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TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

REVENUE DEPARTMENT

G.O. No.	1160	Press.
B.P. No.		Mis.
Dated	23-7-1878.	197.

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Archives 1-5,806-24-2-78.

1160
GOVERNMENT OF MADRAS.

REVENUE DEPARTMENT.

23rd July 1878, No. 1,160.

Read the following paper :—

No. 317. Proceedings of the Board of Revenue, dated 10th July 1878, No. 1,903.

Read the following letter from H. P. GORDON, Esq., Acting Collector of Bellary, to C. A. GALTON, Esq., Acting Secretary to the Board of Revenue, dated 3rd July 1878, No. 227 :—

In accordance with the Standing Orders of the Board of Revenue, I have the honor to request sanction for the prosecution of H. Raghavendra Row, Tahsildar of Hadgally, under Section 161 of the Indian Penal Code.

2. I enclose the original report received of the preliminary inquiry made in this matter by the Deputy Collector of the Harpenhally Division, together with translations of the evidence recorded by him and of the Tahsildar's defence as conveyed in his arzis.

3. The facts as deposed to before the Deputy Collector are briefly that the Tahsildar on being applied to by the Reddy and Curnam to commence the repairs of the tank at Moodanoor demanded the conveyance to himself of several acres of land under the tank as a condition precedent to his order for the commencement of the work. Six acres of land were accordingly purchased from ryots for a sum of Rupees 400, to be raised by a contribution of Rupees 8 per acre on all the land, with certain exceptions, under the tank, payment being guaranteed by the Reddy and Curnam and two others.

4. Razinamahs for the land were given in the name of one Sakragoud, in whose name also the sale bonds executed by the vendors are said to have been made out; and thereon an order was given for the commencement of the work.

5. The land is admitted to have been since that time in the enjoyment of Kristna Row, the brother of the Tahsildar who resides with him. Kristna Row says he got the land from Sakragoud for five years on condition of paying the assessment only, but admits that there is no evidence of this transaction.

6. Sakragoud denies this, admits the relinquishment of the lands in his favor, but says he does not know why the relinquishment was made, although further on he says he paid 14 Rupees as his share of the purchase of land for the Tahsildar. He disclaims all title to the land in question, the ownership of which is now claimed by none.

7. The fact of the contribution made to defray the cost of purchase of the lands is proved by a mass of evidence.

8. The Tahsildar denies all knowledge of the transaction, but there appears to me to be a very strong case against him, and I would request that the Board, should they think fit to sanction his prosecution, will also sanction his suspension pending the result of his trial.

ENCLOSURE No. 1.

From V. VENKATACHELLUM PANTULU, Deputy Collector, Harpenhally Division, to H. P. GORDON, Esq., Acting Collector of Bellary, dated Harpenhally, 22nd June 1878, No. 369.

With reference to the rules passed by Government regarding the acquisition of lands by Unconvenanted Servants, I have the honor to report for your orders the following case :—
Board's Standing Order No. 401.

2. Ramalinganagoud, late Reddy of Hingloor, having presented an arzi representing that H. Raghavendra Row, the Tahsildar of Hadgally, has acquired lands in various ways in some villages, wherein irrigation works were repaired by famine funds, I made a preliminary inquiry

into the complaint that the Tahsildar has acquired 6 acres of wet land in the village of Moodanoor (3 miles from Huvinhadgally) where 21,000 Rupees were expended under the superintendence of the Tahsildar in repairing the tank and its supply channel, &c.

3. The complainant states that the villagers of Moodanoor being earnest to have their tank repaired for giving employment and means of subsistence to the poor of their village, having requested the Tahsildar to commence the repairs, he required of them some acres of wet land under the tank, and that they under the necessity of finding employment to the poor of the village agreed to give him 6 acres of such land, and that they purchased 6 acres of land from its owners and paid their price to the owners by collecting it from the holders of wet land under the tank at 8 Rupees an acre, and that the Tahsildar, after the owners of the land presented their razinamahs (relinquishments) for their lands, gave permission to commence the tank work, and that the Tahsildar has been enjoying the produce of the 6 acres of land. He further states that the bonds of sale for those lands were drawn out in the name of Sakragoud (1st witness) in a sum which is less than what is actually settled to save stamp duty and to avoid the necessity of registry which gives publicity to the transaction.

4. On the day (27th May) on which I took the complainant's deposition, I issued a taluk number and extent of which were notified to him. He replied in his arzi of the same date that as he was transferred to Anantapore Taluk, his brother Kristna Row endeavored to acquire some particulars.

5. I proceeded to the village and examined the Reddy and Curnam and seventeen ryots in the village and examined twenty-three ryots and others in Hadgally.

6. The Reddy and Curnam depose that as the Tahsildar said that the repairs of the tank will be commenced on their giving him the land required, they purchased the undermentioned lands for 400 Rupees and gave the razinamahs and bonds of sale in the name of Sakragoud as required and handed them over to the Tahsildar, and that he then gave orders for repairing the tank:—

	A.	C.	V.	RS.
From Settra Rudrapa ...	2	0	0	200
Badigara Earapa ...	1	0	0	60
Sivapooji Bullapa ...	0	34	8	40
Suna Lingana Bullama ...	3	0	0	100
Total ...				400

7. The Reddy and Curnam state that the bonds of sale were drawn out for a less value to reduce stamp duty and to avoid the obligation of registry.

	The real sum for which he sold his land.	The sum for which the bond of sale was executed.
Settra Rudrapa ...	200	98
Bullava ...	100	50
Earapa ...	60	50

8. The Reddy and Curnam further state that to realize the 400 Rupees they have with the consent of the Tahsildar fixed a rate called "Hunchigi" (contribution) of 8 Rupees per acre of wet land under the tank and collected the sum and paid it to the owners of the land; that they were made to execute a document for Rupees 200 to Rachotapa (30th witness) lest they may neglect to make the collection and pay to the owners; and that as 100 Rupees were remaining uncollected to the time they were brought to trial before the Deputy Magistrate in a magisterial case in May 1877, they demanded the return of the document from Rachotapa (30th witness) who sent for the sum of 100 Rupees from the Tahsildar and returned the document. They said that Kristna Row, brother of the Tahsildar, has been taking away the crop produced in those 6 acres.

