

## Chapter 9

### Guarantee to the land of tributary Girassias in the State.

Apart from certain subjects of the State to whom guarantee was given, there was a class, as a whole, guaranteed in the State, for which certain special procedure for the dispensation of justice and providing with other amenities were required to be created. This class consisted of Girassias. The word Girassia is derived from the term 'Giras' which will be explained later on. It was a more numerous class of people who considered themselves entitled to invoke the interposition of the British Government against the unfavourable decisions of the Baroda State to uphold their guarantee. This class consisted of:-

- 1) The descendants of the Mahikantha and Rewakantha tributaries who held Giras lands in the Baroda territory.
- 2) The descendants of the brethern and collaterals of the above tributaries, who were given by the latter lands in Baroda territory for their maintenance.
- 3) Some non-tributaryland holders who were residing in Rewa Kantha at the time of the settlement of 1825.

Here also the chief element of mischief was the interpretation of the guarantee by the political officers by which the area of guarantee was widened so as to include the dependents of the originally guaranteed Girassias, similar to that in the case of Navsari Desai's Gumastha (clerk), who thought himself to be guaranteed along with his employer; as he was dependent for his livelihood on his master's income. The first two sub classes did not possess the direct guarantee of the British Government, the guarantee in

their case was merely constructive. The theory was that as the British Government was responsible for the collection of tribute, all the sources of tribute must be safeguarded and no diminution in the revenues of the tributaries should be permitted. The origin of this theory laid in the history of the Girasias which is narrated in the following pages. Baroda Government, no doubt, took immediate exception to this theory when propounded and wrote that: "the ground does not appear to be tenable for in fixing the tribute, their possession under the direct administration of Baroda could hardly have been taken into account. They had and have larger possession outside." Baroda Government further clarified that\* "the guarantees given to them were in respect of their lands and villages in the tributary area on which the tribute of Baroda used formerly to be recovered by the Mulukgiri commanders at the head of the army. There was no intention that the lands or villages of these tributaries in the territory under the direct administration of Baroda should also be covered by guarantee", as these people had estates both in the tributary area and in the Khalsa Mahals under the direct authority of the Baroda Government.

"As in the case of the direct guarantee holders, the obligation under the British Government in respect of these people is interpreted in such a way as to perpetuate the state of things which existed at the time of the respective settlements of 1820 and 1825. The State is required to deal with their cases by a special procedure. They are exempt<sup>ed</sup> from the payment of stamp duty. Their lands

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\* H.P.O. From 'Reply given to the States Committee'

cannot be attached in satisfaction of decree of civil Courts. No new taxes of general applicability are allowed to be imposed on their lands, though the Girassias like other subjects participate in all the benefits of the improved administration. It was after much correspondence that the local Improvement Cess and Cotton Cess were allowed to be levied on the land of the Girassias. The immunity of the Girassias' holdings from taxation has been persisted in to such an extent (by the British Government) that people residing in them are not allowed to be subjected to the State Income Tax on incomes derived by them in the state outside such holdings. The revenue legitimately belong to the State and the claim deserves to be recognised!!\* The Baroda Government appeared to have protested very strongly in one of their periodical representations on this subject.

We may here halt for<sup>a</sup> little while to note how the immunity from the applicability of a general tax like local cess and Income tax were demanded by the Girassias through the Residency, which played an important role in pushing up their claims against the State.

#### Local Cess.

A ~~ex~~ Local Cess of one anna on every rupee that was assessable to the ordinary land revenue or that would have been so assessable had there been no alienation of such revenue had been levied on all lands in Baroda territory. The Baroda Government moved the Residency to give its consent to the levy of Local Cess on the lands of the guaranteed Girassias within His Highness' territory. It was explained that the cess was not a tax on particular lands but on all lands within the State and the measure was meant to provide funds for local works of public utility and convenience

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H.P.O. File No. 341/4. From note on the subject.

and to make better provision for education and sanitary improvements in the State, and that if the guaranteed Girassias were exempted they would enjoy the benefits at the expense of the other subjects of His Highness, which was not fair. The Resident replied that the essence of the settlements of 1820-1825 was that the Baroda Government should levy nothing more from guaranteed Wantas than they did at that time, and that the Girassias should pay only the 'tribute, Jamabandi, salami and Sarkar dues they paid at that time; that unless the levy could be identified with any fee paid to the Baroda Government, in or before 1820-25, or with a fee of later origin but sanctioned by usage, it could not be allowed. Besides, it was urged that the Wantadars were contributing towards the finances of the State in the shape of the fixed Salami or Sarkar dues and tribute; and that the Wanta cultivators were worse off than the cultivators of Sarkari lands, for they paid rent in addition to the Salami and if the cess were levied they would throw up the lands and thus the revenues of the Girassias would suffer and the guarantee be infringed.

To the issues thus raised by the Resident the Baroda Government further explained, "that the aim of the Kalambandis (Bonds) could not have been to stereotype the form of administration that then obtained, nor to defer all administrative reforms and progress; that the realisations were to go to the Local Boards to be spent in works of public utility, for which no special obligation was recognised at the time of the settlements, that the Giras rules of 1878 laid down that no special tax should be levied without the consent of the British Government, but that this did not restrict the levy of any general tax and that the right to do so was recognised from time to time, that the Wantadars contributed to the State

finances, but that the Local Cess was to go to the Local Boards and when they participated in the benefits of the public works, it was equitable that they should contribute towards their expenses, that the Cess would come out of the pockets of the cultivators, the right to tax whom was not open to question, and that the incidence was so light that they would not throw up the lands as apprehended."\* This point-wise reply to the issues was submitted to the Resident who was requested to refer the question to the Government of India.

We are, however, able to draw out from the Baroda point of view that they made out their stand on two fundamental considerations viz. an appeal to 'equity' that these Guaranteed Girassias should not be allowed to enjoy the benefits of the works of public utility and improved administration for which they have not contributed and secondly, the inherent right of the State to tax whom and what. <sup>On the other hand</sup> ~~But~~ the British Government based their arguments on considerations of 'faith' and their 'responsibility' towards Girassias.

