



REPORT
OF THE
COMMITTEE OF THE PROBLEMS
OF
MUNDKARS»
IN THE
UNION TERRITORY OF GOA,
DAMAN AND DIU

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Introduction

Soon after the popular Government assumed office, it was observed that the Land Reforms Commission, which had submitted its Report in February 1964, had left out of its ambit, a very important problem that existed in this Territory, namely, relationship between «Bhatkars» and «Mundkars». The former were the land owners and the latter were originally deemed to be settlers for watch and ward and for looking after the property, in consideration of which they were permitted to construct dwelling houses in the land. The contractual obligations between the «Bhatkars» and «Mundkars» were laid down in Decree dated 24-8-1901, which were subsequently amplified and modified in Legislative Order No. 1952, dated 26-11-1959. Government felt that the various provisions of the law required further modifications in the context of Socio-Economic and the constitutional changes that had taken place in the Territory. In the meanwhile, Shri D. K. Chopdenker, M. L. A., sought to move a resolution in the Legislative Assembly, on the problem. Accordingly, a Committee was appointed in April 1964 under the Chairmanship of Shri Tony Fernandes, Minister for Agriculture, to go into the question further and make suitable recommendations for putting the relationship between the «Bhatkars» and «Mundkars» on a more rational and permanent basis. Besides the Chairman, the Committee comprised of the following: —

1. Dr. Sebastiao Mazarelo, M. L. A.
2. Shri Orlando S. Lobo, M. L. A.
3. Shri Ganaba Dessai, M. L. A.
4. Shri Jaysingrao Rane, M. L. A.
5. Shri Dattaram K. Chopdenker, M. L. A.
(Ex-Officio as Mover of the Resolution)
6. Shri Sridor Tamba, Govt. Pleader, Panjim.
7. Dr. S. A. Nadkarni, (on his retirement from Govt. Service).

The Development Commissioner was appointed as Member-Secretary. Subsequently, he was replaced by the Revenue Secretary.

2. The Committee held 5 meetings and also visited certain villages in Bardez, Salcete, Quepem, Pernem and Goa Talukas. The Committee also invited the views of members of the public, Panchayats, Block Develop-

ment Committees and other organisations, for purposes of considering a reform of the «Mundkar» legislation. A notice asking for the views of the public was published on 22-2-1965 with a stipulation that suggestions should be sent to the Committee within a period of one month either in person or by post. The following prominent citizens were also addressed specifically for giving their valuable advice in this matter and some of them have replied: —

1. Shri Yeshwant Babu Probhu Dessai (Quepem)
2. Shri Gopal Apa Kamat (Bicholim)
3. Shri Jaiwantrao Sardessai (Bicholim)
4. Dr. Antonio Furtado (Chinchinim)
5. Shri Viswanath Lawande (Panjim)
6. Shri Peter Alvares, M. P.
7. Shri Pandurang Mulgaonkar (Mapuça)
8. Shri Narsinha Naik (Margao)
9. President, Associaçao dos Proprietarios e Agricultores.
10. Dr. Paulo L. Teles (Panjim)
11. Shri Antonio Noronha Rodrigues (Panjim).

3. As a result of the enquiries conducted by the Committee and taking into consideration the various suggestions and views received in response to the notice, the Committee were able to arrive at certain broad conclusions described in subsequent chapters.

4. Copies of the Decree and Legislative Diploma are at Appendix I.

5. A detailed factual analysis of the present position in regard to distribution of «Mundkars» in the Territory is at Appendix II.

6. An extract from the «Code of Comunidades» relating to leases of land for various purposes including construction of houses is at Appendix III.

7. The draft Plan of this Administration on «Housing» for the Fourth Five Year Plan is at Appendix IV.

8. The recommendations of the Committee are contained in Chapter IV.

CHAPTER II

Brief history of relationship between Mundkars and Bhatkars

It is very difficult to trace the history of «Mundkarism», as there are no records to show how this system was first introduced in Goa. It looks from the records that only when some conflicts arose, some legislation was introduced in 1901. Earlier to that, nothing is known about «Mundkarism».

2. However, Mundkarism is essentially a land problem for a homestead and as such, the question as to who settled on the land first — whether the landlord or the mundkar — needs to be examined. There is a certain system prevalent in Goa, known as «Gauntons» of the Cunbis, where the Cunbis settled on the Government land for ages together and developed that land and still continue to be on the same land without any disturbance. In certain cases there are no records even to prove that the Cunbis possessed that land legally. It belongs to them only by virtue of their occupying the same for centuries together. Only in some cases we find that this occupation is legalised by them by obtaining «Aforamentos» of the occupied land. Such «Gauntons» are mainly available in the remote parts of Goa, such as, in the New Conquest areas, where the in-roads of proprietorships were rather slow. We do not notice such «Gauntons» systems on that large scale in the Old Conquest areas, where the in-roads to proprietorship have made rapid progress.

3. It is, therefore, felt that on a larger scale the settlement on the Government land by the agriculturist community must have come first and thereafter may be that some private parties applied for the land and got it in their own name as «Aforamentos» or on sale from the Government. The occupation of the old community on that land continued and the occupants became Mundkars of the new legal possessors, i. e. the landlords. Thus overnight the whole village or the settlement was converted into mundkar settlements, as the landlords came into the picture.

4. It is possible that in the Old Conquest areas, all the «Gautons» are converted into private properties and the people living therein are converted into mundkars. Hence we do not see «Gaunton» system on a large scale in these areas.

5. So it can safely be said that the mundkars came on the land first, which perhaps was not developed, and the landlord came afterwards, who developed that land in a systematic way. This may be the remote history right at the time when the change was taking place from the Government or Jagirdari Ownership of the land to that of private ownership.