9. The Curnam states that there is 64 acres of ayaent under the tank, and that 14 acres (8 of the poor Brahmans and Jungams and 6 purchased for the Tahsildar) were excluded from the obligation of paying the rate of 8 Rupees an acre.

10. Sakragoud (1st Witness).—Sakragoud, in whose name the putta for above 6 acres stands, states that Rachotapa (30th witness) having sent for him to the Taluk Cutcherry and told him to sign the Kykolco razinamahs (durkhasts) for the lands gave up by Settra Rudrapa (2nd

witness), Earapa (3rd witness), Adivapa (31st witness), he did so, and that he heard that bonds of sale for those lands were executed in his name, and that he neither paid a single pie nor purchased them, and that he does not know where those bonds of sale are now.

11. He also states that as he holds some other wet land under the tank he paid last year 14 Rupees to the Reddy and Curnam, as they stated that that was his quota on account of the land purchased for the Tahsildar.

12. Settra Rudrapa, Sowcar of Hugloor.—Settra Rudrapa (2nd witness) deposes that Rachotapa (30th witness) having requested him to part with 2 acres of his wet land for Rupees 200 as it was required for the Tahsildar, he agreed to it; that the Reddy and Curnam and the Revenue Inspector Ramachandra Row (deceased) determined to collect 400 Rupees by "Hunchigi" (contribution) at 8 Rupees an acre to purchase 6 acres of land for the Tahsildar; and that he executed a razinamah (relinquishment) and bond of sale for those 2 acres in the name of Sakragoud (1st witness) as required by the Tahsildar and Rachotapa (30th witness), and that they were prepared for 98 Rupees instead of 200 Rupees to avoid compulsory registration. He states that Rachotapa (30th witness) remitted to him the sum after deducting the "Hunchigi" payable by him for the 5 acres and odd of wet land, which he still holds, and for other lands of his people.

13. Earapa (3rd Witness).—Earapa (village carpenter) deposes that he had only one acre of wet land under the tank, and that the Reddy and Curnam having pressed him to sell it as it was required for the Tahsildar, he sold it for Rupees 60, and executed a razinamah and a bond for the same in the name of Sakragoud (1st witness), and that the Reddy paid him the sum by degrees in six months.

14. Cori Adivapa (31st Witness).—Cori Adivapa (agent of one Boy, Sowcar of Hadgally) deposes that Cori Burma and Bullama borrowed of him 160 Rupees on the mortgage of wet land they have in Moodanoor village; that the Reddy and Curnam of that village having asked him to sell the said land for 100 Rupees he agreed to it; that the Reddy and Curnam and Bullama having come to him together with Sakragoud (1st witness) and presented to him a document saying that it is a bond of sale executed by Bullama for the said land, he attested it as a witness as requested by them; that he credited 100 Rupees under the debt payable by the Bullama; that as his principal holds a wet land under the tank he credited 20 Rupees, the "Hunchigi" payable by him under those 100 Rupees; that the Reddy and Curnam paid him 43 Rupees and executed a document for the remaining 37 Rupees. This witness is a deaf man. He produced his account.

15. Mahadavapa (4th Witness), son of Bullapa.—Mahadavapa, son of Bullapa, deposes that his father Bullapa sold his wet land for 40 Rupees, and that it is now under the cultivation of the Tahsildar.

16. Rachotapa.—Rachotapa (30th witness) deposes that he holds 2½ acres of wet land under the tank; that the Reddy and Curnam having told him that they have to give 6 acres of land to the Tahsildar, and requested him to pay his "Hunchigi" of 20 Rupees and another 20 Rupees to Sivapooji Bullapa from whom they purchased land for 40 Rupees, he paid 20 Rupees to Sivapooji Bullapa from whom they purchased land for the Tahsildar from Bullapa the sum that they told him that they purchased some land for the Tahsildar from Rudrapa (2nd witness) for 200 Rupees and executed a bond in the names of witness and of Rudrapa (2nd witness) and kept it with him; that for some months afterwards Goondapa (38th witness), Curnam of Chintrapully, having paid 100 Rupees to the Reddy and Curnam, he returned the bond to them. He states that the razinamahs and bonds of sale for those 6 acres of land were prepared in the name of Sakragoud, (1st witness); that three persons who hold wet lands under the tank paid their "Hunchigi" to him which he credited under the 20 Rupees he paid in addition to his "Hunchigi."

He further states that two months ago Kristna Row, the brother of the Tahsildar, having requested him to have a razinamah and a bond of sale prepared in his (witness) name for the land which he (Kristna Row) purchased for 50 Rupees from Sungava, he did so, and that he paid her 50 Rupees which Kristna Row gave him.

17. Goondapa.—Goondapa, (38th witness), Curnam of Chintrapully, deposes that the Tahsildar having told his brother Kristna Row to pay the sum payable to the brother of the Curnam of Moodanoor, he paid the sum to one Lingapa, and that he and Lingapa went and paid the money to Rachotapa, (30th witness) who handed him a bond which he gave to Kristna Row. He states that he does not know in whose name the bond was executed and what was its amount.