Subsequently, the Baroda Government supplied the Resident with a statement showing that "there were 1,01,406 Bighas of guaranteed Giras lands in Baroda territory and that the amount of Local Cess leviable would approximately come to Rs. 7,667-8-0 per annum.\* On the Residency enquiring whether His Highness' Government levied any general tax on guaranteed Giras lands in the past the Dewan replied that the claim to levy a general tax had not been negatived in the past by the Government of India, and that such a right followed by implication from the prohibition contained in Rule 7

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\*H.P.O. Printed Papers From a note dated 15-9-12.

of the Rules of 1878 against the levy only of a special tax without the consent of the Government of India. This strong appeal, however, worked.

#### Levy of Income-tax.

Similar interesting story was about the imposition of Income tax. A Notification was issued for levying income tax from the inhabitants of Wanta Gabhans on incomes made by them outside the Wantas but within Baroda territories. The Residency urged that such an order might not be issued until their sanction was obtained. In the first instance, it was pointed out by His Highness' Government "that the imposition of the tax did not prejudicially affect the residents of the Wanta Gabhans as such, for such rights could extend only as far as the limits of those Gabhans; that if they made or received any non-agricultural income outside the Gabhan limits and within Baroda territory, they could only do so subject to the incidence to which such incomes were liable under any general measures obtaining in Baroda territory; and that if any Wanta resident claimed exemption under any particular circumstances or for special reasons, it was for him to establish his right in that respect in the Giras Courts." \* The Resident, however, took exception to the levy of the tax on the grounds that although many residents of Wanta holdings presumably enjoyed income in A.D. 1820 and 1825 from sources outside these holdings, still, no tax was then levied; that the imposition of a fresh tax is especially prohibited, and that under present agreement residents of these

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\*H.P.O. ~~from~~ Printed Papers From a Note dated 15-9-12.

lands should apparently continue to enjoy immunity from taxation on earnings derived from outside sources, etc.

Pending the final disposal of this question the levy of the tax was held in abeyance by the Baroda Government, but made a pointed reference to the anomalous position that existed.

"Nearly a century has elapsed since the Settlements of (1820-1825), when the class of people stood in need of some protection against the encroachments of the State. With the lapse of time, and with improvements in administration, the necessity has ceased to exist, and the anomaly of the privileged class, with a special procedure for them should be discontinued. The State may fully be trusted to deal with them fairly, as with other subjects. It detracts from the dignity of the State to have a class appealing to the political officer for intervention on all kinds of plausible grounds."\*

With this we may now pass on for the history of Mahi Kantha and Rewa Kantha Mul Girasias in much more details.

Mahikantha Girasias and their Bhayads or (Collaterals)  
and Rewakantha Girasias.

To understand the right meaning of the word 'Giras' we will have to know some of the technical terms which are co-related with

Giras Viz. "Wanta" their holders which were called "Wantadars" "Sulput", Tora Giras" "Vol" "Rukhopa" etc. in course of history.

Wantas:

By an arrangement made between the Mohomedan conquerors and ancient Lords of the soil in Guzerat, viz Rajputs ,Bhils and Kolees, the latter were allowed to retain the fourth part of their estates under the name of "Wanta". The larger portion of each village or estate which was retained by the Mohomedans was called "Sulput" \*

These Wantas were held free of tax and the general authorities of the holders over them was not disputed.

When the Marathas overran the country they contended themselves with exacting tribute, from these petty chiefs and respected the Wanta system as they found it.

In the confusion which attended the struggle between the gradually waning Muhomedan power and the vigorous Marathas in the eighteenth century the petty chiefs took the opportunity of securing to themselves a share of the plunder which was then going on. They descended from their holds and fastnesses in the jungles into rich plains of Guzerat and exacted from the open villages various dues under the names of "Tora Giras" (money stipend), "Vol" (Blackmail) "Rukhopa" (protective money) etc etc, which were levied either in cash or kind and bore the general name of "Giras".

When the English began to take an active part in the affairs

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\*Residency File No. 423 'Mahikantha Girassias'.



of Guzerat in the beginning of this century, the country was being distracted by two forms of sustematised revenue exaction from different quarters. On the one hand the petty chiefs were levying their dues as already described, and on the other the Marathas were sending out their annual 'Mulukgiri' or Revenue collecting Army which after exacting by a show of force a tribute from the petty chiefs, as the recognition due to the strong by the weak, 'wrung from the villagers en route what they could in the way of contributions to the free booters purse' and then handed them over to the mercies of the smaller powers.

The main objection of the first conventions that the British Government entered into with the petty land proprietors in Guzerat was to settle in perpetuity the tribute they were to pay to the Gaekwad and secure to them in return the dues which they at the time had established for themselves in the villages under the Maratha Dominion. In 1812,\* the system of perpetual settlement which was adopted in the neighbouring peninsula of Kathiawar in 1807 with great success, was introduced in the Mahikantha and an arrangement made with the petty chiefs by which they agreed to pay Gaekwad's dues on the average of what had been collected during the 10 preceding years.

A Security Bond of Sixteen Articles % was taken from them by which they bound~~ed~~ themselves to abstain from all lawlessness

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\* Aitchison's Treaties (P. 502)

% H.P.O Selections No. 26 Pp. 458-465 in Gujarati

No. C XXXVI of 1812 Aitchison's Treaties Vol. VI.

and plunder and the harbouring of plunderers, to refrain from parting with or pledging their lands, Giras, or villages without the consent of the Government, to assist in keeping the peace in their boundaries and to give compensation for robberies committed in them if satisfactorily traced and so on, in return for which they received the following assurance regarding the tenure of their Giras in Article 6 of the said Bond:-

"Our lawful dues, Giras, Wanta, Vol.Dan, ~~Rukhopa~~, whatever we have always enjoyed and claim either in the company's districts or in Talookdars or Zamindar's lands, we will give a detailed account of such to Government, and as Government shall provide for its payment we and our children to the latest posterity shall abide by what Government will give we will receive with gratitude. Should there be any boundary dispute it shall be referred to Government. What shall seem reasonable to Government to decide we will agree to."