6. At a later stage when the tendency to own land went on increasing, the ownership extended to the New Conquest Areas also, where the population was rather scanty and finding the need of labour to develop the land, may be exact opposite developments took place in that area, though not on a large scale, but on a comparatively small scale. Here the landlord must have obtained the land first and put a sufficient number of settlers on the land as mundkars.

7. So in the first case it looks that the settlers were on the land first. Whereas in the second case, the ownership of the land came first. «Gauntons» system in that area remained, as it was not disturbed because there was no land scarcity in that area.

8. Gradually the ownership thus increased and it was found that practically very little land worth settling was left with the Government and as the population went on increasing and the need for more land for houses was felt, there was no other alternative but to request either the landlords or the Comunidades or any other land owning agencies for a piece of land for dwelling houses and since the landlords also wanted their areas to be inhabited for various reasons, the same i. e. the land, was given very freely. Evolution took place, all-round development ushered in and even the social status and the position of the mundkars went on changing. Mundkars could no more be treated as complete dependents and conflicts perhaps was the result. Various evils in the system of dominated and suppressed class of people must have also created reaction amongst the mundkars against the landlords, but the mundkars had to live with the situation.

9. The present-day «Mundkarism» is a bit different one. It is a very particular socio-economic system of habitation in Goa, since times immemorial. The present day system, however, resulted from mutual needs and convenience arising *quid pro quo* and by contract drawn between two parties (Bhatkar and Mundkar), which was merely a verbal agreement rarely recorded in writing.

10. These contracts show quite explicitly that a «Mundkar» was accepted by the «Bhatkar» to reside in his property in one of the houses already existing therein or with consent to build one for his residence, under the obligation of watching and protecting his property against damages and thefts. And so as to keep the «Mundkar» in a sort of dependency, the landlord at the time of sanctioning his abode in the property, would grant him as a loan, free from any interest, a certain amount in cash or in kind, termed as «Mundd», which had to be made good by the «Mundkar» in case he intended to leave the property. It is this term «Mundd» that established the designation «Mundkar». The party which gave consent to «Mundkar» to reside in his property was named «Bhatkar» which composes of «Bhat» (Landed property) and «Kar».

11. Evolution took place as a result of the increase of family of «Mundkars». More land for houses was given to their married sons and property for watch and ward purpose was divided and given to them as «Tolluk», i. e. property or part of the property cared for by a «Tolluk» (Watchman-cum-caretaker) and for this, they were getting certain percentage of the yield known as «Boll», i. e., «Tolluk's» share of the yield for his services. There was liability also on the part of the «Tolluk» that, if coconuts (since the rural property is predominantly of coconut groves) were missing or lost, as could be seen from the stem of the coconut bunch, they had to pay the «Dent», i. e. for every empty stem.

12. Still another system of settling in the rural property, such as, «Aforamentos», i. e. lease-hold land, is called «Vosti» or «Vosahat». The term «Vosahat» must have come either from the word «Vosoi», i. e. develop or may be «Vosahat» (Colony). The «Bhatkar» only gave seeds and fertilizers while the «Vostikar» put in his and his family labour. Benefits are derived on agreed terms but often on the above pattern.

13. There are also people who never did any watch and ward or any service, but were allowed by the landlord to construct their houses on his land, sometimes with house-licence on landlord's name or sometimes in their own name, sometimes on payment of some tribute or sometimes even without payment of any tribute. They are only under the obligation and had no adequate security. Such cases are covered by the «Mundkar Law» and since then they too came to be understood as «Mundkars» for the purpose of the Law.

14. Thus the «Mundkar» also is sometimes responsible for the development and colonisation and upkeep of the rural property, which has come up as combined efforts of both the «Mundkar» and the «Bhatkar».

15. In the bygone years, when the human ambitions were quite limited and when the people had no voice and civil rights, this system may have worked well, by adjustment. So when the «Mundkar» happened to be in need of money, foodgrains, medicines, etc., it was the «Bhatkar» that he approached. In the identical manner, if the «Bhatkar» needed any labourer, he would approach the «Mundkar».

16. Subsequently, with the progress in society and with the rise in the social standards and consciousness of human rights on the part of the «Mundkar», the relations between the two parties began to grow strained.

17. Thus, already in the beginning of the twentieth century, it had become necessary to formulate laws bearing upon this system of «Mundkarato» in the Royal Decree dated 24-8-1901 which was further modified by Legislative Diploma No. 1952 dated 26-11-1959, which still remains in force. The strained relations aggravated culminating into threats of mass eviction after liberation, due to fear of reforms, on the part of the landlords and as a result of over-jubilancy and jealousy on the part of the «Mundkars».

18. This was also due to many other evils which are attached to the system of «Mundkarism». The obligation on the part of the «Mundkar» to do certain odd jobs for the landlord, even without payment, amounts to only a type of forced labour. There are certain practices which are rather unsociable and out-moded and the Mundkar cannot continue in the same old slavery even after liberation. The very word «Mundd» implies dependency under subjugation at the very risk of losing abode.

19. The mundkar cannot stand upright as a man of dignity, unless the system of «Mundkarism» is abolished and adequate protection is given to the people against eviction from their houses. Thus the conflict is the result of an urge to attain social justice, self-respect and human dignity as against the old system and it is but natural that such a social problem is attended to in right earnest if the freedom would be of any meaning to the masses of Goa.

CHAPTER III

Enquiry by the Committee

In response to the public notice issued and also a specific reference made to certain prominent citizens, Panchayats, Block Development Committees, certain views and recommendations besides factual information, were received by the Committee. The Committee received some 17 such representations. The suggestions made therein are summarised below:

(1) Every «Mundkar» should have the right of pre-emption in respect of the land occupied by him.

(2) Right of the land owner to evict the «Mundkar» should not be exercised without payment of adequate compensation for the house constructed by him. For this purpose, Government should select some plots — both in urban and rural areas which should be allotted to the «Mundkars» on a long term basis and the cost recovered through suitable instalments determined with reference to the capacity of the «Mundkar».

