties; and the Commanding Officer and officers of the said subsidiary force shall be treated in all respects in a manner suitable to the dignity and greatness of both States. The subsidiary force will, at all times, be ready to execute services of importance, such as the protection of the person of His Highness, his heirs, and successors, the overawing and chastisement of rebels, or excitors of disturbance in His Highness' dominions, and the due correction of his subjects or dependents, who may withhold the payment of the Sarkar's just claims; but it is not to be

employed on trifling occasions, nor like *sibandi* to be stationed in the country to collect the revenues, nor against any of the principal branches of the Maratha Empire, nor in levying contributions from Maratha dependents in the manner of *Mulukgiri*.

ARTICLE 10

Whereas much inconvenience has arisen from certain claims and demands of the Maratha State affecting the City of Surat, it is agreed that a just calculation shall be made of the value of the said claims by His Highness Rao Pandit Pradhan Bahadur and the Government of Bombay; and in consequence of the intimate friendship now established between the contracting parties, His Highness Rao Pandit Pradhan Bahadur agrees, for himself, his heirs and successors, to relinquish, forever, all the rights, claims, and privileges of the Maratha State affecting the said City of Surat, and all collections on that account shall cease and determine from the day on which this Treaty shall be concluded; in consideration of which act of friendship the Honorable East India Company agrees that a piece of land, yielding a sum equal to the estimated value of the said claims of the Maratha State, shall be deducted from the districts ceded by Article 4; and on the same principle, and from similar considerations, His Highness, further agrees, that the amount of the collections made for the Poona State, under the title of *nagabandi*, in the *parganas* of Choryasi and Chikhli, shall be ascertained by an average taken from the receipts for a certain number of years, or by such other mode of calculation as may be determined on, and His said Highness doth further agree, for himself, his heirs and successors, to relinquish forever the *nagabandi* collections aforesaid, and they shall accordingly cease from the conclusion of this Treaty. And it is agreed and stipulated, that a piece of land, yielding a sum equal to the amount of the said *nagabandi* collections, shall be deducted from the districts ceded by Article 4, in the same manner as stipulated in regard to the *chauth* of Surat.

ARTICLE 11

Whereas it has been usual for His Highness Rao Pandit Pradhan Bahadur to enlist and retain in his service Europeans of different countries, His said Highness hereby agrees and stipulates, that in the event of war breaking out between the English and any European nation, and of discovery being made that any European or Europeans in his service, belonging to such nation at war with the English, shall have meditated injury towards the English, or have entered into intrigues hostile to their interest, such European or Europeans,

so offending, shall be discharged by His said Highness, and not suffered to reside in his dominions.

ARTICLE 12

Inasmuch as, by the present Treaty, the contracting parties are bound in a general defensive alliance, for mutual defense and protection against all enemies, His Highness Rao Pandit Pradhan Bahadur consequently engages never to commit any act of personal hostility and aggression against His Highness the Nawab Asaf Jah Bahadur, or any of the Honorable Company's allies or dependents, or against any of the principal branches of the Maratha Empire, or against power whatever, and in the event of differences arising, whatever adjustment the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence.

ARTICLE 13

And whereas certain differences, referring to past transactions, are known to subsist between the Sarkar of His Highness Rao Pandit Pradhan Bahadur and the Sarkar of His Highness the Nawab Asaf Jah Bahadur, and whereas an amicable adjustment of those differences must be highly desirable for the welfare and benefit of both the said Sarkars, His Highness Rao Pandit Pradhan Bahadur, with a view to the above end, agrees and accordingly binds himself, his heirs and successors, to fulfill and conform to the stipulation of the Treaty of Mahr; and His Highness Rao Pandit Pradhan Bahadur further agrees, that on the basis of the fulfillment of the said Treaty of Mahr, and of the claims of His Highness the Nawab Asaf Jah Bahadur to be totally exempted from the payment of *chauth*, the Honorable Company's Government shall be entitled to arbitrate and determine all such points, as may be in doubt or difference between the Sarkars of their Highnesses aforementioned; and His Highness Rao Pandit Pradhan Bahadur further agrees, that in the event of any differences arising between his Government and that of His Highness the Nawab Asaf Jah Bahadur, at any future period, the particulars of such differences shall be communicated to the Honorable East India Company, before any act of hostility shall be committed on either side, and the said Honorable Company interposing their mediation, in a way suitable to rectitude, friendship, and union, and mindful of justice and established usage, shall apply themselves to the adjustment of all such differences, conformable to propriety and truth, and shall bring the parties to a right Company's Government, weighing things in the scale of truth and justice, shall determine,

that determination shall, without hesitation or objection, meet with the full approbation and acquiescence of both parties. It is however agreed that this stipulation shall not prevent any amicable negotiations which the Honorable Company and the Courts of Poona and Hyderabad, respectively, may be desirous of opening, provided no such negotiation shall be carried on between any of the three parties without full communication thereof to each other.

ARTICLE 14

Whereas a Treaty of friendship and alliance has been concluded between the Honorable Company and Raja Anandrao Gaekwad Bahadur, and whereas the said Treaty was meditated and executed, without any intention that it should infringe any of the just rights or claims of His Highness Rao Pandit Pradhan Bahadur affecting the Sarkars of the said Raja, His said Highness adverting thereto, and also to the intimate alliance now established between the contracting parties, doth hereby formally acknowledge the existence of the said Treaty between the Honorable Company and Raja Anandrao Gaekwad Bahadur; and inasmuch as, by reason of certain unfinished transactions, the conclusion of which has been suspended from time to time, various demands and papers of accounts are found to subsist between the Government of His Highness Rao Pandit Pradhan Bahadur and the Sarkar of the Raja aforementioned, His said Highness, placing full reliance on the impartiality, truth, and justice of the British Government, doth hereby agree that the said Government shall examine into and finally adjust the said demands and papers of accounts, and His said Highness further stipulates and binds himself, his heirs and successors, to abide by such adjustment as the British Government shall accordingly determine.