18. The undermentioned ryots deposed that they paid the "Hunchigi" on the wet lands they hold under the tank to the Reddy and Curnam, as they wanted it for the purchase of lands to the Tahsildar:—

Ryots residing in Moodanoor.		Amount paid by them.		
		RS.	A.	P.
5th Witness	Navera Sangamu...	6	4	0
6th Do.	Kurikava Santhava...	3	8	0
7th Do.	Kathiriki Mudakapa...	9	0	0
8th Do.	Thallamany Singapa...	4	0	0
9th Do.	Barika Sunun Yelluga...	8	0	0
18th Do.	Hulligondam Gonapa...	5	13	0
10th Do.	Murakhornapully Sungana...	12	10	0
11th Do.	Cogally Gorapa...	5	3	0
12th Do.	Thoori Sudagadapa...	5	8	0
13th Do.	Gondri Gonapa...	13	0	0
14th Do.	Muri Thangana...	6	0	0
17th Do.	Sogurapa...	6	8	0
29th Do.	Hutti Moogapa...	8	0	0
19th Do.	Thimmalapuram Thimhana...	3	8	0
20th Do.	Iyanoori China Veerapa...	3	8	0
21st Do.	Koori Chirkapa...	6	0	0
25th Do.	Banihully Basapa...	9	0	0
24th Do.	Durgogi Bullana...	3	8	0
23rd Do.	Sunna Gullakava...	3	0	0
22nd Do.	Sogy Busapa...	2	8	0
26th Do.	Iyanahully Moodakapa...	3	8	0
27th Do.	Bidarhully Burmapa...	5	8	0
28th Do.	Doorgogi Mullapa...	3	8	0
37th Do.	Nundihully Chinapa...	5	4	0
39th Do.	Badigara Adivapa...	12	0	0
40th Do.	Chinnagondra Erapa...	4	0	0
Total ...		206	14	0
Ryots residing in Hadgally.				
34th Do.	Thori Siddlingapa...	18	0	0
32nd Do.	Hutti Erapa...	7	12	0
36th Do.	Mura Gond...	23	0	0
Total ...		508	0	0
Add the amount paid by—				
1st Witness	Sacragoud...	14	0	0
2nd Do.	Rudrapa...	40	0	0
31st Do.	Adivapa on behalf of Coni Guru Sankapa...	20	0	0
30th Do.	Rachotapa for himself...	20	0	0
35th Do.	for Aki Ravana...	8	0	0
Total ...		508	0	0

19. The Curnam stated that 4 Rupees and odd were expended for stamp papers of bonds of sale, razinamahs, &c.

20. *Aki Ravana, 35th Witness.*—Aki Ravana, who holds a wet land below one acre, deposes that he was not asked for "Hunchigi" and that he did not pay it. This man was Additional Shroff for some time in the Taluq Cutcherry. The evidence of Rachotapa, 30th witness, (sowear of Hadgally) shows that this witness paid his quota to the sowear.

21. *Kori Bakalingapa, 33rd Witness.*—Thori Busahingapa, a sowear of Hadgally, deposes that the Curnam asked him for "Hunchigi" on account of Tahsildar's land and that he refused to pay. This is one of the individuals mentioned by the Reddy as having refused to pay the "Hunchigi."

22. *Kristna Row.*—Kristna Row, brother of the Tahsildar, states that he obtained 6 acres of wet land from 1st witness, Sacragoud, last year, merely for cultivating and enjoying it for five years on condition of paying the circar cist on it; that he did not purchase those lands; that he has taken the "Kartikam" produce of the last year from that land and that he gave it this year to the ryots of Nundihully who cultivated it for Vysakhani crop. He also admits that he has neither oral nor documentary evidence to show that 1st witness, Sacragoud, gave him those 6 acres of land for cultivating for five years, and that he is living in the house of the Tahsildar but paying his own expenses.

He further states that he purchased from Doorjapa Sungava a dry land of 5 A. 5 C. 0 V. situate in Moodanoor for Rupees 50, and got the bond of sale prepared in the name of 30th witness, Rachotapa. He produces a copy of it.

23. I sent to the Tahsildar the petition of the complainant and the depositions I had taken for his answer, and I beg to enclose his arzi, dated 18th instant, No. 344, denying having acquired any lands in this taluq. He states that he does not know where the bonds of sale of those lands are now and that he has no knowledge of the Village Reddy and Curnam having collected "Hunchigi" (contribution) from the holders of wet land, and that his brother Kristna Row was in Harpenhally Taluq when the magisterial case against the Reddy and Curnam was under inquiry last year; and that consequently the assertion of 38th witness, Goondapa, that Kristna Row paid Rupees 100 is false; and that, although sanction was received on 17th September for repairing the tank it was delayed till 29th idem, in quest of finding a good day for commencing the work.

He also states that he did not purchase a land for 50 Rupees from Durgogi Sungava and get a bond of sale in the name of 30th witness Rachotapa, but that his brother Kristna Row purchased it. He adds that he does not know in whose name the bond of sale was drawn out at the time.

He further states that the Reddy and Curnam having collected some money from famine coolies and he having inquired the matter and sent up the case to me, they having been sentenced* by me to imprisonment and fine, they made the complainant Hugloor Ramalingana-goud, who was also dismissed from his office, to present this false complaint.

24. It is to be noted that the repair of the tank was commenced on 29th September, that is after the owners of the 6 acres of land filed, on 26th September, their razinamahs relinquishing their right for them in favor of 1st witness Sacragoud of Hadgally, while the Tahsildar admits that he received on 17th idem the takid authorizing the commencement of the work.

25. It is proved that 6 acres of wet land under the Moodanoor tank belonging to the ryots noted in the margin were purchased from them for 400 Rupees, and that they were paid by the Reddy and Curnam from the proceeds of the "Hunchigi" collected by them from the holders of wet land under the same tank, and from the 100 Rupees sent by the Tahsildar, and that the said 6 acres are now under the enjoyment of the Tahsildar's brother.

26. It appears that the full amount of the 400 Rupees not having been collected, and 100 Rupees remaining unpaid at the time the Reddy and Curnam were put on their trial in a magisterial case, Goondapa, 38th witness, (the favorite Curnam of the Tahsildar) paid them 100 Rupees (vide the evidence of 30th witness Rachotapa). This 38th witness, Goondapa, states that Kristna Row, brother of the Tahsildar, paid 100 Rupees at the direction of the Tahsildar. The mixing of the name of the Tahsildar's brother (Kristna Row) is a wilful misstatement to throw suspicion on the fact of paying 100 Rupees because Kristna Row was then not present at Hadgally.

27. If the Reddy and Curnam made this "Hunchigi" of their own accord and appropriated any portion of it for their own use they would be responsible first; but, seeing the fact that the repair of the tank was not commenced until after the razinamahs and bonds of sale were executed, it is plain that they did so to save their village people from distress by having a relief work commenced in their village for the subsistence of the poor and not to have any personal benefit.