(3) Where a «Mundkar» is living in a house constructed by a «Bhatkar» in his property, the «Mundkar» shall pay reasonable rent; where the house is constructed by the «Mundkar» himself, he should pay rent for the land to the «Bhatkar». The rent should be fixed by the local Panchayat. The «Mundkar» should also have the right to buy the house and the land at a price to be fixed by the Panchayat. In the case of transfer of property, the new owner should also respect the rights of the «Mundkar».

(4) The Gomantak Mundkar Sabha has asked for a clear definition of the term «Mundkar» and suggests that a new list of «Mundkars» be prepared clearly mentioning the actual extent of land occupied for the house as also for the cattle, well and approach to the well, and other relevant details. Till the new Mundkar Act is framed and brought into force, the Mundkars shall not be evicted from their present holdings. Specific suggestions are:

(a) Government should fix the price of the land occupied by a «Mundkar» at a flat rate to enable the Mundkar to purchase it, if so desired;

(b) The «Mundkar» shall have the right of pre-emption;

(c) The «Mundkar» should be allowed to pay the amount fixed by Government in 20 equal annual instalments;

(d) Ownership of land should not be transferred without the knowledge and consent of the «Mundkar».

(e) The right of «Mundkar» should not be affected if there be ownership changes by purchase or death of the land owner;

(f) The «Mundkar» should be free to carry out repairs, changes and additions to the house;

(g) Any dispute should be referred to a Special Court which will not permit appearance of professional lawyers.

(5) The Memorandum received from Shri Manuel Jeronimo Fernandes, Siolim, Bardez, proposes very elaborate provisions in the new Mundkar Act in respect of families of Mundkars, amenities for supply of building material, facilities for grazing, as also for raising crops by himself or members of his family, as also certain penal provisions.

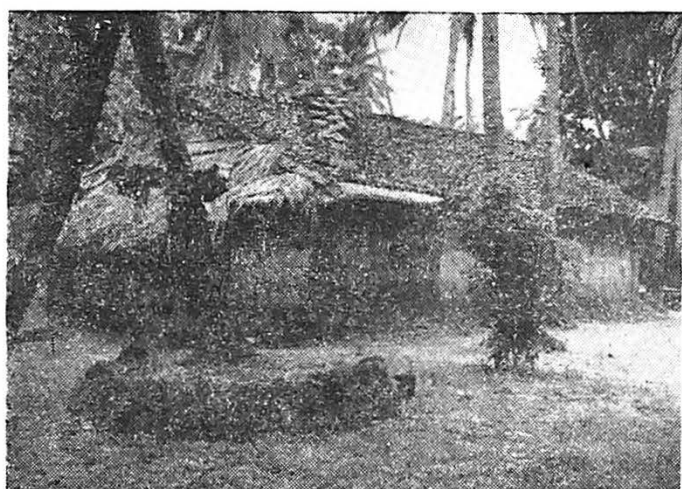
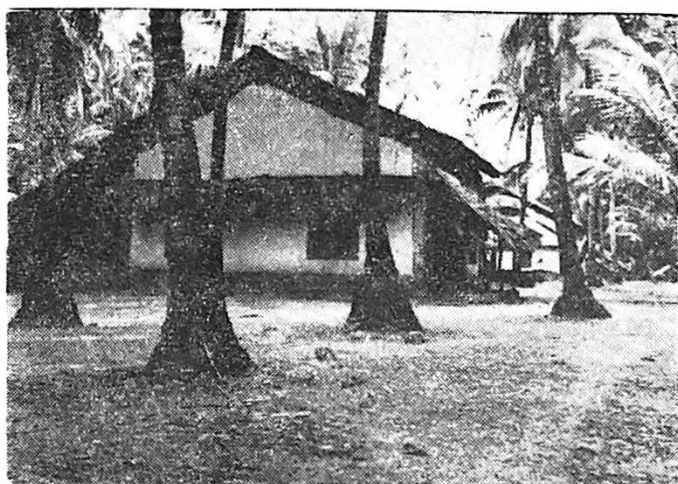
(6) Sarpanch of Narve Gram Panchayat has reiterated the right of pre-emption for the «Mundkars», assistance to be given for purchase of land and construction of house, and eventual acquisition of legal title to the house and land.

(7) On behalf of the «Bhatkars», certain suggestions were also received and are summarised below:—

(a) It was wrong to allow the «Mundkar» to stay without their paying the «Bhatkar» the cost of house and land. Unless he is a tenant or sub-tenant, he should be evicted whenever it is found that he does not help the «Bhatkar» in any agricultural work and acts in a manner prejudicial to the interests of the land owner.

(b) Certain comments appearing in the newspaper «A Vida» refer to the incomplete nature of the Questionnaire issued to Village Panchayats, which may lead to incorrect data being collected and suggests that the name of the landlord and the statement made by the «Mundkar» should also be recorded. It is necessary to find out the economic condition of small land owners so as to give them relief in the context of the proposed Mundkar Act.

(c) Shri J. P. Dias, Cortalim, in his «Panel to study Landlords Mundkars Relations» has suggested classification of landlords and «Mundkars» into three categories — A, B and C, and the nature of relief to be afforded to «Mundkars» *vis-a-vis* «Bhatkars», which term also includes churches owning lands.



TIPICAL HOUSES
of
«MUNDKARS»
in
RURAL PROPERTIES



COMMITTEE'S VISITS

2. During the visits of the Committee to the various villages, certain views, suggestions, comments, etc., were expressed before the Committee.

(a) The Committee toured on five different dates ten villages selected from different Talukas to know the present position about the relations between the Mundkars and Bhatkars, and the difficulties being experienced by the Mundkars or Bhatkars. During its visits, the Committee examined some skeleton cases and it was found that after liberation when the Lands Reforms activities were undertaken by Government, specially in regard to enactment of Land Tenancy Legislation, the relations between the Bhatkars and Mundkars are being strained greatly in one way or the other and the Bhatkars want to throw out the Mundkars from their properties. Also there is a reflection of acute shortage of houses in Goa and increase of prices of lands and in the event of transfer of title the new owner does not recognise the existence of Mundkars in the property.