With respect to this Bond it was strange that the Gaekwad's name should not be specifically mentioned in it; but there was both external and internal evidence to show that it referred to the Gaekwad. As Capt. F.H. Jackson, Assistant Resident pointed out, "in the first place it was to obviate the periodical advance of the Gaikwad's Mulukhgiri army and to settle the position of the - Maharattas with respect to the small proprietors that the perpetual settlement was made, and in the second place in third article of the Security Bond the Chief agreed to pay "Ghasdana" and "Jamabundi" according to the arrangement of Government which dues are of Maharatta origin and must have been intended to be paid to the Gaekwad or the Maharatha power concerned."\*

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\*Residency File No. 423 . 'Mahikantha Girassias'.

Again in 1820, the British Government entered into a Treaty\* with the Gaekwad with a view to promoting the peace and prosperity of the country and in order that he might receive his tribute from Kathiawar and Mahikantha without trouble and in this treaty it was agreed that the Gaekwad "shall not send his troops into the districts of the Zamindars (petty proprietors) of those provinces and shall not prefer any claims against the Zamindars without the arbitration of Company's Government." This interposition of British Government or Company's Government of the time divided the Mahikantha Girasias and the Gaekwad, severed all their direct relations so that they might never be able to unite against the British in future, was a high water mark of the British Diplomacy. It appeared that the step taken by them was necessary in the interest of peace and prosperity of the Country, but this weakness of both the parties was fully exploited by the British Government and in the name of benevolence their supremacy was fully established. In return of the undertaking by Gaekwad not to send his military for the exaction of the tribute, British Government engaged that the tribute including Kharajat as fixed by the settlements of Samvat 1864 (A.D. 1807-8) and Samvat 1868 (A.D. 1811-12) shall be paid by the Zamindars to the Gaekwad Government free of expense.

So that it may be inferred with good reason that the terms of the Security Bond of 1812 had reference to the Gaekwad's as well as that of the Company's and to the surrounding Talookdars.

It was important to consider how far this Bond was binding on the Gaekwad, because it had ever since 1812 been regarded as the

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\*A.K.T. Vol. VI E. 5 pp. 361-363.

"Magna Charta" of the Mahikantha Chiefs, the guarantee of their established rights and the witness of the period upto which they maintained their ancient independent position.

For fifty years after taking of the Security Bond from the Mahikantha Chiefs they were left by the political authorities and the Gaekwad to do very much as they liked. Col. Barton's (in his Joint Report with Col. Phayre on the Wanta System) description of the Rewa Kantha Chief's proceedings during this period was applicable to thos of the Mahi Kantha.

\*"Sec. 25. For a number of years too the Political Agent contended himself with collecting the Tribute and left the Mehwassee proprietors to do pretty much as they liked; not only on their own estates but in the Wantas attached to villages in Gaekwad's territory. (Capt. Jackson remarked that this seems to have been usurped and was not originally allowed when Wantas were first granted)% They exercised a rude sort of justice on these wantas and generally settled all differences amicably with the Wanta Patel. They mortgaged and alienated portions of these wantas at their will. They in some instances built houses on their Wanta properties and went to live there sometimes, but rarely they came into collusion with the Baroda local authorities and then invoked the aid of the Political Agent. His interference (this was to protect the Girasias in his guaranteed rights not to

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\*Melvill's Memorandum on Giras and Wantas. Appendix W Pp.222-223.

% Words in the brackets are mine.

exercise Civil or Criminal jurisdiction) was generally effectual and was not disputed by the Gaekwad's authorities.

"26. The subordinate Girasias meanwhile paid their yearly visits to their contributory villages. They put up at the Patel's home, enjoyed his hospitality for a day or two, smoked their pipes comfortably with the Patidars, levied their dues and went home again. There might often be a dispute as to the exact amount but friends were called in and the difference was amicably settled and the outside world heard little or nothing of the matter.

"27. But there was a rough awakening from this fool's paradise. In 1862, Khanderao Gaekwad established his Enam Commission. He directed that all "Huks" hitherto paid direct by the villages should be paid in future through the District authorities and that an Enam fee of two annas in the Rupee should be levied, that there should be an enquiry into all rent, free lands, and that meanwhile an attachment should be placed upon them. Great was the consternation and excitement that ensued, the Agency was inundated with petitions."

As in the Rewakantha, so in the Mahikantha the Political Agent began to be pestered with complaints of the petty chiefs in the time of Khanderao Gaekwad. They cried out that their Wantas were being encroached on and their guarantees outraged. The Political Agent could do no more than forward on their complaints to the Resident at Baroda. "He being in duty bound to see that the Gaekwad's rights were respected as much as the petty Chiefs began

to look around or see what these guarantees were and how far the  
ants  
complain~~x~~s were entitled to them." \*

Previous to this period the Bombay Government had ruled that if the Gaekwad withheld the payment of Giras, Political Agent, Mahikantha might deduct the amount due from the tribute to be paid by the sufferer. (Letter to the P.A. No. 1319 of 10th July 1838) %

So when in 1868@ Khanderao Gaekwad wished to levy Enam Commission fee of 2 annas in the rupee from the Mahikantha Chiefs, not being tributaries, he was induced to abandon the intention through the intervention of British Political Officers.

In 1866, the Government of Bombay<sup>had</sup>/ruled that "They (Government) were already entitled to insist that the Gaekwad should not withhold one of the principal sources from which the Tribute is collected." £

The Political Agents in the Mahikantha were anxious to apply the guarantee contained in the Security Bond of 1812 to all matters of Giras pending between the Chiefs and the Gaekwad and they also maintained that the rights enjoyed by the tributaries were extensible to their Bhayads or relatives.

This was, however, a question which the Resident at Baroda Col. Walker proposed to enquire into.

In Article 6 of the Security Bond it was stipulated that the

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\* Residency File No. 423  
% Do.  
@ Mellvill's Memo on Giras and Wanta.P.3.  
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the Chiefs should give a detailed account of their Giras to Government and as "Government shall provide for its payment \* \* \* we shall abide by it."

This detailed account, however, did not appear to have been given at all.

In 1868, Col. Wallace being aware of the deficiency was desirous of having a registry made of the claims of Mahikantha Chiefs both for 'Tora Giras' (money payment) or land. The Registry he said (letter dated 5th October 1865) <sup>was to</sup> ~~should~~ contain the name of the party and his present residence, the nature of his claim and the grounds on which he claimed British interference on his behalf.

