

M.P. Bhumiswami Evam Bataidar Ke Hiton Ka Sanrakshan Adhiniyam, 2016

(M.P. Act No. 13 of 2018)

mp871

[Received the assent of the Governor on the 30th April, 2018; assent first published in the "*Madhya Pradesh Gazette (Extraordinary)*", dated the 9.5.2018.

An Act to protect the rights of Bhumiswami and Bataidar on giving the agricultural land on Batai and for maximum, effective and beneficial utilization of land resources.

Be it enacted by the Madhya Pradesh legislature in the sixty-seventh year of the Republic of India as follows :-

1. Short title, extent and commencement. - (1) This Act may be called the Madhya Pradesh Bhumiswami evam Bataidar ke Hiton ka Sanrakshan Adhiniyam, 2016.

(2) It extends to whole of Madhya Pradesh.

(3) It shall come into force from the date of its publication in the *Gazette*.

2. Definitions. - (1) In this Act, unless the context otherwise requires, -

(a) "*Agreement*" means an agreement, between Bhumiswami and Bataidar for the purpose of agriculture and other allied works on the land of Bhumiswami executed as far as possible in prescribed form-A :

Provided that this agreement shall not be admissible as a lease or any other instrument;

(b) "*Batai*" means agriculture by giving money or share of crop to Bhumiswami as per the agreement executed between the Bhumiswami and Bataidar under this Act.

(c) "*Bataidar*" means a person doing agriculture by giving money or share of crop to Bhumiswami in accordance with the agreement executed under this Act;

(d) "*Bhumiswami*" means a Bhumiswami mentioned in section 158 of the Code;

(e) "*Code*" means The Madhya Pradesh Land Revenue Code, 1959 (No. 20 of 1959);

(f) "*Improvement*" means improvement mentioned in clause (J) of sub section (1) of section 2 of the Code and it shall also include the works to be done by mutual consent of Bhumiswami and Bataidar as mentioned in the agreement executed between them;

(g) "*Work allied to agriculture*" means any work to be performed along with agriculture such as construction of structure for rearing of livestock, storage of agricultural

produce equipments, fertilizer, seed and agricultural produce which the Bhumiswami and Bataidar decide to do in the agreement executed in prescribed form-A.

(2) The words and expressions used but not defined in this Act shall have the same meaning as assigned to them in the Code.

3. Batai. - (1) The Bhumiswami may entrust his agricultural land on Batai by executing an agreement in form-A;

(2) A Bhumiswami belonging to an aboriginal tribe under clause (i) of sub-section (6) of section 165 of the Code may entrust his agricultural land situated in the notified area on Batai only to a member belonging to an aboriginal tribe of a notified area.

(3) A Bhumiswami belonging to an aboriginal tribe in the areas other than the areas specified in clause (i) of sub-section (6) of section 165 of the Code, may entrust his agricultural land on Batai to a person not belonging to such aboriginal tribe subject to such permission of the collector, that shall be given with reasons to be recorded in writing.

4. Execution of agreement of Batai. - (1) An agreement between the Bhumiswami and Bataidar shall be executed on plain paper in triplicate in form-A.

(2) One copy of the agreement shall be kept by both the parties and one copy may be produced to the Tehsildar :

Provided that no entry in revenue record shall be made on the basis of such agreement.

(3) The term of agreement may be a maximum five years and the parties may renew the agreement.

(4) In the cases of Batai agreement of more than one year, the consideration for ensuing years may be determined in the ascending order and details thereof shall be mentioned in the agreement by mutual consent.

(5) Subject to the conditions mentioned in the agreement, the Bataidar shall have right to agriculture, improvement and works allied to agriculture.

5. Protection of rights of Bhumiswami. - (1) Notwithstanding anything to the contrary contained in any other law for the time being in force, the Bataidar shall have no right to create charge of any kind on the land under agreement in addition to the rights mentioned in the agreement.

(2) On expiry of the specified period of agreement or on breach of agreement, the land shall be automatically reverted to the Bhumiswami and the Bataidar shall be deemed dispossessed and the Bhumiswami shall be deemed in possession of land. No separate action or order shall be required in this regard.

6. Protection of rights of Bataidar. - (1) During the term of agreement the Bhumiswami shall not create any hindrance in the works being done by Bataidar as per the agreement.

(2) On non-compliance of the conditions of agreement by Bhumiswami, the Bataidar shall have the right to take equitable action according to this Act.

7. Right of relief in natural calamity. - In case of damage of crop due to natural calamity or otherwise, the right to receive the relief to be given by State Government and amount of

claims by Insurance Company shall be in accordance with the agreement executed between Bhumiswami and Bataidar.

8. Devolution in case of transfer or dentil. - (1) The right derived to Bataidar on the basis of agreement shall not be transferable.