(b) During its visit on 31st May, 1965 at village Borda in Salcete Taluka the Committee found that about 45 families of Mundkars having a population of about 350 reside in the property of only one Bhatkar for the last 3 centuries. The condition of their residing there was that they should work for the Bhatkar for 12 days per month on daily wages of 3 annas for male and 1 anna for female. The original Bhatkar subsequently sold the property to another person and since then the Mundkars are facing the threat of eviction from that property by the new landlord. The cases are pending before Administrator (Mamlatdar) and in the meanwhile the landlord constructed houses, demolishing Mundkars' houses, or huts, or cowsheds. One of the walls of a new house actually blocks the door of Mundkar's house. The landlord continues the construction and the mundkars are helplessly clamouring for help. Many others are already warned to vacate. The mundkars were willing to pay the cost of land.

(c) Later on, the Committee visited village Bansaim of Kakoda Panchayat in Quepem Taluka on the same date where it saw that there are about 35 families of Mundkars staying in houses built of mud which are pretty old constructions. They need urgent repairs which the Bhatkars object to do. Their eviction cases are pending in the Administrative Tribunal.

(d) General tendency of the Bhatkars is that they seek the usual course of law through the Administrative Tribunal for the eviction of Mundkars. However, the mischief generally played by the landlord is that they harass the Mundkars by way of putting them to great inconvenience by all sides in their routine life such as not allowing cattle to pass through

their locality, dumping of mineral ore in the midst of their houses, cutting down plantations made in the kitchen gardens of mundkars etc. In some cases, the Bhatkars have tried for illegal and arbitrary eviction. The Committee observed that the houses are situated in barren type of land and also unproductive. There was a case where landlord has locked the house of the mundkar during his absence and now the family is residing outside the same. Authorities could not explain.

(e) In its next visit to village Moira in Bardez Taluka on 1st June 1965, the Committee's examination revealed that the mundkars system prevailing there is of a different nature. Most of the people stated before the Committee that they have migrated from the nearby villages to this village to seek odd jobs and in many cases the local landlords needing agricultural labour gave them their out-houses to occupy. Some of them are also the agricultural tenants of the Comunidade lands. They are occupying such houses for the last so many years and doing service to the landlords and also doing other odd jobs of the village such as agricultural labour. Now that their rights are likely to be established, the landlords are trying to evict them. The result is that, if they are evicted from their houses, they will have no house in their original villages, as it collapsed, since it was deserted by them long back. Now the problem is that of rehabilitating them. Most of the landlords of this place are returned emigrants who had been outside Goa for years together. Some of the Mundkars were taken out of the house during the absence of Bhatkar. They were also doing the work for the house in return for the accommodation given by the landlord. Now since the mundkars' houses in the original villages are not more there, and the landlords have evicted them from their present houses the problem of such mundkars has become acute. The Sarpanch of the village recommended to the Committee that waste land of the «Community» could be utilised for their rehabilitation. Over a hundred families are involved.

(f) The Committee then visited Saligaum Village and after verifying the conditions of so called Mundkars it was concluded that these mundkars do not come under the proper mundkars definition. They are mostly caretakers living in landlords' compounds or in out-houses of landlords who are mostly returning emigrants. The landlords are asking them to leave the houses without any cause. They are agreeable to leave the houses but no alternative accommodation is available. The landlords cannot wait. There are more than 100 houses of mundkars. Some of them render services to Bhatkars, guarding their properties, etc. Most of them are agriculturists (Tenants). Some 50% mundkars have constructed their homesteads at their own cost. A few cases were exa-

mined and it was revealed that some of them are being evicted. The Sarpanch of the village, however, suggested that barren land belonging to the Comunidade of Saligao may be utilised for the plots, for construction of houses of mundkars and their problem be solved.

(g) On 2nd June 1965, the Committee visited the village of Mercês (Panjim Taluka) and after examining a few cases, were satisfied that many of the Bhatkars want eviction of mundkars from their properties.

(h) Later on, the Committee visited (on 8th October, 1965) the villages Morjim, Mandrem, and Dhargal in Pernem Taluka. Many cases of various nature were examined. Especially in Pernem Taluka, there prevails another type of Mundkarism. The persons staying in the property of Bhatkars are «Kotti-cum-Mundkar». There are also regular Mundkars doing service for the landlord in form of «Rakwaldar» and have got houses in the landlords' property. The Bhatkars' lands are brought under coconut plantation, etc. generally by «Kotti» system by the Mundkars («arrematante» or lease-holder) where they pay some amount as rent to the landlord for the land on which they have done the plantation. The Mundkars have also their houses in the «Kotti». They have lived there since years together and in some cases the houses are augmented by their forefathers. The plantation was also being allowed around the houses for their personal enjoyment. In some cases the Mundkars, who are «Tolluk» and not «Kotti», they get some 10% of the yield of coconut from the landlords as against their service rendered. In general the Committee found in Pernem that there are complaints that the «Kotti» is being terminated by the landlords and the problem is about their houses in such lands. The «Kotti» cannot come under the definition of «Mundkar». However, this particular type of another system of «Kotti-cum-mundkars» attracted attention of the Committee.

(i) The Committee paid its last visit to village Benaulim in Salcete Taluka on 16-1-1966 where it was found that the relations of Bhatkars and Mundkars are too strained. Generally, they do their service for the Bhatkars. However, there are some mundkars who do not work for Bhatkars. Some mundkars also pay some rent but they are, generally, of merchant class. There are some cases of mundkars who have become rich, however, they continued to do the old work «vigia» (looking after the property); but some are not in a position to do any manual work of the landlord. There are also Mundkars engaged in professions of various nature i. e. toddy-tappers, fishermen, artisans, carpenters and seamen. In some cases, it was mentioned to the Committee that the Bhatkars demand the services of Mundkars not only for themselves but also for their relatives and even for domestic work. The relations are further

trained by illegal arbitrary eviction by the Bhatkars and also disallowing them from reconstruction, repairs to their houses.