On the 26th September of the same year he wrote as follows to the Political Agent , Mahikantha:-

" In the Rewakantha , however, we have the advantage of detailed specifications of the rights which came under guarantee which I believe to be wanting in the Mahikantha. In the latter province there were certainly issued a number of perwanas specifying the lands held by the chiefs and I recollect to have seen two or three of these in original. (I think the Thakore of Pethapur has or had one) but I fear the majority are lost, nor can I find counterparts here."

Col. Wallace, however, thought that as the position of the petty Chiefs in the Mahi and Rewakantha was almost identical the

agreement of the Gaekwad Darbar under Mr. Willoughby's Settlement would be applicable to them. He added in the same letter:

"In the first place the guarantee belongs only to those who were residents at the time and only in favour of the possessions they then enjoyed, in the second place, persons who were then residents but who have since gone to reside within Gaekwad's jurisdiction cannot claim them unless they return."

This latter point was settled by reference to Government.

To this letter Political ~~Gen~~ Agent replied \* (No. 699 dated 4th November 1865) saying that he thoroughly approved of the idea of making a registry as proposed and was of opinion that the guarantee applied to the Chiefs of the Mahikantha and their Bhayads and provided for the rights of Girassias such as Giras Rumvuttia Vechan and Pasaeeta.

With reference to Col. Wallace's suggestion that the guarantee of Mr. Willoughby in the Rewakantha should be considered extensible to the Mahikantha Chiefs in the year 1866. Col. Black, Political Agent Mahikantha forwarded to Col. Barr, the Resident at Baroda the case of \*"Gaburjee Duggulsee" whose Wanta in the Gaekwad village of Kokurwaraliad been interfered with by the Gaekwad authorities.

In reply Col. Barr forwarded a yad from the Darbar saying that they objected to the extension of Mr. Willoughby's settlement to any Chiefs but those mentioned therein and that the Bhayad (relations) of the tributaries in the Mahikantha were not entitled to the guarantee of Government for lands held in Gaekwad territory.



Col. Barr added that it might be necessary to refer the matter to Government and that he should be obliged to the Political Agent for any other argument he could advance in support of his and Col. Wallace's view.

In October of the same year the Political Agent wrote to the Resident with reference to Col. Wallace's letter above quoted ~~from~~ to say that "No parwanas of the nature alluded to (i.e. of the nature of detailed accounts of Giras for which the British Guarantee might be claimed) could be found in his office."

On the 17th December 1866, Col. Black, Political Agent in Mahikantha wrote to the Resident ~~asking~~ for his interference in the case of Javerjee Danajee and others, tributaries of the Gaekwad living in the Davishee Zilla, whose field situated in the Gaekwad's territory had been subjected to land tax, urging that lands of tributaries situated within the limits of villages of His Highness' Khalsa Mahals could not be taxed.

On the same day he forwarded another letter having reference to the case of one Bhopatsing Poonjabhai \* and others - tributaries whose field called "Amblio" in the Dehgaum Purgana of His Highness the Gaekwad had been interfered with by Gaekwad's manager, requesting the Resident to interfere to prevent the field being taxed.

No reply appeared to have been given to these two applications.

On the 11th December 1868, Major Law . Acting Political Agent in the Mahikantha forwarded to the Resident the complaints of four Tributaries named: %

- (1) Kathoji Bapujee,
- (2) Bhopat Sing,
- (3) Manajee , and
- (4) Bawaji Kessiji.

to the effect that their free lands in the Gaekwad's pergana of Dehgaum had been subjected to assessment and that they had been required to apply to Gaekwad's Civil Courts for remedy. He urged that

\*(2) as the Mattadars are tributaries and the lands in question formed part of their possessions, when the British Government guaranteed the Baroda tribute, they are not amenable to the Baroda Civil Courts, and still less to the summary process complained of."

"(3). I have, therefore, the honour to request that as in the case of Salree and other Wantas, His Highness' Mahal officers may be required to release their lands, and suffer the cultivators to pay the ~~M~~ujjey when due, preferring their claims to assess them before the representative of the British Government under whose protection they are."

With respect to a similar case Col. Law wrote to the Resident on the 16th December 1868.

"Now in the Salree case you~~r~~ concur that lands lying within His Highness the Gaekwad's limits which were the possession of the tributaries when Government guaranteed the Baroda tribute, are not amenable to the Baroda Civil Courts i.e. I conclude that the case is a political one referable to the Resident or Political Agent, it matters not which."

The reader would be able to see how the modification, through interpretation and interference of Political officer came to be attached to the original clause of the Security Bond of 1812.

With reference to this subject Col. Barr, reported to the Government of Bombay on the 14th November 1868 that he had "induced the Darbar to exempt from their civil Procedure lands lying within Baroda jurisdiction belonging to Talookdars of the Mahikantha for the collection of Tribute from whom the British Government is responsible."

The Government Resolution on this was that they "hoped the arrangement reported by Col. Barr will prove satisfactory."

The Salree case was a typical instance of such interference on the part of P.As. Village of Salree:

The case of the village of Salree was a claim made by the Thakores of Mansa for the payment of Wujjey (portion of revenue due to the landlord) from the village of Salree in the Gaekwad's perganna of Kadi which had been withheld for sometime by the Gaekwad's manager there.

The Government, in their Resolution No. 4032 of 19th December 1870 \* intimated that the chief of Mansa need not pay up any tribute until the arrears were settled.

In 1873<sup>1/2</sup>, the claim of the Rana of Danta, in the Mahikantha to a wanta of 52 Bighas in the Gaekwad's district of Pattan was one of importance. The Darbar refused to recognise his right, but offered him Rs. 5-1-1, the price of twelve maunds of grain, which they said

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\*Melvill's Memo P. 128. 128

1/2Melvill's Memo P. 70.

he should receive from the Wanta as Giras Huk.

The Rana protested against the decisions of the Darbar, and the Political Agent in forwarding the case to the Resident in letter No. 1058 of 12th November 1873, said:

"As Khoda is a place under your political charge, I must look to you to see justice done in this matter and have the honour to request, therefore, you will inform me if you confirm the decision of the Baroda Darbar or if you would wish that I should direct the Rana of Danta to send an agent to represent his claim before you."