ARTICLE 15

The contracting parties will employ all practical means of conciliation to prevent the calamity of war, and for that purpose will, at all times, be ready to enter into amicable explanations with other States, and to cultivate and improve the general relations of peace and amity with all the powers of India, according to the true spirit and tenor of this defensive Treaty. But if a war should unfortunately between the contracting parties and any other power whatever, then His Highness Rao Pandit Pradhan Bahadur engages, that with the reserve of two battalions of sepoys, which are to remain near His Highness' person, the residue of the British subsidiary force, consisting of four battalions of sepoys with their artillery, joined by six thousand infantry and ten thousand horse of His Highness' own troops, and making together an army

of ten thousand infantry and ten thousand cavalry, with the requisite train of artillery, and warlike stores of every kind, shall be immediately put in motion, for the purpose of opposing the enemy; and His Highness likewise engages to employ every further effort in his power, for the purpose of bringing into the field, as speedily as possible, the whole force which he may be able to supply from his dominions, with a view to the effectual prosecution and speedy termination of the said war. The Honorable Company, in the same manner, engage on their parts, in this case, to employ in active operations against the enemy, the largest force which they may be able to furnish over and above the said subsidiary force.

ARTICLE 16

Whenever war shall appear probable, His Highness Rao Pandit Pradhan Bahadur engages to collect as many *banjaras* as possible, and to store as much grain as may be practicable in his frontier garrisons.

ARTICLE 17

As by the present Treaty the union and friendship of the two States is so firmly cemented that they may be considered as one and the same, His Highness Rao Pandit Pradhan Bahadur engages neither to commence nor to pursue, in future, any negotiations with any other power whatever, without giving previous notice and entering into mutual consultation with the Honorable East India Company's Government; and the Honorable Company's Government, on their part, hereby declare that they have no manner of concern with any of His Highness' children, relations, subjects, or servants, with respect to whom His Highness is absolute.

ARTICLE 18

Inasmuch as, by the present Treaty of general defensive alliance, the ties of union are, with the blessing of God, so closely drawn, that the interests of the two States are become identified, it is further mutually agreed, that if disturbances shall at any time break out in the districts ceded to the Honorable Company by this Agreement, His Highness Rao Pandit Pradhan Bahadur shall permit such a proportion of the subsidiary troops as may be requisite to be employed in quelling the same within the said districts. If disturbances shall, at any time, break out in any part of His Highness' dominions contiguous to the Company's frontier, to which it might be inconvenient to detach any proportion of the subsidiary force, the British Government, in like manner, if required by His Highness Rao Pandit Pradhan Bahadur, shall

direct such proportion of the troops of the Company as may be most conveniently stationed for the purpose, to assist in quelling the said disturbances within His Highness' dominions.

ARTICLE 19

It is finally declared that this Treaty, which, according to the foregoing Articles, is meant for the support and credit of his said Highness' Government and to preserve it from loss and decline, shall last as long as the sun and moon shall endure.

Signed, sealed, and exchanged at Bassein, the 31st of December, Anno Domini 1802, or the 5th of Ramazan, Anno Hijri 1217.

(Sd.) B. CLOSE,
Resident at Poona

(The Peshwa's signature.)

(A true copy.)

(Sd.) M. WILKS,
*Private Secretary*⁶

THE DEFINITIVE TREATY OF BARODA (21 April, 1805)

ARTICLE 1

All the stipulations of the engagements heretofore made between the contracting parties *viz.*, on the 15th of March, 6th June, and 29th July 1802, are hereby confirmed, and are to bind the contracting parties, their heirs and successors, forever.

ARTICLE 2

The friends and enemies of either party shall be the friends and enemies of both; and if any power shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependents or allies, and after due representation shall refuse to enter into amicable explanation, or shall deny the just

⁶ Aitchison, *Treaties, engagements and sanads*, Vol. V, pp. 52-58.

satisfaction which the contracting parties shall have required, the contracting parties will proceed to prosecute such further measures as the case shall appear to demand.

ARTICLE 3

Whereas, in conformity to the agreements heretofore made between the Honorable Company and the Maharaja Anandrao Gaekwad, *Sena Khas Khel, Shamsher Bahadur*, a subsidiary force of two thousand men was subsidized, and inclusive of the half augmentation of the subsidiary force first fixed upon, the Maharaja Anandrao Gaekwad, *Sena Khas Khel, Shamsher Bahadur* agrees to receive, and the Honorable Company to furnish, a permanent subsidiary force of not less than three thousand regular native infantry, with one company of European artillery, and their proportion, viz., two companies of gun-lascars, with the necessary ordnance, and warlike stores and ammunition, which force is to be stationed in the territories of the said Anandrao Gaekwad, *Sena Khas Khel, Shamsher Bahadur*.

ARTICLE 4

The subsidiary force will at all times be ready to execute services of importance, such as the protection of the person of Anandrao Gaekwad, *Sena Khas Khel, Shamsher Bahadur*, his heirs and successors, the overawing and chastisement of rebels and excitors of disturbance in his territories, and due correction of his subjects or dependents who may withhold the payment of the Sarkar's just claim; but it is not to be employed on trifling occasions, nor like *sibandi*, to be stationed in the country to collect the revenue. One battalion of these forces, however, or such a proportion of them as the performance of the foregoing services may require, will proceed to Kathiawar when there may be a real necessity for it; but the English Government, whose care and attention to all the interests of the Gaekwad State cannot be doubted, must remain the judge of this necessity.

ARTICLE 5

In order to provide the regular payment of the whole expense of this subsidiary force Anandrao Gaekwad, *Sena Khas Khel, Shamsher Bahadur* has ceded by the agreements aforesaid, viz., dated the 15th March, 6th June, and 29th July 1802, and 2nd June 1803, districts and other funds, of which a Schedule (A) is annexed to this Treaty, of the yearly net value of Rupees 11, 70,000. This cession is confirmed by this Treaty, and Anandrao Gaekwad, *Sena Khas Khel, Shamsher Bahadur* hereby cedes the districts of which the Schedule is annexed,

with all the rights of sovereignty thereof, and all the forts which they contain, in perpetuity, to the Honorable Company.