ENQUIRY REGARDING SIMILAR PROBLEMS IN OTHER STATES

3. Simultaneously the Committee wrote letters to the Governments of Maharashtra, Mysore and Kerala, to know whether similar problem of «Mundkars» existed in those States and what measures those Governments have taken to solve the problem.

POSITION IN MAHARASHTRA

4. The Government of Maharashtra replied to say that there is no specific class of people in the State who could be compared with «Mundkars» of Goa. However, there were landless agricultural labourers whose houses or homesteads existed on the land belonging to others. Without giving a separate treatment for the problem of such people, that Government have included this class of people in their Agricultural Tenancy Act, in Sections 16, 17 and 18, which are as follows:—

16. Bar to eviction from dwelling house. — (1) If in any village, a tenant is in occupation of a dwelling house built at the expense of such tenant or his predecessor-in-title on a site belonging to his landlord, such tenant shall not be evicted from such dwelling house (with the materials and the site thereof and the land immediately appurtenant thereto and necessary for its enjoyment) unless—

(a) the landlord proves that the dwelling house was not built at the expense of such tenant or his predecessor-in-title; and

(b) such tenant makes (any three defaults) in the payment of rent, if any, which he has been paying for the use and occupation of such site.

(2) The provisions of sub-section (1) shall not apply to a dwelling house which is situated on any land used for the purpose of agriculture from which he has been evicted under (Section 31).

17. Tenant to be given first option of purchasing site on which he has built a dwelling house. — (1) If a landlord to whom the site referred to in section 16 belongs intends to sell such site, the tenant at the expense of whom or whose predecessor-in-title, a dwelling house is built thereon shall be given in the manner provided in sub-section (2) of the first option of purchasing the site at a value determined by the Tribunal.

(2) The landlord intending to sell such site shall give notice in writing to the tenant requiring him to state within three months from

the date of service of such notice whether he is willing to purchase the site.

(3) If within the period of three months so specified the tenant intimates in writing to the landlord that he is willing to purchase the site, the landlord shall make an application to the Tribunal for the determination of the value of the site. On receipt of such application the Tribunal after giving notice to the tenant and after holding an inquiry shall determine the value of the site (which shall not exceed 20 times the annual rent thereof). The Tribunal may, by an order in writing require the tenant to deposit the amount of value of such site (within one year) from the date of such order. On the deposit of such amount the site shall be deemed to have been transferred to the tenant and the amount deposited shall be paid to the landlord. The Tribunal shall on payment of the prescribed fees grant a certificate in the prescribed form to such tenant specifying therein the site so transferred and the name of such tenant.

(4) If the tenant fails to intimate his willingness to purchase the site within the time specified in sub-section (2) or fails to deposit the amount of the value within the time specified in sub-section (3) the tenant shall be deemed to have relinquished his right of first option to purchase the site and the landlord shall then be entitled to evict the tenant either on payment of such compensation for the value of the structure of such dwelling house as may be determined by the Tribunal or allow the tenant at his option to remove the materials of the structure.

(5) Any sale of a site held in contravention of this section shall be null and void.

17A. Tenant's right to purchase site referred to in section 16.— (1) If a tenant referred to in section 16 intends to purchase the site on which a dwelling house is built, he shall give notice in writing to the landlord to that effect.

(2) If the landlord refuses, or fails, to accept the offer and to execute the sale-deed within three months from the date thereof, the tenant may apply to the Tribunal for the determination of the reasonable price of the land which shall not exceed 20 times the annual rent thereof; and thereupon the provisions of the determination and payment of the price and the issue of a certificate of purchase contained in the next succeeding section shall apply thereto.

17B. Tenant to be deemed to have purchased the sites referred to in section 16 from specified date.— (1) After the commencement of the

Amending Act, 1955, the State Government may, by notification in the Official Gazette, direct a record of rights relating to the sites and the houses thereon in villages to be made in the manner prescribed.

(2) On the completion of such record of rights, the State Government may, by notification in the Official Gazette, specify a date on which the tenants referred to in section 16 whose names are entered in such record or their successors-in-title shall be deemed to have purchased the site of such dwelling house free from encumbrances at the price to be fixed by the Tribunal, being a price not exceeding 20 times the annual rent for the site.

(3) As soon as may be thereafter, the Tribunal shall publish or cause to be published a notice in such village within its jurisdiction in which all such sites are situated and shall, as far as practicable, issue notice to each such landlord and tenant and to any other person interested in such site to appear before it on the date specified in the notice. The notice published in a village shall be affixed in the Chavdi or at such public place as the Tribunal may direct.

(4) The Tribunal shall, after giving an opportunity to such landlord, tenant and other person interested to be heard and after holding an inquiry, determine the price of the site.

(5) On the determination of the price of the site under sub-section (4) the tenant shall deposit the amount of such price with the Tribunal—

(a) either in lump sum within one year from such date, or

(b) in such instalments not exceeding three with simple interest at the rate of $4\frac{1}{2}$ per cent per annum, and at such intervals during the period not exceeding three years and on or before such dates,

as may be fixed by the Tribunal and the Tribunal shall direct that the amount deposited in lump sum or the amount of the instalments deposited at such interval shall be paid in accordance with the provisions of section 32 Q so far as they are applicable.

(6) On the deposit of the amount of the price in lump sum or of the last instalment of such price, the Tribunal shall, on payment of a prescribed fee, grant a certificate in the prescribed form, to the tenant declaring him to be the purchaser of the site. Such certificate shall be conclusive evidence of the sale.