28. Sacragoud, 1st witness, in whose name razinamahs and bonds of sale were drawn out, and Rachotapa, 30th witness, (who is the confidential sowear at Hadgally), and Sittra Rudrapa, 2nd witness, sowear at Hoogloor, and who sold 2 acres of land, and Coni Adivapa, 31st witness, a sowear of Hadgally, and ryots (32nd 34th 36th witnesses) residing in Hadgally having paid the "Hunchigi" payable on the wet lands they hold in Moodanoor, it is plain that they submitted to this tax knowing that it is not for the personal use of the Reddy and Curnam.

29. Now these 6 acres of land have become ownerless property because Sacragoud, 1st witness, in whose name the putta, razinamahs, &c., are, disclaims any right to it, and because Kristna Row (brother of the Tahsildar) who is enjoying the produce of it, says that he has no proprietary right in it and that he obtained it from Sacragoud, 1st witness, merely for cultivating it for five years only, and that he has no evidence (either oral or documentary) to prove his statement, while Sacragoud, 1st witness, denies having given it to him. On the face of Kristna Row's statement it appears to be false as no man will give up his lands valued 400 Rupees for five years to another for enjoying its produce without receiving any thing.

30. The main point for consideration is this: Did Kristna Row (brother of the Tahsildar) get the possession of these 6 acres of land valued 400 Rupees lawfully?

31. He did not show any evidence to prove his assertion that Sacragoud, 1st witness, gave it, while the latter denies it.

32. The bonds of sale are not produced for fear of the point, that they were drawn out for a less amount than the real value paid to the owners, to evade stamp duty and registration fee, coming out.

33. In his arzi of the 27th May, the Tahsildar stated in reply to my question whether he acquired the 6 acres of land, that his brother endeavored to acquire some lands as he was transferred to Anantapore. In his arzi of 18th instant he states that his brother purchased one land for 50 Rupees.

The razinamahs for 6 acres were filed on 26th September 1876.
The Tahsildar's transfer to Anantapore was recommended by Collector in July 1877.

34. In explanation of the delay of twelve days in commencing the tank-work after receipt of sanction received 17th September, work commenced 29th. The Tahsildar states that he was looking for a good day (28th September) and that the work was commenced on that day, but it appears that the work was really commenced on 29th. It appears from the Almanac that 22nd September is a better day, according to the Hindu calculation, than the one selected.

35. On the grounds, (1st) that the repair of the tank was not commenced until after the owners of 6 acres of land gave up razinamahs; (2nd) that those acres of land are admitted to be under the enjoyment of the Tahsildar's brother who is living with him (Tahsildar), it appears to me that there is circumstantial evidence to prove the complainant's assertion that the Tahsildar required the 6 acres of land without paying its price.

36. As the owners of these 6 acres of land have not parted with their land wilfully (vide evidence of the village carpenter, 3rd witness, who states that he had to sell his only one acre of wet land not being in a position to refuse the request of the village officers, and the evidence of Sittra Rudrapa, 2nd witness, who stated that he is in a position to purchase other lands rather than selling his own lands), I think it will be just to return, if possible, the lands to their owners on their returning the money, 400 Rupees, paid to them and to expend the money in the improvement of the tank which the Tahsildar suggested in his arzi* of 24th May 1878.

* In this the Tahsildar stated that 1,500 Rupees repair is to be made to the supply channel of this tank.

37. The complainant stated that the Tahsildar obtained a bond of sale from Durgogi Sungava selling 5 A 5 C 0 V of dry land for 50 Rupees in the name of Rachatopa, 30th witness, (confidential sowcar) who states that Kristna Row, brother of the Tahsildar, paid 50 Rupees and got the bond of sale executed in his, 30th witness (Rachatopa's) name. Kristna Row also states that he paid the sum to Rachatopa, 30th witness, and got the document executed in his name. The Tahsildar states that he heard that his brother purchased the land for 50 Rupees and that he does not know in whose name the bond of sale was executed. If the Tahsildar had no concern in this matter no cause is shown for the document being drawn out in the name of Rachatopa, 30th witness, (his confidential sowcar).

38. The Board passed orders in their Proceedings of 5th March 1864 in the case in which a Tahsildar obtained a land in this taluq by giving a putta in the name of his son.

Page 1,508 of the Board's Volume.

39. The complainant stated that the Tahsildar made some shepherds to keep their flocks in his fields for manuring them and paid no hire for them. The shepherds state that they received only 1 Rupee from Kristna Row for ten days instead of 1 Rupee for each day as promised by him. This is a matter between them and Kristna Row.

40. The complainant stated in his petition that the Tahsildar acquired some lands in this way in Mullanakerry and other villages. Mahantanagoud, late Reddy of Mullanakerry, presented a petition on 3rd instant that the Tahsildar acquired 6 acres of land in his village where the ruined tank† was revived from Famine Funds, and that the documents were executed in the name of Rachatopa, 30 witness, (sowcar of Hadgally). The Tahsildar denied having acquired any land in any village. I will inquire into this matter after I receive your orders on this letter.

† Rupees 20,000 were expended on this tank.

41. I beg to submit the depositions taken by me and the arzis of the Tahsildar and the razinamahs and other papers connected with this matter as per list.

ENCLOSURES Nos. 2 and 3.—Translation of Arzis.

ENCLOSURE No. 4.—Translation of Evidence.

SUBMITTED for the orders of Government.

2. The Board consider that sufficient evidence has been adduced to call for Raghavendra Row's suspension and prosecution.

(True Copies and Extract.)

(Signed) J. STURROCK,
Acting Sub-Secretary.

No. 318.

ORDER THEREON, 23rd July 1878, No. 1,160.

Miscellaneous.

THE Government agree with the Board that the Tahsildar should be suspended and sanction his prosecution as recommended.

(True Extract.)

(Signed) C. G. MASTER,
Secretary to Government.

To the Board of Revenue with enclosure returned.
,, the Accountant-General.