ARTICLE 6

The districts of Choryasi, Chikhli, Surat *chauth*, and Kheda have been ceded to the Honorable Company by Anandrao Gaekwad, *Sena Khas Khel*, *Shamsher Bahadur* as a proof of his friendship, and as a testimony of his sense of the benefit which he has received from his alliance with the Honorable Company's government. The cession of these districts is confirmed by this Treaty, and Anandrao Gaekwad, *Sena Khas Khel*, *Shamsher Bahadur* hereby cedes the districts above mentioned, with all the rights belonging to the sovereignty thereof, and all the forts which they contain, in perpetuity, to the Honorable Company.

ARTICLE 7

Whereas the Honorable Company have at different periods assisted Anandrao Gaekwad, *Sena Khas Khel*, *Shamsher Bahadur*, both from their own funds and those of bankers, with advances of money, a particular account of which, as well as of the funds assigned for the payment of the same, is contained in the Schedule annexed, marked B, it is hereby agreed that the full amount of the *rusud* of the districts therein named, according to the provisions in the eighth Article of the agreement of the 29th July, shall be collected on account of the Honorable Company, and the persons therein referred to, until these debts and interest due upon them shall be fully paid; and for the past or any future advances which the Company's government may make to that of the Gaekwad, *mahals* shall be assigned as their security.

ARTICLE 8

Grain, and all other articles of consumption and provisions, all sorts of materials for wearing apparel, together with the necessary numbers of cattle, horses, and camels required for the use of the subsidiary force shall be exempted from duties in the territories of Anandrao Gaekwad, *Sena Khas Khel*, *Shamsher Bahadur*, and the commanding officer and the officers of the subsidiary force shall be treated in all respects in a manner suitable to the importance of the trust placed in them and the dignity of the British Government. In like manner shall the officers of the Gaekwad Government meet with similar consideration and respect from the Honorable Company. In consideration also, of the goodwill and friendship which has so long happily subsisted between the Honorable Company and the Gaekwad Government, such

goods and articles as may be *bona fide* required for the private use or consumption of that family, or of the ministers, shall be allowed to be purchased at Surat and Bombay, and to be sent from thence free of duties, on being accompanied by a passport from the Resident at Baroda.

As the Deccan is the native country of the Marathas, who inhabit or serve in Gujarat, such of this nation as may be in the Gaekwad service shall be allowed to pass and re-pass freely, with their families, through the Honorable Company's territories.

It is expressly understood that the admission of this Article is not to sanction, or in any shape to authorize, the transit of merchandise or of prohibited goods.

ARTICLE 9

The Maharaja Anandrao Gaekwad, *Sena Khas Khel, Shamsher Bahadur* hereby engages that he will not entertain in his service any European or American, or any native of India, subject of the Honorable Company, without the consent of the British Government; neither will the Company's government entertain in their service any of the Gaekwad servants, dependents, or slaves, contrary to the inclination of that State.

ARTICLE 10

Inasmuch as by the present Treaty the contracting parties are bound in an alliance for mutual defense and protection, Anandrao Gaekwad, *Sena Khas Khel, Shamsher Bahadur* engages never to commit any act of hostility or aggression against any power whatever; and in the event of difference arising, whatever adjustment the Honorable Company's government, weighing matters in the scale of truth and justice, may, in communication with the Gaekwad Sarkar, determine, shall meet with full approbation and acquiescence.

ARTICLE 11

Whereas there are certain unfinished transactions between His Highness the Peshwa and Anandrao Gaekwad, *Sena Khas Khel, Shamsher Bahadur*, and there exist certain papers of accounts which are unadjusted, Anandrao Gaekwad, *Sena Khas Khel, Shamsher Bahadur* doth hereby agree that the Honorable Company's government shall examine into and finally adjust the said transactions, papers, and accounts, and the demands resulting therefrom; and Anandrao Gaekwad, *Sena Khas Khel, Shamsher Bahadur* binds himself, his heirs and

successors, to abide by such adjustment as the British Government shall accordingly determine. Further in respect to these unsettled pecuniary affairs existing with the governments of His Highness the Peshwa and the Gaekwad, it behooves the latter to repose a similar faith in the British Government as the Peshwa, who has agreed to abide by the adjustment of these concerns.

This settlement shall be effected by the Honorable Company after taking into mature consideration the impoverished state of the Gaekwad finances; and the latter government entertains a full conviction that no oppressive demand will be enforced under the Company's mediation.

ARTICLE 12

If notwithstanding the defensive nature of the agreement between the contracting parties, and their desire to cultivate and improve the relations of peace with all the powers of India, war should unfortunately break out, it is agreed that, with the reserve of a battalion of native infantry to remain near the person of the Maharaja Anandrao Gaekwad, *Sena Khas Khel*, *Shamsher Bahadur*, of such proportion as may appear necessary for the security of Gujarat, the residue of the subsidiary force, with their ordnance and public stores and ammunition, shall be immediately put in motion for the purpose of opposing the enemy.

The troops of the Maharaja Anandrao Gaekwad, *Sena Khas Khel*, *Shamsher Bahadur* shall accompany the British troops to the boundaries of Gujarat in order to terminate the war. Should, however, any great exigency arise, the circumstances shall be mutually considered, and the best means in the power of the contracting parties pursued to terminate the same.

ARTICLE 13

As the enemies of both States are the same, those who are in opposition to the Gaekwad Government, or in rebellion to it, can never, while acting in this manner, be admitted to the friendship of the Honorable Company; but should Kanhojirao Gaekwad, who comes under this description, repent and submit himself, it will be advisable to allow him a suitable pension, on which he may subsist and reside at Bombay, or at any other place which may be equally safe and convenient.

Neither Kanhojirao Gaekwad nor Malharrao Gaekwad will have any other claim on the Gaekwad Government than the pension which has been assigned to the latter, and that which may eventually be assigned to the former.