(7) If the tenant fails to pay any instalment on or before the date fixed by the Tribunal under sub-section (5), the amount of such instalment and the interest thereon shall be recovered as an arrear of land revenue.

(8) If after holding an inquiry under sub-section (4), the Tribunal is satisfied that the tenant is not willing to purchase the site, the Tribunal shall issue a certificate to the landlord to that effect. On the issue of such certificate the landlord shall be entitled to evict the tenant and dispose of the site in such manner as he may think fit, either on payment of such compensation for the value of the structure of such dwelling house as may be determined by the Tribunal, or after allowing the tenant, at his option, to remove the materials of the structure.

18. Dwelling houses of agricultural labourers, etc. — The provisions of section 16, 17, 17A and 17B shall apply —

(a) to the dwelling houses and sites thereof occupied by agricultural labourers and artisans in any village; and

(b) to the lands hold on lease in any village by persons carrying on an allied pursuit for the purpose of such pursuit».

POSITION IN MYSORE

5. Similar is the case of Mysore Government who also have treated the problem of the «Mundkars» type of people in their Land Reforms Act, 1961, giving them all protection and right of pre-emption.

POSITION IN KERALA

6. In Kerala, however, there existed a special legislation called «The Travancore Cochin Prevention of Eviction of Kudikidappukars Act», These «Kudikidappukars» are more or less the same as our «Mundkars» in Goa. When that Government passed the Land Reforms Act, 1963, the problem of «Kudikidappukars» was included in that legislation under a separate title called «Rights and Liabilities of Kudikidappukars».

Kudikidappukars have an individual existence without linking it with agriculture, more or less like our «Mundkars» in Goa. They are given «fixity» of tenure and they cannot be evicted and if at all they are evicted, the landlord has to provide them with alternative site within a distance of one mile of their existing abode, and the title of ownership of that site must be made in the name of the «Kudikidappukar». Relevant sections are as below:

"RIGHTS AND LIABILITIES OF KUDIKIDAPPUKARAN"

«75. Kudikidappukaran to have fixity. — (1) No Kudikidappukaran shall be liable to be evicted from his kudikidappu except on the following grounds namely: —

- (i) that he has alienated his right of kudikidappu to another person;
- (ii) that he has rented or leased out his kudikidappu to another person;
- (iii) that he has ceased to reside in the kudikidappu continuously for a period of two years; or
- (iv) that he has another kudikidappu or has obtained ownership and possession of land which is fit for erecting a homestead.

Explanation: — For the purposes of this sub-section, a kudikidappukaran shall not be deemed to have ceased to reside in a kudikidappu notwithstanding the fact that he was not actually residing therein, if any of his near relative who was residing with him in the kudikidappu for a continuous period of not less than one year continues to reside in the kudikidappu; and in such a case the near relative who continues to reside in the kudikidappu shall be liable for the rent payable by the kudikidappukaran; and «near relative» shall mean husband or wife, children, grand children, father, mother, brother or sister.

(2) Notwithstanding anything contained in sub-section (1), the person in possession of the land on which there is a homestead or hut (hereinafter in this sub-section referred to as the landholder) in the occupation of a kudikidappukaran may, if he bonafide requires the land —

(a) for building purposes for himself or any member of his family including major sons and daughters; or

(b) for purposes in connection with a town planning scheme approved by the competent authority; or

(c) for any industrial purpose;

require the kudikidappukaran, to shift to a new site belonging to him, subject to the following conditions, namely: —

- (i) the landholder shall pay to the kudikidappukaran the price of the homestead, if any, erected by kudikidappukaran;
- (ii) the new site shall be fit for erecting a homestead and shall be within a distance of one mile from the existing kudikidappu;

- (iii) the extent of the new site shall be the extent of the existing kudikidappu, subject to a minimum of three cents and a maximum of ten cents;
- (iv) the landholder shall transfer ownership and possession of the new site to the kudikidappukaran and shall pay to him the reasonable cost of shifting the kudikidappu to the new site.

Where the above conditions are complied with the kudikidappukaran shall be bound to shift to the new site.

(3) Notwithstanding anything contained in sub-sections (1) and (2), where a person does not hold more than 25 cents of land and there is a hut in the occupation of a kudikidappukaran on such land, he may, if he requires the land occupied by such hut, for constructing a building for his own residence, apply to the Government for the acquisition of land to which the kudikidappu may be shifted. In such application, he shall offer to deposit, whenever called for, the cost of acquisition of land equal to the extent of the existing kudikidappu, subject to a minimum of three cents and a maximum of ten cents. An officer authorised by the Government in this behalf may, after collecting the cost of acquisition from the applicant, acquire the necessary land under the Kerala Land Acquisition Act, 1961, give possession of the land to the kudikidappukaran and require him to shift to the said land. The kudikidappukaran shall thereupon be bound to shift to the new site. The kudikidappukaran shall be entitled before he so shifts to receive from the person in possession of the land on which his hut was originally located, the expenses as determined by such officer to reasonably required to shift to the new site.

(4) Where the owner of the land in which there is a kudikidappu considers that the kudikidappu is so located as to cause inconvenience to him, he may require the kudikidappukaran to shift to another part of the land:

Provided that the site to which the kudikidappu is required to be shifted is fit for the location of the kudikidappu:

Provided further that the owner of the land shall transfer to the kudikidappukaran ownership and possession of land equal to the extent of the existing kudikidappu subject to a minimum of three cents and a maximum of ten cents and pay the price of the homestead if any erected by the kudikidappukaran and the cost of shifting the kudikidappu.

76. Rent payable by Kudikidappukaran. — (1) All arrears of rent, if any payable, by a kudikidappukaran on the date of the commencement of this Act, whether the same be payable under any law, custom or contract or under a decree or order of court, shall be deemed to be fully discharged if he pays one year's rent or the actual amount in arrears, whichever is less.