(2) In case of transfer of title during the period of Batai agreement, the persons getting title of the land shall be deemed substituted as Bhumiswami and he shall be bound to follow the agreement.

(3) On the death of Bataidar, the rights mentioned in the agreement shall be passed on to his legal heirs:

Provided that an heir may refuse to cam such right.

9. Disposal of disputes. - (1) In case of any dispute arising between Bhumiswami and Bataidar, the Tehsildar may decide the case after inquiring as per the procedure prescribed.

(2) An appeal shall lie from the order passed by Tehsildar to Sub-Divisional Officer under sub-section (1).

(3) Application for Revision against the order of Sub-Divisional Officer under sub-section (2) shall made to the Divisional Commissioner whose decision thereon shall be final.

(4) No application for revision shall be entertained against any interlocutory order.

(5) Appeal or revision mentioned in sub-section (2) and (3), as the case may be shall be filed within Thirty days from the date of the order.

(6) Tehsildar, Sub-Divisional Officer, Divisional Commissioner shall dispose the application, appeal or revision, as the case may be, filed before him, in maximum sixty days.

(7) Where in any matter the Divisional Commissioner is of the opinion that the Tehsildar or Sub-Divisional Officer as the case may be, has not disposed the case within sixty days without any reasonable cause, then he may, after giving a proper opportunity of being heard to Tehsildar or Sub-Divisional Officer, as the case may be, impose a penalty of rupees one hundred for each of delay day, however the total amount of such penalty shall not exceed five thousand rupees.

(8) During the pendency of dispute of Bhumiswami and Bataidar, Revenue Court may give such interim order for compliance of the conditions of agreement as it deems appropriate:

Provided that it shall not pass any such order, so that the Bataidar shall remain in possession of Land even alter the termination of agreement.

(9) If any stay order is passed then on the expiry of the term of agreement the stay order shall cease automatically and the Bhumiswami shall be given possession compulsorily.

10. Breach of agreement. - On receiving an application of the party aggrieved by non compliance or violation of any condition of agreement or breach of agreement, the Tehsildar, by issuing show cause notice require the other party, to immediately stop such violation or breach and comply the agreement and personally furnish a compliance report of this effect otherwise show cause as to why he should not be punished with a fine of maximum ten thousand rupees per hectare. After considering the reply of show cause notice, evidence on affidavit and hearing both the panties, the Tehsildar may pass appropriate order for compliance of agreement and the case shall be disposed of after ascertaining the compliance of the order :

Provided that if the Tehsildar is satisfied that the compliance of the agreement is not possible, then he shall terminate the agreement and determine the claims of both the parties and may punish the party responsible for breach of agreement with fine at the rate of rupees ten thousand per hectare which shall be recoverable as an arrear of land revenue.

11. Reinstatement of Bhutniswami. - (1) On expiry of term, or termination of agreement if the Bataidar does not vacate the possession of land under agreement, directly or indirectly, then on the application of Bhumiswami, the Tehsildar by issuing a show cause notice to Bataidar, shall require that he after handing over the possession of the land to Bhumiswami shall personally furnish a compliance report and show cause as to why he should not be punished with a fine which may extend to rupees ten thousand per hectare or civil imprisonment for a period which may extend to three months or with both.

(2) If even after service of show cause notice, the Bataidar does not handover the vacant possession and furnish the report of the same to the Tehsildar and he shall get him confined and punish him as provided in sub-section (1) and within thirty days from the date of receipt of application from the Bhumiswami, secure actual possession of land by using reasonable force and the amount of fine shall be recoverable as an arrear of land revenue:

Provided that if the Tehsildar being satisfied that the Bhumiswami has smoothly received the possession of land then he may pass an order to release the Bataidar from civil imprisonment.

12. Termination of agreement by mutual consent. - The Bhumiswami and Bataidar may terminate the agreement even before the expiry of term of agreement with mutual consent and may furnish the same to the Tehsildar.

13. Overriding effect of the Act. - (1) Notwithstanding anything to the contrary contained in any other law for the time being in force, this Act shall have an overriding effect.

(2) The Bhumiswami and Bataidar shall be estopped regarding the facts as mentioned in the agreement.

(3) Notwithstanding anything to the contrary contained in any other law for the time being in force, the Bataidar may neither present the agreement executed under this Act before any Authority or Court to get title, possession or any right otherwise on the Land under agreement, nor file any suit, application or petition nor may get any benefits.

14. Exclusive Jurisdiction of Revenue Authorities. - Notwithstanding anything to the contrary contained in any other law for the time being in force, the Revenue Authorities shall have exclusive jurisdiction to decide the case between Bhumiswami and Bataidar with reference to land under agreement under this Act and the jurisdiction of civil Court shall be barred.