ARTICLE 14

When the subsidiary troops will take the field, the Maharaja Anandrao Gaekwad, *Sena Khas Khel, Shamsher Bahadur* will supply such quantities of grain and *banjaras* to attend the army as the resources of his country may afford, the British Government defraying the expense thereof.

ARTICLE 15

If disturbances shall at any time break out in the Honorable Company's territories or districts bordering on those of the Maharaja Anandrao Gaekwad, *Sena Khas Khel, Shamsher Bahadur*, the said Maharaja Anandrao Gaekwad shall consent to the employment of such a proportion of the subsidiary force as may be requisite to quell the same; and if at any time disturbances shall break out in any part of the Maharaja Anandrao Gaekwad, *Sena Khas Khel, Shamsher Bahadur's* territories, to which it might be inconvenient to detach a proportion of the subsidiary force, the British Government will, in like manner, at the requisition of the said Maharaja Anandrao Gaekwad, *Sena Khas Khel, Shamsher Bahadur* detach such a proportion of the troops of the Company as may be most conveniently situated to assist in quelling the said disturbances in the Maharaja Anandrao Gaekwad, *Sena Khas Khel, Shamsher Bahadur's* territories.

ARTICLE 16

In future the subjects of each State, who may take refuge with either shall be delivered up, if the State from which such parties shall have fled appear to have any demand of debt or any just claim against him or them; but as a free intercourse between the countries under the two governments is also intended, frivolous claims against parties resorting from their own to the other's jurisdiction are not to be preferred, and in all serious cases cordiality will be shown.

ARTICLE 17

The contracting parties hereby bind themselves to take into consideration hereafter the commercial relations between their respective territories, and to settle them in due time by a commercial treaty.

Done at Baroda, the 21st April A.D. 1805

Ratified by the Governor General-in-Council on 18th March 1806

**AMENDED ARTICLE OF THE TREATY concluded between the
HONORABLE COMPANY and MAHARAJA ANANDRAO
GAEKWAD on the 21st April 1805**

ARTICLE 13

As the enemies of both States are the same, those who are in opposition to the Gaekwad Government, or in rebellion to it, can never, while acting in this manner, be admitted to the friendship of the Honorable Company; but should Kanhojirao Gaekwad, who comes under this description, repent and submit himself, it will be advisable to allow him a suitable pension, on which he may subsist, and reside at Bombay, or at any other place which may be equally safe and convenient.

Neither Kanhojirao Gaekwad nor Malharrao Gaekwad will have any other claim on the Gaekwad Government than the pension which has been assigned to the latter, and that which may eventually be assigned to the former; nor will any future measure be taken with respect to those persons, or to any of the several dispersed members of the Gaekwad family, otherwise than in full communication with, and by the free consent of, Anandrao, the reigning prince and the acknowledged legal head of the family.

Ratified by the Gaekwad on the 10th September 1806⁷

TREATY OF POONA (13 June, 1817)

ARTICLE 1

Whereas Trimbakji Dingle, by the murder of Gangadhar Shastri, the public minister of the Gaekwad State, rendered himself obnoxious to public justice, and it became the peculiar duty

⁷ Aitchison, *Treaties, engagements and sanads*, Vol. VIII, pp. 61-69.

both of the Honorable East India Company's Government and of that of His Highness Rao Pandit Pradhan Bahadur to inflict on him such punishment as might mark their detestation of his crimes and deter others from committing the like atrocities; and whereas Trimbakji Dengle has escaped from the custody of the Honorable East India Company's Government, to which he was made over by Rao Pandit Pradhan Bahadur, and has since added to his crimes by assembling banditti and committing various acts of plunder and murder, His Highness Rao Pandit Pradhan Bahadur solemnly engages never to afford to the said Trimbakji any countenance or protection whatever, but to use his utmost efforts to seize and deliver him up to the Honorable East India Company; and until such time as the said Dengle may be delivered up, the family of the said Dengle are to remain as hostages in the hands of the Honorable Company's Government; His Highness Rao Pandit Pradhan Bahadur also engages severely to punish all who participated in the said Trimbakji's rebellion, and who have not surrendered themselves according to His Highness' proclamation.

ARTICLE 2

All Articles of the Treaty of Bassein, and of the Supplemental Articles concluded at Poona, which are not contrary to the tenor of the present engagement, are hereby confirmed.

ARTICLE 3

By the eleventh Article of the Treaty of Bassein, His Highness Rao Pandit Pradhan Bahadur engages to dismiss all Europeans, Natives of States at war with Great Britain, who shall meditate injury towards the English. His Highness Rao Pandit Pradhan Bahadur now engages never to admit into his territories any subject of any European or American power whatever, without the previous consent of the British Government.

ARTICLE 4

By the (17th) seventeenth Article of the Treaty of Bassein, His Highness Rao Pandit Pradhan Bahadur engaged neither to commence nor pursue in future any negotiations with any power whatever, without giving previous notice to, and entering into mutual consultation with, the Honorable East India Company's Government; in order to the more effectual fulfillment of this Article, His Highness Rao Pandit Pradhan Bahadur hereby engages neither to maintain wakils or other Agents at the Court of any power whatever, nor to permit the residence of wakils or other Agents from any power whatever at his Court, and His Highness further

engages to hold no communication with any power whatever, except through the Resident or other Minister of the Honorable Company's Government residing at His Highness' Court; and His Highness Rao Pandit Pradhan Bahadur hereby for himself, and for his heirs and successors, recognizes the dissolution in form and substance of the Maratha Confederacy, and renounces all connection whatever with the other Maratha powers, whether arising from his former situation of executive head of the Maratha Empire, or from any other cause. Nothing contained in this Article shall affect any rights which His Highness Rao Pandit Pradhan Bahadur may possess over any Chiefs of the Maratha State between the rivers Narmada and Tungabhadra, and to the west of the western frontier of His Highness the Nizam's dominions, who are now in obedience to His Highness Rao Pandit Pradhan Bahadur. His Highness, however, renounces all claims on the Raja of Kolhapur, and on the Government of Sawantwadi, and engages to advance no claims on the lands of their Highnesses Sindhia, Holkar, the Raja of Berar, and the Gaekwad, which may be situated within the limits before-mentioned.