If we try to see the causes of <sup>all</sup> these complaints that required settlement they were these:-

- "1. Encroachment by the Gaekwad Government on Wanta lands.
2. Imposition of regular assessment on such lands.
3. Imposition of increased Salami (quit rent) or extra cesses on such lands.
4. Prohibition by the Gaekwad Government to tenants cultivating Wanta lands to pay the usual share of produce (wujjey) to the Thakore, or non-rendering of assistance to the latter in realising the same.
5. Imposition of Enam Commssion tax on lands alienated by the Thakore to his dependents, but the reversionary interest which still belonged to him.
6. Non-payment of Giras dues.
7. Questions relating to water courses and rights of ~~with~~ way with reference to wanta holdings in the Gaekwad khalsa lands." (As summerised in a Residency Note

dated 31st October 1875)\*

The steps taken to obtain settlement of these claims have been, as contained in the above referred Residency Note,

- "(1) A complaint by the sufferer to the Political Agent Mahikantha,
- (2) A reference by him to the local Gaekwad authorities,
- (3) From them in case of failure an appeal to the Resident at Baroda, and
- (4) The passage of one or more yads between the Resident and the Darbar.

"The want of the Settled procedure", it further stated, "by which to treat these claims has laid them open to endless correspondence. In the last communication from the Political Agent, Mahikantha, he alludes to the extreme measure which has been occasionally resorted to of withholding the tribute to the Governor until he should have made good his own payments to the Chiefs and submits that it would be impossible for the chiefs to pay their tribute if they did not recover their "Huks". \* This dispute had thus came up to this stage in 1920 and the controversy continued beyond this date.

Mulgirassias of Amreli Mahals in Kathiawad.

Another class of Girassias which demanded the interference of the British Political Officers in their relations with the Gaekwad Government was the Mulgirassias of Amreli Mahals of His Highness' Dominion in Kathiawad. This was an important case of guarantee as it delayed for a considerable period, the reorganisation

of political arrangements in Kathiawar, pending its final solution. The allusion to this reorganisation has been made elsewhere and here we won't stop for its consideration, but proceed to trace the history of the dispute over this problem between Baroda Government and the British Government.

Upto the year 1820, the suzerainty of the whole of the Province of Kathiawar was vested in His Highness' Government is evident from the history of Gujarat. In that year the Hon'ble Mount Stuart Elphinstone, then Governor of Bombay, visited Baroda and persuaded His Highness Maharaja Sayajirao II to agree not to send his troops into the lands belonging to the Talookdars of Kathiawar and the Mahikantha as noted in the preceeding pages, without the consent of the British Government and not to prefer claims against the said Talookdars or other persons residing in the said provinces except through the medium of the British Government. The latter, on their part undertook to procure the payment of tribute free of expense to His Highness' Government.

The Baroda Government was of the opinion that by this arrangement His Highness' Government only delegated to the British Government the right to collect tribute from the Talukdars residing in Kathiawar, but remained in full sovereign possession of the Mahals of Amreli , Dhari, Damnagar, Kodinar and Okhamandal which continued under their direct sway. In these five Mahals the question of somebody else's jurisdiction could never have been thought of. But history has a different story to tell. "The arrangement of 1820",

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as understood by the Baroda Government" did not contemplate that the British Government was to interfere in any manner in the internal management of the said Mahals"\* The Baroda Government had reasons to believe this.

Later in 1823%, a Political Agency was established by the Government of Bombay for the exercise of the powers delegated to them by His Highness' Government. One of the ~~xxx~~ consequences of its establishment was that the Resident at Baroda ceased to exercise direct supervision over the political affairs of the province, and the Political Agent began to take cognisance of all disputes between the khalsa possessions of His Highness' Government and the neighbouring Talukdars of Kathiawar. This was a serious matter for the State, as they thought that the arrangement of 1820 never contemplated this." Not only this, but that Officer, over-looking the fact that His Highness' Government were enjoying full sovereign rights in their own territories, began to entertain complaints from their subjects, such as Kathi Girassias and other proprietors residing therein, in the same manner as he was doing with respect to similar subjects of the chieftains of Kathiawar.", the Baroda Government complained to the Residency. It further stated, "The Chieftains, however, had bound themselves in security Bonds passed in the name of His Highness' Government not to commit aggressions against their subjects. It was this which gave jurisdiction to the Political Officer against them. There was nothing of the kind so far as Baroda Mahals were concerned." The Political officers overlooked

this distinction. His Highness' Government having objected to the interposition of the Political Agent, the question was referred to the Hon'ble The Court of Directors whose injunctions were" not to interfere with His Highness the Gaekwad's jurisdiction." \*

In spite of these authoritative injunctions from the highest authority, it appeared that the Political Agent continued to take cognisance of the complaints from the Kathi proprietors, though His Highness' Government repeatedly refused to recognise his right to intercede on their behalf, as could be seen from the Darbar despatches on this question. The dispute lasted for a number of years, till in A.D. 1856, the Resident, who was then under the orders of the Government of India took measures to check the aforesaid - tendency on the part of the Political Agent to intervene in the internal affairs of the aforesaid districts. We may not ~~have referred~~ to the proximate causes of the controversy. Suffice it to say that as a result of the correspondence which ensued it was decided in 1861, with the approval of the Government of Bombay, to place the <sup>supervision</sup> political ~~suppression~~ over the Amreli Mahals in the hands of two British officers subordinate to the Resident at Baroda. One such Officer was to stay at Amreli and the other at Okhamandal. As regards the duties of the new Assistant Resident at Amreli, the Resident in Yadi No. 323 dated the 5th April 1861 wrote as follows:- %

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" Major Anderson, the Assistant Resident at Amreli

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\*Melvill's Printed Memorandum on Giras rights held in Baroda Territory P. 77.

%H.P.O. File No. 341/61.



Mahals, will not meddle in the Civil or Criminal or any kind of jurisdiction of the District in any way, but he will be the person through whom alone any communications will pass between the Political Agent, Rajkot, and your Manager and he will attend to the disputes between the Talukdars and the Amreli Mahals. "

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It seems that though the Resident conveyed the above assurance to His Highness' Government, he had a month previously issued the following instructions to his Assistant.\*

"In all matters concerning the Kathes and other Girassias, you will take a more ~~prominent~~ prominent part. You will carefully enquire into their complaints, both of the administration and of each other and afford them redress."