15. Protection of Action taken in good faith under this Act. - No suit, prosecution or legal proceeding shall lie before any Court or authority against any public servant for anything done or intended to be done in good faith in performance of duty in pursuant to this Act or the rules made there under.

16. Power to make rules. - (1) The state government may make rules for the purpose of carrying out the provisions of this Act.

(2) All rules made under this Act shall be subject to pre publication.

(3) All rules made under this Act shall be laid on the table of legislative Assembly.

17. Power to remove difficulties. - (1) If any difficulty arises in giving effect in any reason to the provisions of this Act, within the period of two years from the date of commencement of this Act, the State Government may by order notified in Gazette make such provisions or give such directions as appear to it to be necessary for the removal of the difficulty.

(2) A copy of the order passed under sub-section (1) shall as soon as may be after it is passed be laid on the table of Legislative Assembly.

Form-A

[See section 2(a) and section 4]

Agreement

The Madhya Pradesh Bhumiswami Evam Bataidar Ke Hiton Ka Sanrakshan Vidheyak,
2016

This agreement is made on the day month year between Shri S/D/W/O. Shri aged years, R/o (who herein after called as Bhumiswami) (under which their successors and assignees are also included) on the one part and Shri.....S/D/W/O aged years, R/o (who herein after called as Bataidar) on the other (under which their successors are also included).

2. Description of land under agreement, Khasra No. area Total area village Patwari halka Tehsil District.

3. The term of agreement shall be from dated upto

4. Consideration according to agreement -

(a) On the amount being payable per year from Bataidar to Bhumiswami, the determined amount payable for one year for the total land to be given on Batai in this agreement Rs..... (in figures)(in words).

(b) For the total land being given on Batai in agreement, the share of the crop being payable for one year, clearly mention the name of the crop and crop wise share of Bhumiswami and Bataidar.....

(c) Description of the condition if any regarding bearing the expenses being incurred in fertilizer, seed, irrigation or any other expenses determined between the Bhumiswami and Bataidar :.....

(d) (i) Last dates for giving amount or share of the crop every year.....

(ii) There shall be increase of.....percent amount every year.

(iii) Description of the increase in the share of crop every year.....

5. (1) Mention the improvement works that may be carried out by the Bataidar and conditions relating thereto.....

(2) If nothing is mentioned about the improvement work then the constructed structure shall become Bhumiswami's ownership.

6. Clearly mention the allied works that may be done by Bataidar and conditions thereof

7. In case of damage to crop due to natural calamity or otherwise,percent will be given to Bataidar and..... percent to Bhumiswami from the relief paid.

8. Bhumiswami undertakes and affirms that he shall not violate the agreement and shall not create any hindrance directly or indirectly in the possession and agricultural work of Bataidar.

9. Bataidar undertakes and affirms that he -

(1) Shall not violate the agreement and shall pay the consideration to Bhumiswami before the date fixed as per the agreement and shall obtain a receipt thereof.

(2) Shall return the possession forthwith to Bhumiswami on the declaration of termination of agreement or on the expiry of the term of agreement.

(3) Shall neither file the agreement before any authority or Court to get title, right of possession or any other right, nor shall file any suit application, petition in any Court. If Bataidar has any right to do so then he relinquishes such right.

10. On expiry of the term of agreement or on the termination of the agreement, the land shall itself be reverted to the Bhumiswami and the Bataidar shall be deemed to be dispossessed from the land and Bhumiswami shall be deemed to be regained possession of the land. No action or order shall be required for such purpose.

11. On expiry of agreement or on the declaration of termination of agreement if Bataidar does not vacate the possession of the land then the Tehsildar, under section 11 of the Act, shall reinstate the possession of Bhumiswami and may impose upon him the punishment of penalty or civil Jail or both.

12. Bhumiswami and Bataidar both undertakes that if they do not comply with the agreement, then they shall be punished with the penalty of Rupees Ten thousand per hectare by the Tehsildar and shall be forcefully compelled to comply with the agreement.

In witness whereof we party No. 1 Bhumiswami and party no. 2 Bataidar executed this agreement Para 1 to Para 12 thoughtfully, in full consciousness, without any pressure and by signing and putting one thumb impression on plain paper before two witnesses, by affixing passport size photographs with valid identification card. One copy of the agreement shall be kept safe with each party.

Signature

Signature

Witness No. 1

Party No. 1

Witness No. 2

Party No. 2

Thumb impression

Party No. 1

Party No.2

Note - 1. Passport size photograph of both the parties should be affixed on the agreement.

2. Valid identity card of both the parties should be annexed with agreement.

3. Agreement should be prepared in triplicate.

4. Each party should keep a copy of agreement with them.

5. Both parties shall put their signature on each page of the agreement.

6. Along with signature thumb impression is also compulsory.