ARTICLE 5

His Highness Rao Pandit Pradhan Bahadur specially renounces all future demands on His Highness Maharaja Anandrao Gaekwad Bahadur, whether resulting from the former supremacy of the said Rao Pandit Pradhan Bahadur, as executive head of the Maratha Empire, or from any other cause; but as various demands and papers of accounts, arising from certain unfinished transactions, subsist between the Government of His Highness Rao Pandit Pradhan Bahadur and the Government of the Maharaja above-mentioned, which His Highness Rao Pandit Pradhan Bahadur agreed, by the fourteenth Article of the Treaty of Bassein, to submit to the arbitration of the Honorable Company's Government, those demands are hereby declared to be in force as far as relates to past times; but His Highness Rao Pandit Pradhan Bahadur now consents, that in the event of the payment of the annual sum of four lakhs of Rupees by Maharaja Anandrao Gaekwad Bahadur, the above agreement shall be set aside, and the said Maharaja shall be discharged from all claims whatever on the part of the said Rao Pandit Pradhan Bahadur. In case His Highness Maharaja Anandrao Gaekwad Bahadur should not consent to the payment of the annual sum of four lakhs of Rupees, then the agreement above-mentioned, which forms part of the (14th) fourteenth Article of the Treaty of Bassein, shall remain in force and binding on both parties, but His

Highness Rao Pandit Pradhan Bahadur hereby distinctly renounces all future claims on His Highness Maharaja Anandrao Gaekwad Bahadur.

ARTICLE 6

In the fourth Supplemental Article to the Treaty of Bassein, it is agreed that in time of war His Highness Rao Pandit Pradhan Bahadur shall appoint and furnish five thousand cavalry and three thousand infantry, with a due proportion of ordnance and military stores, to join and act with the British subsidiary force, and in addition thereto, His Highness agrees to employ in the war such further force as he shall be able to bring into the field. That Article is hereby annulled; and in lieu thereof it is agreed that His Highness Rao Pandit Pradhan Bahadur shall place at the disposal of the British Government sufficient funds for the payment of a force of five thousand cavalry, and three thousand infantry, and the provision of due proportion of ordnance and military stores; on the fulfillment of which engagement the British Government shall have no further claim to the services of the contingent above-mentioned. But His Highness Rao Pandit Pradhan Bahadur shall still be bound as formerly to cooperate in the war with such a force as he may be able to bring into the field; the Honorable Company in the same manner engaging to employ in active operations against the enemy the largest force which they may be able to furnish over and above the subsidiary force.

ARTICLE 7

To enable the British Government to supply the place of the contingent above-mentioned, His Highness Rao Pandit Pradhan Bahadur hereby assigns, and cedes in perpetuity, to the Honorable Company all the territories and rights detailed in the schedule annexed to this Treaty, and His Highness expressly renounces all claims and pretensions of whatever description on the countries enumerated in the said schedule, and all connection with the Chiefs and Bhumias of those countries.

ARTICLE 8

As it may be found that certain of the territories ceded by the foregoing Article may be inconvenient from their situation, His Highness Rao Pandit Pradhan Bahadur, for the purpose of rendering the boundary line a good and well defined one, agrees that such exchange of *talukas* and lands shall be made hereafter, on terms of a fair valuation of their respective revenues, as the completion of the said purpose may require, and it is agreed and covenanted

that the territories to be assigned and ceded to the Honorable Company by the (7th) seventh Article, or in consequence of the exchange stipulated eventually in this Article, shall be subject to the exclusive management and authority of the said Company and their officers.

ARTICLE 9

His Highness Rao Pandit Pradhan Bahadur will immediately issue the necessary *parwanas*, or orders to His Highness' officers, to deliver over charge of the districts ceded by Article seventh to the officers of the Honorable Company, and it is hereby agreed and stipulated, that all collections made by His Highness' officers, subsequently to the commencement of the Hindu year (answering to the 5th of June 1817 A.D.), shall be carried to the credit of the Honorable Company, and all claims to balances from the said districts, referring to periods antecedent to the conclusion of this Treaty, shall be considered as null and void.

ARTICLE 10

All forts situated within the districts ceded as aforesaid shall be delivered to the officers of the Honorable Company, with the said districts, and His Highness Rao Pandit Pradhan Bahadur engages that the said forts shall be delivered to the Honorable Company without being injured or damaged.

ARTICLE 11

It is further agreed that if disturbances shall at any time break out in the districts ceded to the Honorable Company by this Agreement, His Highness Rao Pandit Pradhan Bahadur shall permit such a proportion of the subsidiary troops, as may be requisite, to be employed in quelling the same within the said districts.

ARTICLE 12

His Highness Rao Pandit Pradhan Bahadur on his own part, and on the part of his heirs and successors, hereby cedes to the Honorable East India Company, in perpetual sovereignty, the fort of Ahmednagar, together with as much of the adjoining country as may be within two thousand (2,000) yards of the fort, measured from the foot of the glacis. His Highness Rao Pandit Pradhan Bahadur engages to furnish such pasture lands as may be required for the use of the subsidiary force, at the most convenient place adjoining to the cantonments of the different divisions of the said force; and although by the spirit of the Treaty of Bassein the

British Government is already entitled to send such troops into His Highness' territories as may appear requisite for the fulfillment of the terms of that Treaty, yet to remove all doubts on that point His Highness Rao Pandit Pradhan Bahadur further engages to admit the residence, within his dominions, of any number of British troops in addition to the subsidiary force that the British Government may think necessary, and to permit all British troops to pass through all parts of his dominions without obstruction, provided that nothing in this Article is to entitle the British Government to make any demand on His Highness for the expense of the additional troops so residing.

ARTICLE 13

His Highness Rao Pandit Pradhan Bahadur hereby cedes to the Honorable East India Company all his rights, interests, or pretensions, feudal, territorial, or pecuniary, in the province of Bundelkhand, including Saugor, Jhansi and the lands held by Nana Govind Rao, and agrees to relinquish all connection with the Chiefs in that quarter.