These two types of instructions were of contradictory nature, and the discrepancy particularly was that the latter instruction should have been cancelled when the subsequent yad of 5th April 1861 to the State was issued. This created a very anomalous position, detrimental to the State interest. However, the previous instructions of taking ~~xxx~~ a 'prominent part' remained uncanceled, and as such the Assistant Resident took cognisance of the complaints of the Kathis and other Girassias. When His Highness' Government came to know of this, they, as well as their local officials took exception to the procedure, and declined to give effect to the decisions arrived at by that officer in respect of their complaints.

Matters remained in this condition till 1875. In that year, on a motion from his Assistant at Amreli, Col. Sir Richard Meade, the then Agent to the Governor General and Special Commissioner administering the Baroda State carefully studied all the correspondence on the subject and drew up a note dated 7th August 1875\*. Sir Richard came to the conclusion that the correspondence relating to the arrangement of 1861 did not empower his Assistant Resident at Amreli to deal with the cases of Girassias or to entertain complaints from them; and owing to the tie between the officials of the State and the Assistant Resident settlement of all claims of this class remained in abeyance. In his letter dated 9th August 1875, to Baroda Government, in which the above referred note of 7th was enclosed, he further stated in the note this state of things could not be suffered to continue for long." It is presumed that Assistant Resident is empowered to deal in these cases as directed in 1861, subject to appeal to Darbar. But if this provision is not required then this order must be cancelled. Col. Wallace had ample verbal warrant to issue such order in 1861 from His Highness Khanderao and his ministers so that this predatory class may not take law into their own hands; and endanger the peace of the district.\* " Sir Madhavrao was asked to take interest in this matter personally and suggest what should be done in the matter as "Condition of the Gaekwadi Mahals in Kathiawar has been long, or it may be said, always one of lamentable misrule and

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\*H.P.O. File No. 279/40 'Amreli Girassias'.

however unwilling the British Government may have been to interfere in their internal affairs the necessity of securing the settlement of the Girassias and other predatory classes has compelled it to do so in them as in all parts of the peninsula in view to the suppression of brigandage and outlawry and the maintenance of peace and order. Such power in absence of any special guarantee on the part of superior power and in such exceptional circumstances is to be derived by in the interest of the District." The force of the argument of Sir Richard and the Validity of the representation of actual facts was such that even Sir Madhav Rao had to admit his weaker position in his reply saying that " (he admitted that) Amreli Mahals have long suffered from bad management perhaps due to the distance and isolation, but special attention is being given to the subject. Two responsible officers have been entrusted with the work and Assistant Resident is requested to extend as much help by cooperation, advice and sympathy to these officers without allowing to let appear the want of accord between him and the local officers of the state." This step, Raja Sir T. Madhav Rao took with a view to preserve the integrity of the authority of His Highness' Government as can be seen from his emphasising the suggestion 'without allowing to let appear the want of ~~xxx~~ accord" etc. This sagacity of this wise Dewan saved the State from many uncomfortable situations, in which the state used to land itself formerly. The two responsible officers were the District Judge at Amreli, and associated with him as a Joint Judge, another officer possessing local knowledge, for deciding the cases, <sup>and</sup> ~~of~~ thus new Special Girassia Court was established.

Sir R.Meade, being satisfied with the above arrangement, caused instructions to be issued to his Assistant at Amreli (Vide letter from Residency of 6th November 1875)\* not to interfere in future in the matter of complaints of the Girassias unless he was requested by the local authorities or authorised by his office to do so. The Assistant Resident also was to impress upon the Girassias of making use of the local remedies.

But this state of affairs could not last long. A couple of months after this, the Assistant Resident Mr. G.Mayne, reported to the Resident Mr. P.S. Melvill demi officially that some 20 Girassias waited on him and represented that they were not willing to submit their cases to the new Girassia Court, because

- (1) They had no faith in the constitution of the said Court in the event of their having any claims against His Highness' Government.
- (2) There was no appeal from the decision of the said Court, and
- (3) That fees were to be charged to them.\*

On this motion the Resident wrote to the Dewan in his letter dated 3rd March 1876 that he feels, firstly, that appeal should lie with the Baroda High Court and secondly the question of remitting the stamp fees should also be decided.

In reply to the above letter, Sir T.Madhav Rao informed the Agent to the Governor General that he had arranged to give to

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\*H.P.O. File No. 341/61.

the Girassias a right of appeal and that the Court was directed to levy the fees, only after the decisions were pronounced and not before, this being a special favour to the Girassias.

With respect to the first objection of the Girassias, Sir T. Madhav Rao wrote thus voluntarily to Mr. Melvill:-

"4. As regards suits of Girassias against the State, I hope that our newly organised Courts will do justice with every impartiality. As, however, the ignorant Girassias may not be able to realise this at once, I am willing that for some time Captain Mayne should hear any Girassia who may consider himself aggrieved by the judgment of the Varisht Court, and after seeing the judgment and record, communicate his views to you, and any advice you may be pleased to give in the matter will have the utmost attention of His Highness' Government."

It can be seen that the procedure laid down in 1875-76 was of a temporary duration. It was laid down by the administration voluntarily and without any requisition from the British authorities in respect thereof. As a matter of fact it was not required by any provision in the treaties or in the previous correspondence. <sup>now objected</sup> "It was, on the contrary, ~~protested by~~ the Baroda Government," against the express condition in the arrangement of 1820 (His Excellency the Governor's letter dated 3rd April 1820) that the Maharaja Gaekwar was to be entirely independent in the management

of his own territories. The Girassias did not and do not possess the guarantee of the British Government, and have therefore, no claim to the interposition on their behalf of the British authorities." In the second place Baroda Government maintained "Above all, as His Highness the Maharaja was then a minor the administration had no authority to curtail the independence of the State, contrary to the provisions of the treaty engagements. The agreement is revocable."\*

Looking to the position of Baroda State with regard to this controversy, it would even strike a layman that the mulgirassias had no British guarantee and that British intervention was unwarranted by any treaty engagement and lastly that the arrangements, if at all they were entered into provisionally during the minority period, <sup>were</sup> ~~and~~ revocable on the Maharaja taking into his hands the reigns of the State, <sup>or if he thought</sup> ~~which was~~ there <sup>was</sup> ~~is~~ a need of change. Baroda's position was therefore sound enough but the decision favourable to the State had to wait for more propitious time.