Exd. C. Howarth.

1160

No. 1,903.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 10th July 1878.

Read the following letter from H. P. GORDON, Esq., Acting Collector of Bellary, to C. A. GALTON, Esq., Acting Secretary to the Board of Revenue, dated 3rd July 1878, No. 227 :—

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2. I enclose the original report received of the preliminary inquiry made in this matter by the Deputy Collector of the Harpenhally Division, together with translations of the evidence recorded by him and of the Tahsildar's defence as conveyed in his arzis.

3. The facts as deposed to before the Deputy Collector are briefly that the Tahsildar on being applied to by the Reddy and Curnam to commence the repairs of the tank at Moodanoor demanded the conveyance to himself of several acres of land under the tank as a condition precedent to his order for the commencement of the work. Six acres of land were accordingly purchased from ryots for a sum of Rupees 400, to be raised by a contribution of Rupees 8 per acre on all the land, with certain exceptions, under the tank, payment being guaranteed by the Reddy and Curnam and two others.

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8. The Tahsildar denies all knowledge of the transaction, but there appears to me to be a very strong case against him, and I would request that the Board, should they think fit to sanction his prosecution, will also sanction his suspension pending the result of his trial.

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2. Ramalinganagoud, late Reddy of Hugloor, having presented an arzi representing that H. Raghavendra Row, the Tahsildar of Hadgally, has acquired lands in various ways in some villages, wherein irrigation works were repaired by famine funds, I made a preliminary inquiry

30.17 July 1880
N. 332-335

Cost. of [1878] Rs. 1000.

REVENUE.

THE BOARD OF REVENUE.

Secy. to the Board.

10th July 1878

Dated July 23rd.

Recd.

G.O., 23rd July 1878, No. 1,100.

JULY.

Nos. 317-318.

H. Raghavendra Row, Tahsildar of Hadgally in the Bellary District.—Agreeing with the Board that—should be suspended and sanctioning his prosecution as recommended.



into the complaint that the Tahsildar has acquired 6 acres of wet land in the village of Moodanoor (3 miles from Huvinhadgally) where 21,000 Rupees were expended under the superintendence of the Tahsildar in repairing the tank and its supply channel, &c.

3. The complainant states that the villagers of Moodanoor being earnest to have their tank repaired for giving employment and means of subsistence to the poor of their village, having requested the Tahsildar to commence the repairs, he required of them some acres of wet land under the tank, and that they under the necessity of finding employment to the poor of the village agreed to give him 6 acres of such land, and that they purchased 6 acres of land from its owners and paid their price to the owners by collecting it from the holders of wet land under the tank at 8 Rupees an acre, and that the Tahsildar, after the owners of the land presented their razinamahs (relinquishments) for their lands, gave permission to commence the tank work, and that the Tahsildar has been enjoying the produce of the 6 acres of land. He further states that the bonds of sale for those lands were drawn out in the name of Sakragoud (1st witness) in a sum which is less than what is actually settled to save stamp duty and to avoid the necessity of registry which gives publicity to the transaction.

4. On the day (27th May) on which I took the complainant's deposition, I issued a takid (copy enclosed) to the Tahsildar to report whether he has acquired the 6 acres of land (the number and extent of which were notified to him). He replied in his arzi of the same date that as he was transferred to Anantapore Taluq, his brother Kristna Row endeavored to acquire some lands in Moodanoor Village and cultivated some lands this year, and that he does not know the particulars.

5. I proceeded to the village and examined the Reddy and Curnam and seventeen ryots in the village and examined twenty-three ryots and others in Hadgally.

6. The Reddy and Curnam depose that as the Tahsildar said that the repairs of the tank will be commenced on their giving him the land required, they purchased the undermentioned lands for 400 Rupees and gave the razinamahs and bonds of sale in the name of Sakragoud as required and handed them over to the Tahsildar, and that he then gave orders for repairing the tank:—

	Price.			
	A.	C.	V.	Rs.
From Settra Rudrapa ...	2	0	0	200
Badigara Farapa ...	1	0	0	60
Sivapoogi Bullapa ...	0	34	8	40
Suna Langana Bullama ...	3	0	0	100
Total ...	400			

7. The Reddy and Curnam state that the bonds of sale were drawn out for a less value to reduce stamp duty and to avoid the obligation of registry.

	The real sum for which he sold his land.	The sum for which the bond of sale was executed.
	Rs.	Rs.
Settra Rudrapa ...	200	98
Bullava ...	100	50
Earapa ...	60	50

8. The Reddy and Curnam further state that to realize the 400 Rupees they have with the consent of the Tahsildar fixed a rate called "Hunchigi" (contribution) of 8 Rupees per acre of wet land under the tank and collected the sum and paid it to the owners of the land; that they were made to execute a document for Rupees 200 to Rachotapa (30th witness) lest they may neglect to make the collection and pay to the owners; and that as 100 Rupees were remaining uncollected to the time they were brought to trial before the Deputy Magistrate in a magisterial case in May 1877, they demanded the return of the document from Rachotapa (30th witness) who sent for the sum of 100 Rupees from the Tahsildar and returned the document. They add that Kristna Row, brother of the Tahsildar, has been taking away the crop produced in those 6 acres.

9. The Curnam states that there is 64 acres of ayaat under the tank, and that 14 acres (8 of the poor Brahmins and Jungams and 6 purchased for the Tahsildar) were excluded from the obligation of paying the rate of 8 Rupees an acre.

10. Sakragoud (1st Witness).—Sakragoud, in whose name the putta for above 6 acres stands, states that Rachotapa (30th witness) having sent for him to the Taluq Cutcherry and told him to sign the Kykoloo razinamahs (darkhasts) for the lands gave up by Settra Rudrapa, (2nd

witness), Earapa (3rd witness), Adivapa (31st witness), he did so, and that he heard that bonds of sale for those lands were executed in his name, and that he neither paid a single pie nor purchased them, and that he does not know where those bonds of sale are now.

11. He also states that as he holds some other wet land under the tank he paid last year 14 Rupees to the Reddy and Curnam, as they stated that that was his quota on account of the land purchased for the Tahsildar.