ARTICLE 14

His Highness Rao Pandit Pradhan Bahadur for himself, and for his heirs and successors, hereby cedes to the Honorable East India Company all his rights and territories in Malwa, which were secured to him by the 11th Article of the Treaty of Serje Anjengaum, and generally all rights and pretensions of every denomination which he may possess in the country to the north of the river Narmada, excepting those which he possesses in the province of Gujarat; and engages never more to interfere in the affairs of Hindustan.

ARTICLE 15

His Highness Rao Pandit Pradhan Bahadur formerly rented his share of the city and province of Ahmedabad, including the tribute of Kathiawar, to Bhagwantrao Gaekwad, at the rate of four lakhs and a half of Rupees per annum, and granted a *sanad* to that effect under date the twenty-seventh of Jumada al-Akhir (1205) one thousand two hundred and five. The tribute of Kathiawar formerly comprehended in that farm has been ceded to the British Government by the seventh Article of the present Treaty. His Highness now agrees to grant the remainder of the said farm in perpetuity to His Highness Maharaja Anandrao Gaekwad Bahadur, and to his heirs and successors, on the same terms as those contained in the above-mentioned *sanad*, dated the twenty-seventh of Jumada al-Akhir A.H., one thousand two hundred and five

(1205), excepting the terms contained in the second (2nd), eighth (8th), eleventh (11th), and fifteenth (15th) Articles, which are hereby abrogated and annulled. In consideration of the greatness of the actual revenue of the city and province of Ahmedabad, and likewise of the loss to which His Highness Rao Pandit Pradhan Bahadur has already been subjected by his renunciation of all future claims on His Highness Maharaja Anandrao Gaekwad Bahadur, and by his accepting an annual payment of four lakhs in lieu of all claims actually due up to the present day, it is agreed that the former sum of four lakhs and a half of Rupees shall still be paid for the farm of Ahmedabad, notwithstanding the separation of the tribute of Kathiawar.

ARTICLE 16

Whereas certain Articles of Agreement (six in number) regarding the settlement of the southern *jagirdars* were presented by the Resident at Poona to His Highness Rao Pandit Pradhan Bahadur, on the 6th of July, one thousand eight hundred and twelve (1812) A.D., to which, after a modification suggested by His Highness and submitted to him on the seventh of the same month, His Highness gave his entire consent, those Articles are hereby recognized and declared to be binding on both parties, as much as if they formed part of the present Treaty; and whereas various disputes have arisen regarding the muster of the troops of the said *jagirdars*, and the manners and periods of their service, His Highness Rao Pandit Pradhan Bahadur hereby agrees to be guided entirely by the advice of the British Government with regard to those subjects, and to issue no orders to the *jagirdars* without full concert with the British Government; His Highness hereby agrees to restore to the said *jagirdars* any of the lands included in their *sanads* which may now be in His Highness' possession; and in consideration of the recommendation of the British Government His Highness hereby consents to restore to Madhava Rao Rastia the *jagir* formerly held by him and resumed in the year one thousand eight hundred and fourteen, and to permit him to hold that *jagir* as formerly, under the guarantee of the British Government.

ARTICLE 17

The fort and territory of Maleghat having been taken possession of by the troops of His Highness Rao Pandit Pradhan Bahadur without concert with the British Government, and His Highness' occupation of that fortress having since occasioned various inconveniences to the other allies, His Highness Rao Pandit Pradhan Bahadur engages to withdraw his troops from Maleghat, and he hereby renounces all claims and pretensions to the said fort and territory,

and to all other territories occupied by his troops during the expedition of one thousand eight hundred and eleven.

ARTICLE 18

This Treaty, consisting of eighteen Articles, being this day settled and concluded at Poona by the Honorable M. Elphinstone, Moro Dikshit, and Balaji Lakshman, Mr. Elphinstone has delivered to His Highness the Peshwa a copy of the same in English, Persian, and Marathi, under the seal and signature of the said Honorable M. Elphinstone, and His Highness the Peshwa has delivered to the said Honorable M. Elphinstone another copy, also in English, Persian, and Marathi, bearing His Highness' seal, and the Honorable M. Elphinstone aforesaid has engaged to procure and deliver to His Highness without delay a copy of the same, duly ratified by His Excellency the Most Noble Francis Marquis Hastings, K.G., Governor General, &c., &c., in Council, on the receipt of which by His said Highness the present Treaty shall be deemed complete, and binding on the Honorable East India Company and on His Highness the Peshwa, and the copy now delivered to His said Highness shall be returned.

(Peshwa's Signature)

(Sd.)

HASTINGS

”

N.B. EDMONSTONE

”

A. SETON

”

G. DOWDESWELL

Ratified by the Governor General-in-Council, this fifth day of July, one thousand eight hundred and seventeen, at Fort William in Bengal.

(Sd.)

J. ADAMS,

*Acting Chief Secretary to Government*⁸

THE SUPPLEMENTAL TREATY OF BARODA (6 November, 1817)

⁸ Aitchison, *Treaties, engagements and sanads*, Vol. V, pp. 64-70.

ARTICLE 1

Whereas it has appeared highly expedient, in order effectually to provide for the maintenance of the interests of the alliance in Gujarat, and for the protection of the Gaekwad dominions, that the additional means to those provided by the 3rd Article of the Definitive Treaty, dated 21st April 1805, corresponding with 20th Muharram, 1220 Hijra, or Samvat 1861, in the month of Chaitra, should be furnished by the Honorable Company, the Maharaja Anandrao Gaekwad, *Sena Khas Khel*, *Shamsher Bahadur* agrees to receive, and the Honorable East India Company to furnish, an increase to the present subsidiary force of one battalion of native infantry, of not less than one thousand men, with two regiments of native cavalry, of the same strength and complement as the cavalry regiment belonging to the Poona subsidiary force; and the Maharaja further engages to the admission and residence in the Gaekwad territories of any number of British troops in excess to the subsidiary force, His Highness being liable to no additional charge on this account.