#### Sarakhadi case.

During this period there took place an important case viz. Sarakhadi case which could be treated as test case to know the British policy towards the question of mulgirassias.

Mul Girassias of Sarkhadi (a village in Amreli Mahals) who were ousted from their possessions in 1862, submitted their claim to the Special Court for adjudication in 1878, % which

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\*H.P.O. File No. 341/61  
%H.P.O. File No. 279/28 Part I

rejected their claims on the grounds that they failed to prove that they were Mul Girassias or that they held their lands under the Giras Tenure. On their appeal the Baroda High Court upheld their right on 20th April 1885 reversing the decision of the Special Court. The High Court even fixed up among other terms of their Giras tenure the quit rent (salami) at Rs. 1300/- Babashahi. On this verdict of the High Court, the Baroda Government twice preferred the appeals for the review of the case and <sup>thus</sup> got the decision in their favour. This had a very weakening influence on the soundness of the Baroda case. Naturally, the Resident was approached by the aggrieved parties. He, in turn, objected that the right of appeal lay only with the Girassias and Baroda Government could not claim that right for itself. Nearly twelve petitions were preferred in between 27th September 1885 and November 1893, but no definite reply was given by the Baroda Government. The Agent to the Governor General, thereafter, required the Baroda Government to effect following three points \* in the Sarakhadi case.

1. The date from which the mesne profit should be awarded;
  2. The annual quit rent of Rs. 1300/- payable by the Girassias;
  3. The costs in the case,
- in the manner disposed by him.

On the other hand, His Highness' Sirkar maintained that the interpretation all along put forward upon the arrangement arrived at 18 years ago had been different than that now put upon it. It said, "If judgments thus properly arrived at by the highest tribunal of the State be disturbed in this way is hardly to be expected but

to be deprecated," and after fully explaining the position as then stood, requested the Resident not to disturb after 20 years the settled procedure of giving justice through lawful Courts.

Col. J. Biddulph, the Agent to the Governor General replied to this letter on 28th August 1894\* and took a different stand altogether, and for the first time interpreted the arrangement in a different light altogether and which modified the terms of the agreement entirely. He said.

"Amreli Girassia Court' was constituted on entirely different principles to those of the other Courts of the Baroda State. The question, therefore, centres around the interpretation of the engagement of 1861, and 1876."

He further summarised the position of the Girassias as under:-

"Assistants to the Resident at Baroda in Amreli and Okhamandal were appointed (1) to save those districts from being included in the Kathiawar Political system (2) on account of internal troubles in those districts (3) to see that the Girassias and other turbulent classes received that justice which the Political Agent at Kathiawar had failed to secure and lastly (4) to review and give advice on judgments of the Varisht Court when they were adverse to the Girassias, was recognised as as portion of their duties in 1876"



and opined that the judgement of the Varisht Court dated 23rd April 1885 and 15th February 1887 should be given effect to.

The Baroda Government was put to much heart-rending and embarrassment. Their just cause was in the process of being lost to them. Col Biddulph's new meaning of the agreement surprised and pained the Baroda Government. The Dewan again requested the Agent to the Governor General to help kindly in maintaining the healthy existence and working of the Baroda State Tribunals and thus allow the State the undisturbed enjoyment of the right which is an inseparable prerogative of the Ruler in all Native States." The Dewan further assured the Resident that His Highness' Government was quite willing to treat this subject liberally and observed that the decision of the Huzur in their case was arrived at by a Committee composed of 5 important officers of the State including the late Minister Dewan Bahadur Laxman Jagannath and J.L.Jenkins exq. I.C.S. He also proposed the following settlement of the case:

1. Allowing the Girassias mesne profits from the 20th April 1885.

2. A cash sum of Rs. 2000/- \*

This settlement was accepted by the Resident with some hesitation and undertook to advise the Girassias accordingly but asked the State Government to give full and immediate effect to the terms of the settlement.

But the Rajputs of Sarakhadi did not accept this settlement and constrained by this the Agent to the Governor General referred

the matter to Government of India , which upheld the views of Agent to the Governor General that there can be no appeal from the Varisht Court decision and the aggrieved party may finally appeal to the Agent to the Governor General whose advice, will be heeded to with utmost attention.'

This was a vital change in the terms of the agreement. The decision went against the Baroda State and virtually the Agent to the Governor General was declared to be the final judge in all Giras matters.

However, there was a slight modification ~~xx~~ made on the representation of the Agent to the Governor General by the Government of India, 'that the special procedure of 1876, for referring the Girassia case to Assistant Resident applied only to the cases against Darbar and not to Girassias' case 'inter se'

#### Baroda's moving appeal.

In the whole question the precise stand by the Government of India with regard to the nature of the arrangement of 1875 was this.

\*"It appears that this Mul Girassias are the descendants of the Girassias who held Giras lands in the Amreli Mahals prior to the extension of the Gaekwad's authority over those Mahals, and that upto 1861, they were in the same position with respect to the protection of their rights as the other Mul Girassias of Kathiawar, for the decision

of whose cases, a special Court was established under a British officer in 1873.

\*"In 1861, the Baroda Darbar acquiesced in the arrangement made by the Resident by which the duties of enquiring into the complaints of the Mul Girassias both as against the Darbar and as between themselves and of redressing their wrongs were entrusted to the Assistant Resident at Amreli. This supervision was subsequently relaxed, until in 1874 the matter again claimed attention.

\*In 1875, in consequence of representations made to the Durbar by Sir R.Meade, a Court was established at Amreli with the special object of disposing of these Girassia cases, and in the following year provision~~x~~ was made allowing the Girassias to appeal to the Varisht Court. A concession was also made to them in the matter of Court fees and it was further provided that "for some time" the Assistant Resident, Amreli should hear any Girassia who might consider himself aggrieved by the judgment of the Varisht Court and should communicate his views to the Resident. It was also promised that any advice which the Agent to the Governor General might give in the matter would have the utmost attention of the Darbar.