12. Settra Rudrapa, Soncar of Hugloor.—Settra Rudrapa (2nd witness) deposes that Rachotapa (30th witness) having requested him to part with 2 acres of his wet land for Rupees 200 as it was required for the Tahsildar, he agreed to it; that the Reddy and Curnam and the Revenue Inspector Ramachandra Row (deceased) determined to collect 400 Rupees by "Hunchigi" (contribution) at 8 Rupees an acre to purchase 6 acres of land for the Tahsildar; and that he executed a razinamah (relinquishment) and bond of sale for those 2 acres in the name of Sakragoud (1st witness) as required by the Tahsildar and Rachotapa (30th witness), and that they were prepared for 98 Rupees instead of 200 Rupees to avoid compulsory registration. He states that Rachotapa (30th witness) remitted to him the sum after deducting the "Hunchigi" payable by him for the 5 acres and odd of wet land, which he still holds, and for other lands of his people.

13. Earapa (3rd Witness).—Earapa (village carpenter) deposes that he had only one acre of wet land under the tank, and that the Reddy and Curnam having pressed him to sell it as it was required for the Tahsildar, he sold it for Rupees 60, and executed a razinamah and a bond for the same in the name of Sakragoud (1st witness), and that the Reddy paid him the sum by degrees in six months.

14. Cori Adivapa (31st Witness).—Cori Adivapa (agent of one Boy, Sowcar of Hadgally) deposes that Cori Burma and Bullama borrowed of him 160 Rupees on the mortgage of wet land they have in Moodanoor village; that the Reddy and Curnam of that village having asked him to sell the said land for 100 Rupees he agreed to it; that the Reddy and Curnam and Bullama having come to him together with Sakragoud (1st witness) and presented to him a document saying that it is a bond of sale executed by Bullama for the said land, he attested it as a witness as requested by them; that he credited 100 Rupees under the debt payable by Bullama; that as his principal holds a wet land under the tank he credited 20 Rupees, the "Hunchigi" payable by him under those 100 Rupees; that the Reddy and Curnam paid him 43 Rupees and executed a document for the remaining 37 Rupees. This witness is a deaf man. He produced his account.

15. Mahadavapa (4th Witness), son of Bullapa.—Mahadavapa, son of Bullapa, deposes that his father Bullapa sold his wet land for 40 Rupees, and that it is now under the cultivation of the Tahsildar.

16. Rachotapa.—Rachotapa (30th witness) deposes that he holds 2½ acres of wet land under the tank; that the Reddy and Curnam having told him that they have to give 6 acres of land to the Tahsildar, and requested him to pay his "Hunchigi" of 20 Rupees and another 20 Rupees to Sivapoogi Bullapa from whom they purchased land for 40 Rupees, he paid Bullapa the sum that they told him that they purchased some land for the Tahsildar from Rudrapa (2nd witness) for 200 Rupees and executed a bond in the names of witness and of Rudrapa (2nd witness) and kept it with him; that for some months afterwards Goondapa (38th witness), Curnam of Chintrapully, having paid 100 Rupees to the Reddy and Curnam, he returned the bond to them. He states that the razinamahs and bonds of sale for those 6 acres of land were prepared in the name of Sakragoud, (1st witness); that three persons who hold wet lands under the tank paid their "Hunchigi" to him which he credited under the 20 Rupees he paid in addition to his "Hunchigi."

He further states that two months ago Kristna Row, the brother of the Tahsildar, having requested him to have a razinamah and a bond of sale prepared in his (witness') name for the land which he (Kristna Row) purchased for 50 Rupees from Sungava, he did so, and that he paid her 50 Rupees which Kristna Row gave him.

17. Goondapa.—Goondapa, (38th witness), Curnam of Chintrapully, deposes that the Tahsildar having told his brother Kristna Row to pay the sum payable to the brother of the Curnam of Moodanoor, he paid the sum to one Lingapa, and that he and Lingapa went and paid the money to Rachotapa, (30th witness) who handed him a bond which he gave to Kristna Row. He states that he does not know in whose name the bond was executed and what was its amount.

18. The undermentioned ryots deposed that they paid the "Hunchigi" on the wet lands they hold under the tank to the Reddy and Curnam, as they wanted it for the purchase of lands to the Tahsildar:—

Ryots residing in Moodanoor.

		Amount paid by them.	Rs.	A.	P.
5th	Witness Navera Sangana...	...	6	4	0
6th	Do. Kurikava Santhava...	...	3	8	0
7th	Do. Kathriki Mudakapa...	...	9	0	0
8th	Do. Thallamany Singapa...	...	4	0	0
9th	Do. Barika Sunun Yelluga...	...	8	0	0
18th	Do. Hulligondam Gonapa...	...	5	13	0
10th	Do. Murakhornapully Sungana...	...	12	10	0
11th	Do. Cogally Gorapa...	...	5	3	0
12th	Do. Thoore Sudagudapa...	...	5	8	0
13th	Do. Gondri Gonapa...	...	13	0	0
14th	Do. Muri Thangana...	...	6	0	0
17th	Do. Sogurapa...	...	6	8	0
29th	Do. Hutti Moogapa...	...	8	0	0
19th	Do. Thimmalapuram Thimhana...	...	3	8	0
20th	Do. Iyanoori China Veerapa...	...	3	8	0
21st	Do. Koori Chirkapa...	...	6	0	0
25th	Do. Banihully Basapa...	...	9	0	0
24th	Do. Durgogi Bullana...	...	3	8	0
23rd	Do. Sunna Gullakava...	...	3	0	0
22nd	Do. Sogy Busapa...	...	2	8	0
26th	Do. Iyanahully Moodakapa...	...	3	8	0
27th	Do. Bidarahully Burmapa...	...	5	8	0
28th	Do. Doorgogi Mullapa...	...	3	8	0
37th	Do. Nundihully Chinapa...	...	5	4	0
39th	Do. Badigara Adivapa...	...	12	0	0
40th	Do. Chinnagondra Erapa...	...	4	0	0

Ryots residing in Hadgally.