ARTICLE 2

The subsidiary forces will at all times be ready to execute the services expressed in the fourth Article of the Treaty dated 21st April 1805, corresponding with 20th Muharram 1220 Hijra, or Samvat 1861, in the month of Chaitra; and in the event of war breaking out with any of the powers of India, it is agreed, conformably to the 12th Article of the aforesaid Treaty, that with the reserve of a battalion of native infantry to remain near the person of the Maharaja Anandrao Gaekwad, *Sena Khas Khel*, *Shamsher Bahadur*, or such a proportion as may appear necessary for the security of Gujarat, the residue of the subsidiary force now composed of four battalions of native infantry of one thousand men each battalion, or five battalions of eight hundred men, and two regiments of native cavalry, with one company of European artillery, with their proportion of gun-lascars with the necessary ordnance and warlike stores and ammunition, shall be immediately put in motion for the purpose of opposing the enemy.

ARTICLE 3

For the regular payment of the expense of the augmentation of the subsidiary force, as stipulated in the 1st Article of this engagement, His Highness Anandrao Gaekwad, *Sena Khas Khel*, *Shamsher Bahadur* hereby assigns and cedes in perpetuity to the Honorable English East India Company all the rights which His Highness has obtained from the perpetual farm of the Peshwa's territories, subject to the city of Ahmedabad, as secured by the 15th Article of

the Treaty of Poona, dated 13th June A.D. 1817, corresponding with the 27th Rajab 1232 Hijra, or Samvat 1873, in the month of Jeshth, it being distinctly understood that the engagements to His Highness the Peshwa contingent on the farm of the said territories are to be performed by the Honorable Company, and no claim of any description on such account is at any time to be preferred against the Gaekwad Government. The territories comprehended in the farm of Ahmedabad are detailed in the Schedule B, annexed to this Treaty.

ARTICLE 4

Inasmuch as the *parganas* belonging to the Honorable Company of Dabhoi, Bahadurpur, and Savli, from their proximity to Baroda, are peculiarly valuable to the Gaekwad Government, it is accordingly agreed that these districts be made over in perpetuity and full sovereignty to His Highness Anandrao Gaekwad, his heirs and successors, and that His Highness assigns forever in full sovereignty his share of the city of Ahmedabad with the exception hereafter specified, and a proportion of the Gaekwad share of the Petlad district contiguous to the Company's territories, in perpetuity, and with all the rights of sovereignty thereof, in exchange for the aforesaid districts belonging to the Honorable Company, the territories of each party being received at the revenues specified in the annexed Schedule C. His Highness Anandrao Gaekwad, *Sena Khas Khel*, *Shamsher Bahadur* having retained possession of his fort or *haveli* in the city of Ahmedabad, and its dependent possessions known under the denomination of the Dascroi, it is further agreed and determined that His Highness only maintains a force in the said *haveli* sufficient for the purposes of revenue collections and police, and that His Highness' servants in the *haveli* will conduct themselves with strict regard to the rules and regulations within the city of Ahmedabad of the Company's Government. The Honorable Company, on the other hand, hereby promises that every proper accommodation shall be afforded from the public authorities in the city to the servants of His Highness Anandrao Gaekwad, *Sena Khas Khel*, *Shamsher Bahadur* residing at or stationed in the said *haveli*, as well as that all persons or troops subject to His Highness' authority at the *haveli* of Ahmedabad, or the Gaekwad Dascroi, shall not be amenable to the laws of the British Government, but made subject to His Highness' authority, who hereby agrees to afford satisfaction to the local authorities of the Honorable Company of adequate punishment according to his laws for any misconduct of his servants and dependents within the city of Ahmedabad. In consideration of the goodwill and friendship which has so long happily subsisted between the Honorable Company and the Gaekwad Government, such goods and

articles as may be *bona fide* required for private use or consumption of that family or of the ministers shall be allowed to be purchased at Ahmedabad, and to be sent from thence free of duties on being accompanied by a passport from the Resident at Baroda.

ARTICLE 5

Whereas by the exchange of districts stipulated in the foregoing Article, great advantages are derived in territorial extent and population from the possession of Dabhoi, Bahadurpur, and Savli, His Highness Anandrao Gaekwad, *Sena Khas Khel*, *Shamsher Bahadur*, adverting to this benefit, agrees to assign territory in the vicinity of Surat, or from his portion of the *pargana* of Petlad, in exchange for the Mughlai claims of the Honorable Company, in virtue of his possession of the Castle of Surat, on the districts belonging to the Gaekwad in the province termed Surat *Atthavisi*.

ARTICLE 6

By Schedule A to the Definitive Treaty, Maharaja Anandrao Gaekwad, *Sena Khas Khel*, *Shamsher Bahadur* ceded in perpetuity to the Honorable Company, for the expenses of a subsidiary force, certain districts with all the rights of sovereignty and produce thereof and all the forts they contain, from which districts the *pargana* of Vijapur has been exchanged for other districts of equal produce, as particularized in a separate list annexed thereto, conformably to which Maharaja Anandrao Gaekwad, *Sena Khas Khel*, *Shamsher Bahadur* engages to transfer in perpetuity all rights of sovereignty over those districts and all the forts which they contain to the Honorable Company, and the Honorable Company agrees to restore forever the whole right of sovereignty over the district of Vijapur and the forts which it contains to Maharaja Anandrao Gaekwad, *Sena Khas Khel*, *Shamsher Bahadur*; and whereas, in consideration of the Maharaja having consented to the exchange of the district of Vijapur, the Honorable Company do promise that they will not apply in future to the Maharaja, his children, heirs or successors, for the exchange of any of the districts ceded by the Definitive Treaty bearing date the 21st day of April 1805, corresponding with 20th Muharram 1220 Hijra, or Samvat 1861, in the month of Chaitra, or of the other districts now exchanged for Vijapur, or for the exchange of any territory whatever.