(2) On and after the commencement of this Act, notwithstanding any contract, decree or order of court, a kudikidappukaran shall not be required to pay more than six rupees yearly as rent in respect of his kudikidappu which is not situated within the limits of any municipal corporation or any municipality:

Provided that a kudikidappukaran who was not liable to pay any rent in respect of his kudikidappu immediately before the commencement of this Act shall not be liable to pay any rent; nor shall a kudikidappukaran be liable to pay any rent to excess of that which he was paying before the commencement of this Act.

77. Filing of suits against kudikidappukaran in certain cases. — If the kudikidappukaran does not comply with the requisition made by the person in possession of the land under sub-section (2) of section 75 or by the owner under sub-section (4) of that section to shift to a new site, the person in possession of the land or the owner, as the case may be, may institute a suit against him for the purpose. The court, on being satisfied that such person has complied with all the conditions mentioned in sub-section (2) or sub-section (4) of section 75, may pass a decree for shifting the kudikidappu:

Provided that no such suit shall be instituted without giving the kudikidappukaran one month's notice by registered post.

78. Right of kudikidappukaran to be heritable but not alienable. — The rights of a kudikidappukaran in his kudikidappu shall be heritable, but not alienable except to a member of his family.

79. Right of kudikidappukaran to maintain, repair, etc., homestead or hut. — The kudikidappukaran shall have the right to maintain, repair and reconstruct with the same or different materials, but without increasing the plinth area, the hut belonging to the person who permitted occupation by the kudikidappukaran, or the homestead, at his own cost.

80. Register of kudikidappukars. — (1) The Government shall cause a register of kudikidappukars to be prepared and maintained in each village.

(2) The register shall show —

- (a) the description of the land in which the kudikidappu is situated;
- (b) the location of the kudikidappu and its extent;
- (c) the name of the land-owner and of the person in possession of the land in which the kudikidappu is situated;
- (d) the name and address of the kudikidappukaran; and
- (e) such other particulars as may be prescribed.

(3) The register shall be prepared and maintained by such officer and in such manner as may be prescribed.

(4) The prescribed officer shall, before the preparation of the register, publish a notice in the village inviting applications from kudikidappukars for registration, to be presented before such date as may be specified in the notice.

(5) On receipt of an application within the time specified in the notice or within such further time as may be allowed by him, the prescribed officer shall, after enquiry and after giving an opportunity to the land-owner or other person in possession of the land to be heard, register the kudikidappukaran or reject the application”.

7. Thus this is the position in Maharashtra, Mysore and Kerala on the problem of «Mundkar» type of people in those States. It will be seen that all the three States have solved the problem through the Land Reforms only and there is no separate legislation. It is, therefore, clear that the system itself is abolished and amalgamated in the Land Reforms.

8. Therefore, it would have been proper for the Land Reforms Commission of Goa, Daman and Diu also to consider this problem in their Report, which was not done.

POSITION REGARDING DAMAN AND DIU

DIU

9. The Committee decided not to limit its jurisdiction only to Goa and so extended the scope of its study to Daman and Diu also. For that purpose, the report of the Land Reforms Commission for Diu was of great help. It was decided that the Chairman, who was to visit Daman and Diu, could also spare some time for studying this problem in those areas.

VISIT TO DIU

10. The Chairman visited the homestead sites of agricultural tenants in Diu. All the agricultural tenants are not living on their agricultural land alone. Some of them are living in other's land. Although there is no specific system of «Mundkarism» as in prevalent in Goa, the homesteads, since found on the land belonging to others, are more or less like «Mundkar» of Goa. But the Land Reforms for Diu are yet to be enacted and the problem of these people can be included, as is done in Maharashtra, Mysore and Kerala, in the Land Reforms Act for Diu.

DAMAN

11. In Daman, there is no «Mundkar» system as such, but there is the larger problem of agricultural land and village ownership, which is receiving the attention of the Government of India, as the Ordinance which was aimed at solving that problem was challenged in the court of law. As apart from this, there is a small class of people, who live on landlord's land which they have obtained on perpetual lease on payment of «Foro» to the landlord, which is generally called «Jhupdi». Other than perpetual lease agreement, there is no protection to this class of people and since the time of Ordinance, the landlords are hesitant to grant further lands or any facilities to the leaseholders. However, there is no acute problem felt by these people up till now. Some cases of objection by the landlords to the repairs of such houses were the people were questioned.

GENERAL

12. Generally, it is noticed that there is no contract or agreement between the «Landlord» and the «Mundkar», although it was mandatory under the existing law. Further, it is noticed that most of the landlords allowed their mundkars to construct their own houses at their own cost, but on a licence to be obtained in the name of the landlord and not of the mundkar. There are many houses which are demolished by the landlords and the «Mundkars» could not go to the court as there was no licence in their name.

There are instances also where the mundkars have sub-let their houses or part of their houses in certain industrial areas. Most of the mundkars who were originally artisans or agricultural labourers, have taken up new professions, which is but natural in the growing society.

Thus this, in brief, is the summary of the present position as was found at the time of enquiry.

CHAPTER IV

Findings & Recommendations

PART I

The Committee appointed for the purpose of studying the Bhatkar-Mundkar relations and their problems, was not given any particular and specific terms of reference. So it was understood that the purpose of appointing the Committee was to study the general aspects of mundkar system and in particular, the question of giving adequate protection to the mundkars.

2. It was also felt that the existing law should be studied in all its aspects with relation to mundkar problem and it should be examined whether the law can give adequate protection to the mundkars.

3. Further, to understand the problem in its true perspective, it was necessary to investigate and find out as to actually how many families are affected by mundkar system.

4. There was a general feeling that the existing law does not provide for adequate protection and that large-scale eviction of mundkars from their houses is taking place. If so, it was necessary to examine the number of cases of eviction. The Committee, therefore, formulated its line of action based on the above aspects of the problem.