34th	Do. Thori Siddlingapa...	18	0	0
32nd	Do. Hutti Erapa...	7	12	0
36th	Do. Mura Gond...	23	0	0

Add the amount paid by— Total ... 206 14 0

1st	Witness Sacragoud...	14	0	0
2nd	Do. Rudrapa...	40	0	0
31st	Do. Adivapa on behalf of Coni Guru Sankapa...	20	0	0
30th	Do. Rachotapa for himself...	20	0	0
35th	Do. for Aki Ravana...	8	0	0

Total ... 308 0 0

19. The Curnam stated that 4 Rupees and odd were expended for stamp papers of bonds of sale, razinamahs, &c.

20. Aki Ravana, 35th Witness.—Aki Ravana, who holds a wet land below one acre, deposes that he was not asked for "Hunchigi" and that he did not pay it. This man was Additional Shroff for some time in the Taluq Cutcherry. The evidence of Rachotapa, 30th witness, (sowear of Hadgally) shows that this witness paid his quota to the sowear.

21. Kori Bakalingapa, 33rd Witness.—Thori Busahingapa, a sowear of Hadgally, deposes that the Curnam asked him for "Hunchigi" on account of Tahsildar's land and that he refused to pay. This is one of the individuals mentioned by the Reddy as having refused to pay the "Hunchigi."

22. Kristna Row.—Kristna Row, brother of the Tahsildar, states that he obtained 6 acres of wet land from 1st witness, Sacragoud, last year, merely for cultivating and enjoying it for five years on condition of paying the circular dist on it; that he did not purchase those lands; that he has taken the "Kartikam" produce of the last year from that land and that he gave it this year to the ryots of Nundihully who cultivated it for Vysakhm crop. He also admits that he has neither oral nor documentary evidence to show that 1st witness, Sacragoud, gave him those 6 acres of land for cultivating for five years, and that he is living in the house of the Tahsildar but paying his own expenses.

He further states that he purchased from Doorjapa Sungava a dry land of 5 A. 5 C. 0 V. situate in Moodanoor for Rupees 50, and got the bond of sale prepared in the name of 30th witness, Rachotapa. He produces a copy of it.

23. I sent to the Tahsildar the petition of the complainant and the depositions I had taken for his answer, and I beg to enclose his arzi, dated 18th instant, No. 344, denying having acquired any lands in this taluq. He states that he does not know where the bonds of sale of those lands are now and that he has no knowledge of the Village Reddy and Curnam having collected "Hunchigi" (contribution) from the holders of wet land, and that his brother Kristna Row was in Harpenhally Taluq when the magisterial case against the Reddy and Curnam was under inquiry last year; and that consequently the assertion of 38th witness, Goondapa, that Kristna Row paid Rupees 100 is false; and that, although sanction was received on 17th September for repairing the tank it was delayed till 29th idem, in quest of finding a good day for commencing the work.

He also states that he did not purchase a land for 50 Rupees from Durgogi Sungava and get a bond of sale in the name of 30th witness Rachotapa, but that his brother Kristna Row purchased it. He adds that he does not know in whose name the bond of sale was drawn out at the time.

He further states that the Reddy and Curnam having collected some money from famine coolies and he having inquired the matter and sent up the case to me, they having been sentenced* by me to imprisonment and fine, they made the complainant Hugloor Ramalingana-

* Copy of calendar in Case No. 80 of 1877 is enclosed.

goud, who was also dismissed from his office, to present this false complaint. It is to be noted that the repair of the tank was commenced on 29th September, that is after the owners of the 6 acres of land filed, on 26th September, their razinamahs relinquishing their right for them in favor of 1st witness Sacragoud of Hadgally, while the Tahsildar admits that he received on 17th idem the takid authorizing the commencement of the work.

25. It is proved that 6 acres of wet land under the Moodanoor tank belonging to the ryots noted in the margin were purchased from them for 400 Rupees, and that they were paid by the Reddy and Curnam from the proceeds of the "Hunchigi" collected by them from the holders of wet land under the same tank, and from the 100 Rupees sent by the Tahsildar, and that the said 6 acres are now under the enjoyment of the Tahsildar's brother.

26. It appears that the full amount of the 400 Rupees not having been collected, and 100 Rupees remaining unpaid at the time the Reddy and Curnam were put on their trial in a magisterial case, Goondapa, 38th witness, (the favorite Curnam of the Tahsildar) paid them 100 Rupees (vide the evidence of 30th witness Rachotapa). This 38th witness, Goondapa, states that Kristna Row, brother of the Tahsildar, paid 100 Rupees at the direction of the Tahsildar. The mixing of the name of the Tahsildar's brother (Kristna Row) is a wilful misstatement to throw suspicion on the fact of paying 100 Rupees because Kristna Row was then not present at Hadgally.

27. If the Reddy and Curnam made this "Hunchigi" of their own accord and appropriated any portion of it for their own use they would be responsible first; but, seeing the fact that the repair of the tank was not commenced until after the razinamahs and bonds of sale were executed, it is plain that they did so to save their village people from distress by having a relief work commenced in their village for the subsistence of the poor and not to have any personal benefit.

28. Sacragoud, 1st witness, in whose name razinamahs and bonds of sale were drawn out, and Rachotapa, 30th witness, (who is the confidential sowear at Hadgally), and Sittra Rudrapa, 2nd witness, sowear at Hoogloor, and who sold 2 acres of land, and Coni Adivapa, 31st witness, a sowear of Hadgally, and ryots (32nd 34th 36th witnesses) residing in Hadgally having paid the "Hunchigi" payable on the wet lands they hold in Moodanoor, it is plain that they submitted to this tax knowing that it is not for the personal use of the Reddy and Curnam.