ARTICLE 7

Maharaja Anandrao Gaekwad, *Sena Khas Khel, Shamsher Bahadur* having represented to the Honorable Company that on the island of Bet and in the province of Okhamandal there are two places of Hindu religious worship and devotion, and that the Gaekwad Government should be put in possession of these places, and the Honorable English East India Company being disposed to comply with the earnest desire of the Maharaja, the province of Okhamandal and the island of Bet, with all the rights of sovereignty thereof and all the forts they contain, are accordingly given to the Maharaja Anandrao Gaekwad, *Sena Khas Khel, Shamsher Bahadur*, his heir or successors, in perpetuity, and the Maharaja, *Sena Khas Khel, Shamsher Bahadur* promises to allow in perpetuity a building on the island of Bet to the Honorable Company for depositing stores, free of any claim for tax or otherwise, and consents that all vessels, boats, servants, subjects, &c., belonging to the Honorable Company, as well as merchant vessels from the Honorable Company's ports, as may frequent any of the ports and places in the provinces of the Gaekwad Government, shall pass and repass without hindrance; and the Honorable Company, on the other hand, agrees that all vessels, boats, servants, subjects, & c., belonging to the Gaekwad Government, as well as merchant vessels from the ports of the Gaekwad Government, as may frequent the Honorable Company's ports, shall also pass and repass without hindrance. The Maharaja moreover promises that the person who may reside in charge of the Honorable Company's stores shall meet with no molestation whatever, and be treated with all due consideration.

ARTICLE 8

Whereas, by the second clause of the 12th Article of the Treaty of the 21st April 1805, corresponding with 20th Muharram, 1220 Hijra, or Samvat 1861, in the month of Chaitra, the Maharaja Anandrao Gaekwad, *Sena Khas Khel, Shamsher Bahadur* has stipulated to furnish his troops to act with the British forces on any great exigency. His Highness hereby further engages, in case of war, to bring forward the whole of his military resources for the prosecution of the war. The Honorable Company, on the other hand, agrees to take into consideration and determine the pretensions of the Gaekwad Government to benefit by any future partition of territory acquired in foreign wars. The Gaekwad Government also binds itself to maintain and hold at the disposal of the Honorable Company, to act with the subsidiary force wherever it may be employed, and to be subject to the general command of the officer commanding the British troops, a body of 3,000 effective cavalry to be supported exclusively at the expense of His Highness the Gaekwad, and that His Highness will conform

to the advice and suggestions of the British Government relative to the formation and equipment of the contingent of horse, its regular monthly payment, the condition of its arms and accouterments according to the customs of the Gaekwad Government; its muster to be personally taken by the head of the Gaekwad Government, and at the time of payment on the day of the new moon in every month, the Gaekwad Government and the Resident at Baroda will also take the muster thereof, or if the force is dispatched from Baroda on service, the officer who will be nominated by the Gaekwad Sarkar to its command and the officer who proceeds in command of the Honorable Company's troops shall jointly take the muster, agreeably to the aforesaid agreement made in that respect.

ARTICLE 9

The contracting parties being actuated by a sincere desire to promote and maintain the general tranquility and order of their respective possessions, and adverting to the intermixture of some of the territories belonging to the Honorable Company and the Maharaja Anandrao Gaekwad, *Sena Khas Khel, Shamsher Bahadur*, it is therefore hereby agreed that offenders taking refuge in the jurisdiction of either party shall be surrendered on demand without delay or hesitation.

ARTICLE 10

All Articles of the Definitive Treaty at Baroda, dated 21st April 1805, corresponding with 20th Muharram, 1220 Hijra, or Samvat 1861, in the month of Chaitra, not contrary to the present engagement, are hereby confirmed.

ARTICLE 11

The Supplemental Treaty, consisting of eleven Articles, being this day, 6th November 1817, corresponding with 25th Jilhez, 1232 Hijra, or Samvat 1873, in the month of Ashwin, settled and concluded at Baroda, to be binding and permanent when ratified by His Excellency the Most Noble the Marquis of Hastings, K.G., Governor-General-in-Council.

Done at Baroda, 6th November A.D. 1817

Witness:

J.R. CARNAC
Resident

Memo—This Treaty was ratified by His Excellency the Governor General in Camp, at Masawali, this 12th day of March one thousand eight hundred and eighteen.

(Sd.) J. ADAM
*Secretary to the Governor General*⁹

ADDITIONAL ARTICLE to the SUPPLEMENTAL TREATY, on a
separate negotiation concluded with HIS HIGHNESS SAYAJIRAO
GAEKWAD, the successor of HIS late HIGHNESS FATESING

It having been stipulated in the 4th Article of the foregoing Treaty that in exchange for the districts of Dabhoi, Bahadurpur, and Savli, one-half of the city of Ahmedabad, and a part of the villages in the Gaekwad share of the *pargana* of Petlad, be ceded to the Honorable Company, the contracting parties, on further consideration, have substituted the following arrangement, including therein a cession on account of the Mughlai dues on the districts belonging to the Gaekwad in the Surat *Atthavisi*, as agreed for in the 5th Article of the same Treaty, namely, the district known as the Gaekwad's Dascroi (inclusive of *dumala* and *inam* assignments), with the *haveli* in the city and the *qasba* of Mota and the *pargana* of Tadkeshwar in the Surat *Atthavisi*, as specified in the annexed detailed account of territories and rights so exchanged.

It being also mutually desirable, for the interest and convenience of both governments and to promote more effectually the consolidation of their power and authority, that the rights over the *qasba* town of Petlad shall be transferred to one or either of the contracting parties, His Highness Anandrao Gaekwad, etc., has agreed to cede in exchange for the Company's rights in the *qasba* of Petlad only his rights in the *qasba* town of Umreth.

(Sd.) J.R. CARNAC
Resident at Baroda

(Sd.) HASTINGS

” G. DOWDESWELL

” JAMES STUART

Ratified by the Governor-General-in-Council this 28th day of November 1818

⁹ Aitchison, *Treaties, engagements and sanads*, Vol. VIII, pp. 72-76.

(Sd.) J. ADAM,
*Chief Secretary to Government*¹⁰

¹⁰ Aitchison, *Treaties, engagements and sanads*, Vol. VIII, p. 79.