\*"This procedure is obviously incompatible with a direct appeal from the Varisht Court to the Huzur Court. The

reasons still exist which made what was a temporary measure in 1876 expedient, and they are in the opinion of the Government of India, permanent. The Governor General-in-Council will not permit the Girassias to be deprived of the protection which they have enjoyed since the commencement of the present Century (i.e. 19th Century) and which was not annulled by the arrangement just described. He is, therefore, pleased to decide that the procedure agreed to in 1876 shall be followed, and that the right of the Girassias to seek the aid of the Political officers of the British Government in accordance with that arrangement must be insisted upon."

The Baroda Government communicated to the Government of India that they were not able to understand how they held the above views with regard to the arrangement of 1875. The Gaekwad's Government held fast that "the observations proceed on incorrect premises." Their reading of the whole agreement and the circumstances that prompted it was quite different from that of Government of India. They maintained:

\*"The Mul Girassias of Amreli were not upto 1861 in the position as the other Mul Girassias of Kathiawar. The protection granted to the latter class is covered by the terms of the Security Bonds passed by the Talookdars of Kathiawar to His Highness' Government. There are

no such bonds justifying interference on behalf of the Girassias of Amreli. Secondly, His Highness' Government did not at all acquiesce in the arrangement by which the Assistant Resident was to hear their complaints. They on the contrary, protested against the interference of the Assistant Resident and refused to take action on his decisions. They were clearly informed that the Assistant Resident would not interfere in these cases. Instructions issued by the Resident to his Assistant without their consent were not binding upon them. He had no authority to issue such instructions. Finally, the Girassias are not entitled to any protection nor have they enjoyed such protection from the commencement of the 19th century, as stated by the Government of India. His Highness' Government from the commencement protested against the action of the Political Agents in interfering in these cases, and when the question went up to the Court of Directors, that body decided that the jurisdiction of the Baroda State was not to be interfered with. The Political Agents, however, wrongly persisted in their interference, and it was to put a check on their action that the Assistant Resident at Amreli was appointed, who, His Highness' Government were distinctly assured, would not in any way meddle with the Civil and Criminal jurisdiction of the Amreli Mahals."

\*"There thus seems to be no warrant to perpetuate the temporary arrangement of 1876 made voluntarily by the then Minister. The Ruler when he attained majority and was

invested with full powers, should have the option to revoke it. The policy of the British Government has been to withdraw from the guarantees given to Baroda subjects, whenever it can be done without involving a breach of faith. In the case under advertence, no guarantee was ever given, and no question of it is involved, and there could be therefore, no objection to withdraw from the interference hitherto made. As a matter of fact, the continuance of the interference would leave the terms of His Excellency the Governor's letter of 3rd April 1820 unfulfilled. It would be a breach of the undertaking vouchsafed by the Court of Directors not to interfere with His Highness the Gaekwad's jurisdiction in the Amreli Mahals."

It can be observed that this was a case which was prima facie and absolutely in favour of Baroda Government, still it lingered on for years and demanded continuous representations from His Highness' Government. However the justness of the case, came out to be victorious in the latter half of the second decade of the present century and after nearly half a century/the Government of India agreed to cease from interfering in the case and agreed to abolish the post of the Assistant Resident.

Still one important facet of this question of Mul Girassia remains to be discussed. It was the proposed purchase by His Highness' Government of lands of the Mul Girassias to relieve their indebtedness.

Again from the discussion of this proposal of the Gaekwad Government and the Sensitivity of the British Government to the problem of Girassias, it was clear that British Government was very

touchy over the whole question.

After the severe famine of 1900, in Gujarat and Kathiawar which was a great natural calamity to the Agriculturist and which he innocently interpreted as a wrath of the God due to his mis deeds, the condition of the Mul Girassias in Amreli became very poor. Many of them were in starving condition without any resources to carry on their livelihood. With a view to ~~app~~ afford them relief, His Highness' Government issued instructions to advance them money on the security of their Giras lands and also to purchase such lands as they were willing to sell. The Residency took exception to the course and the question was referred to the Government of India, who stated that the most satisfactory solution would be found in the introduction of rules similar to the Encumbered Estates Rules\* as in force in Kathiawar. In a reply the Gaekwar Government explained that the Encumbered Estates Rules in Kathiawar were in the nature of insolvency legislation, and the introduction of such a measure would cause much dissatisfaction and would require the maintenance of a permanent establishment, and that such rules could only be applied in the case of big estates only, which was not the case with regard to these Girassias. His Highness' Government also objected to any special legislation for these Girassias.

Subsequently, His Highness's Government passed the Encumbered Estates Act for general application, and the Residency was informed that some of the Mul Girassias would fall within the scope of the Act.

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\*\*From one of the Notes dated 15-19-12.

Simultaneously, with the above question, correspondence was going on regarding the settlement of lands in the possession of these Girassias. "It was (afterwards) decided to confirm them in the possession of such lands as were held by them at the time of the Maji Jarif of 1863, any clearly established encroachment being subjected to full assessment and alienation Registers were to be prepared," it was ordered .

After that Baroda Government addressed the Residency that the preparation of the Alienation Registers and the working of the Encumbered Estates Act, would disclose the heavy indebtedness of the Mul Girassias. Under these circumstances His Highness' Government pressed for the reconsideration of the original scheme to purchase the lands of such of them as were willing to sell them. The Government of India to whom the question was referred, stated that on receipt of the report of the result of the enquiry incidental to the preparation of Alienation Registers, they would be prepared to consider the question of the application of the recently enacted Encumbered Estates Act to the case of these Girassias.

It may be mentioned that many of these Girassias were only petty land holders, and it was held by the Darbar Government that the provisions of the Act would be hardly applicable to them. "Why should they not be allowed to sell their lands and be free from the debts now oppressing them?" it submitted to the Government of India.\*

The truth of the case and its bonafides were about any doubt even for the British Government. With more enlightened and correct

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\*From one of the Notes dated 15-19-12.



appreciation of the facts about the Mulgirassias along with British Government's gradual withdrawal from deeper interference from day to day administration and later on in accordance with its declared intention that <sup>they</sup> would no more meddle in the question of Mul Girassias <sup>also</sup> in particular the question was automatically solved. This/happened in the latter half of the second decade of this century.