29. Now these 6 acres of land have become ownerless property because Sacragoud, 1st witness, in whose name the putta, razinamahs, &c., are, disclaims any right to it, and because Kristna Row (brother of the Tahsildar) who is enjoying the produce of it, says that he has no proprietary right in it and that he obtained it from Sacragoud, 1st witness, merely for cultivating it for five years only, and that he has no evidence (either oral or documentary) to prove his statement, while Sacragoud, 1st witness, denies having given it to him. On the face of Kristna Row's statement it appears to be false as no man will give up his lands valued 400 Rupees for five years to another for enjoying its produce without receiving any thing.

30. The main point for consideration is this: Did Kristna Row (brother of the Tahsildar) get the possession of these 6 acres of land valued 400 Rupees lawfully?

31. He did not show any evidence to prove his assertion that Sacragoud, 1st witness, gave it, while the latter denies it.

32. The bonds of sale are not produced for fear of the point, that they were drawn out for a less amount than the real value paid to the owners, to evade stamp duty and registration fee, coming out.

33. In his arzi of the 27th May, the Tahsildar stated in reply to my question whether he acquired the 6 acres of land, that his brother endeavored to acquire some lands as he was transferred to Anantapore. In his arzi of 18th instant he states that his brother purchased one land for 50 Rupees

The razinamahs for 6 acres were filed on 26th September 1876.
The Tahsildar's transfer to Anantapore was recommended by Collector in July 1877.

34. In explanation of the delay of twelve days in commencing the tank-work after receipt of Sanction received 17th September, work commenced 29th. The Tahsildar states that he was looking for a good day (28th September) and that the work was commenced on that day, but it appears that the work was really commenced on 29th. It appears from the Almanac that 22nd September is a better day, according to the Hindu calculation, than the one selected.

35. On the grounds, (1st) that the repair of the tank was not commenced until after the owners of 6 acres of land gave up razinamahs; (2nd) that those acres of land are admitted to be under the enjoyment of the Tahsildar's brother who is living with him (Tahsildar), it appears to me that there is circumstantial evidence to prove the complainant's assertion that the Tahsildar required the 6 acres of land without paying its price.

36. As the owners of these 6 acres of land have not parted with their land wilfully (vide evidence of the village carpenter, 3rd witness, who states that he had to sell his only one acre of wet land not being in a position to refuse the request of the village officers, and the evidence of Sitra Rudrapa, 2nd witness, who stated that he is in a position to purchase other lands rather than selling his own lands), I think it will be just to return, if possible, the lands to their owners on their returning the money, 400 Rupees, paid to them and to expend the money in the improvement of the tank which the Tahsildar suggested in his arzi* of 24th May 1878.

* In this the Tahsildar stated that 1,300 Rupees repair is to be made to the supply channel of this tank.

37. The complainant stated that the Tahsildar obtained a bond of sale from Durgogi Sungava selling a A 5 C 0 V of dry land for 50 Rupees in the name of Rachatopa, 30th witness, (confidential sowear) who states that Kristna Row, brother of the Tahsildar, paid 50 Rupees and got the bond of sale executed in his, 30th witness (Rachatopa's) name. Kristna Row also states that he paid the sum to Rachatopa, 30th witness, and got the document executed in his name.

The Tahsildar states that he heard that his brother purchased the land for 50 Rupees and that he does not know in whose name the bond of sale was executed. If the Tahsildar had no concern in this matter no cause is shown for the document being drawn out in the name of Rachatopa, 30th witness, (his confidential sowear).

38. The Board passed orders in their Proceedings of 5th March 1864 in the case in which a Tahsildar obtained a land in this taluq by giving a putta in the name of his son.

Page 1,508 of the Board's Volume.

39. The complainant stated that the Tahsildar made some shepherds to keep their flocks in his fields for manuring them and paid no hire for them. The shepherds state that they received only 1 Rupee from Kristna Row for ten days instead of 1 Rupee for each day as promised by him. This is a matter between them and Kristna Row.

40. The complainant stated in his petition that the Tahsildar acquired some lands in this way in Mullanakerry and other villages. Mahantanagoud, late Reddy of Mullanakerry, presented a petition on 3rd instant that the Tahsildar acquired 6 acres of land in his village where the ruined tank† was revived from Famine Funds, and that the documents were executed in the name of Rachatopa, 30 witness, (sowear of Haddally). The Tahsildar denied having acquired any land in any village. I will inquire into this matter after I receive your orders on this letter.

† Rupees 20,000 were expended on this tank.

41. I beg to submit the depositions taken by me and the arzis of the Tahsildar and the razinamahs and other papers connected with this matter as per list.

ENCLOSURES Nos. 2 and 3.—Translation of Arzis.

ENCLOSURE No. 4.—Translation of Evidence.

SUBMITTED for the orders of Government.

2. The Board consider that sufficient evidence has been adduced to call for Raghavendra Row's suspension and prosecution.

(True Copies and Extract.)

J. H. M. S.
Acting Sub-Secretary.

To the Secretary to Government, Revenue Department,
with three original enclosures to be returned.
Copy to the Collector of Bellary.

Exd. A. Grubert and W. H. French.

No. 3161

1160
9

From Board of Revenue

Dated 10th July 1878.

FOR ORDERS.

Presented to the
Sanctioning Officer
24/7 1878
I think the above
prima facie grounds
for presentation of
the sanctioning
officer.

Revenue 1878. No. 3161
Board of Revenue,
MADRAS.

PROCEEDINGS, 10th JULY 1878, No. 1,903.

24/7 1878

Encl. 3

JULY.
No. 1,903.

II. Rajawadeya Rao, Talukdar of Haddagalli
in Bellary District.—Submitting to Government
Collector's application for sanction for the pro-
secution of — under Section 161 of the Indian
Penal Code, and considering that sufficient evi-
dence has been adduced to call for the Tahsil-
dar's suspension and prosecution.

For orders
Do No. 23 July 1878
With an order

The Government agreed
with the Board that
the Talukdar should
be suspended and
sanction his prosecu-
tion as recommended

First from orders 23 July 1878

Do No. 23 July 1878
14/8/78
The Collector, Bellary
1/11/78
The District Officer, Bellary
1/11/78

24/7 1878

Do No.

24-7
17/7

FOR ORDERS.

Do 161

C 21-7-78
R 22-7-78