5. It first issued a circular to the Gram Panchayats with a view to collect the factual data regarding the mundkars' families in each Village Panchayat. The information collected as per the circular regarding the mundkars is given in Appendix II.

6. Secondly, the existing law was thoroughly studied to find out whether it can provide adequate protection to the mundkars. A copy of this law is at Appendix I and our comments on the same are given hereafter.

7. The Committee, thereafter, called for various suggestions from the people as per our press-note dated 18-2-1965 and the summary of the suggestions made by the members of the public are in Chapter III. The Committee thereafter went on a tour of certain selected villages

wherein large-scale eviction of mundkars was complained of. The findings of the Committee during the tour are summarised and are given in Chapter III.

8. Our first task, therefore, is to understand the magnitude of the problem in the light of the information collected as to the number of mundkars.

PART II

A proforma was sent to all the Panchayats, as is said earlier, to collect the actual data about the mundkars in all its aspects. The report received from each Panchayat was studied by the Statistics Department and a note was prepared, as may be seen in Appendix II. According to this note, there are 41,053 mundkars' families in Goa, i. e. about 32.4% of the total number of families in Goa. From the age-old days till today, these families have always been living under domination of their landlords. No doubt the Committee observed that a great number of mundkars got land from their landlords freely out of compassionate grounds and the relations between them are quite cordial. It is only a small percentage of mundkars who are facing the threat of eviction.

2. It is noticed here that this statistical data does not give the actual number of such families as are under the threat of eviction. This may be due to the fact that the families that have already been evicted and who are now living as mundkars in other landlords' properties, did not find it necessary to mention that they were earlier evicted. Others who are facing eviction also have not mentioned anything and the study does not give statistics about such people.

3. In the absence of such a statistical data, a clear picture does not emerge as to the number of families who are facing eviction. Further, it is noticed that many of the evicted victims never approached the authorities and there is no record with the authorities regarding those evictions, which were arbitrary. Still there are cases of eviction through the civil courts and further, there are cases of surrender for some reasons or other. So it is found difficult to arrive at a correct picture. But from the figures available from the Mamlatdars' Offices, who are the authorities under the existing law to decide the disputes between the landlords and the mundkars, a fairly correct idea can be obtained.

4. Further, the findings of the certain localities which were visited by the Committee, give an idea as to how critical is the situation in the villages for the poor mundkars who are sought to be evicted by the landlords. Considering the total number of mundkars' families, the only thing, therefore, that can be concluded from the statistical study is that, a large scale eviction which is reported, cannot be generalised to include all mundkars. But the plight of such persons as are being evicted, is miserable and is indicative of the serious problem of mass eviction that might arise if the tendency is not nipped in the bud by timely action. The pro-

blem is also an urgent one, as, at the moment hundreds of families are facing mass eviction in the courts.

5. Neither it is true to say that the Committee was warranted only as a result of large-scale general eviction resorted to by the landlords. The question, however, was to study and suggest ways and means to eradicate a system which is out-dated and which is a stigma to human dignity, as it smells of dependency and suppression under threat of losing one's abode if he incurs the ill-will of his landlord. It is true that certain legislation exists to protect them, but that legislation also put the mundkars always at the mercy of the landlord as the doors for litigation were open and the mundkar, poor as he is, would not have means to have justice under such litigations and so would prefer to choose a life of dependency rather than of conflict. It is, therefore, necessary that this system is once for all abolished and the poor mundkar is relieved of all incumbences on his dignity and rights as a free man.

6. This is a question of social security and no security is complete if one's abode itself is not secure. So the Committee's functions were not restricted, but full scope was given to the Committee to study and suggest ways and means to solve the problem.

7. Coming to the problem, we find that the number of mundkars' families are mostly located in Salcete, Ponda, Bardez and Goa Talukas, wherein 63.7% of the mundkars' families are residing. This means that the population of these areas is high and that the land available for houses is scarce and is in private hands. However, since the Comunidade system is also equally in vogue predominantly in these Talukas and Comunidades did have a scheme to provide adequate land for housing, the number of mundkars' families at least should have been less, as they could get land from the Comunidades for constructional purposes. The explanation as to why these mundkars could not get the land is alleged to the fact that the Comunidades were managed by landlords, who in turn were also the owners of other private lands and they would not allow the mundkars to own land from the Comunidades.

8. Compared to this, the number of mundkars' families in Bicholim, Pernem, Satari, Quepem, Sanguem and Canacona is less because the population in these areas is scanty and the land available is in abundance and the only mundkars still available over these may be due to the fact that the Comunidade systems are not so much in vogue in these areas and the lands belonging to the Comunidades have passed in to the private

hands. Hence, even in these areas, in spite of the population being scanty and the land being available, we find mundkarism. But there was no way out to it, as the land passed purely in private hands. Only jungle areas remained, i. e. 31%. The remaining 69% is private land.

It is, therefore, necessary to stop the system by providing adequate land in future through planned use and distribution of land and at the same time, by protecting the existing mundkars and relieving them from the system of mundkarism by reducing their existing abodes.

9. It is noticed in the statistical data as at para 3 that out of the 41,053 mundkars families, 66.6% do not serve the landlord in any way. This amplifies the conclusion drawn above that the land was not available and perhaps if available, the cost was not within the reach of the poor man and hence the mundkars had to depend on landlords for the land. So it was not always purely for services that the mundkars went to the landlords, but the services were done for obtaining the land. But a pretty large number of mundkars do not render any regular service to the landlords, except that they are under their dependency and obligation which may call for any types of odd services free and sometimes at the whimsical will of the landlord. This also amplifies the fact that it is not always for service sake that the lands were granted, but that the landlords, by and large, were liberal and considerate. It is natural that the generosity in giving free land for occupation should expect respect from the beneficiaries and it is right that they must get adequate compensation from the mundkars for the lands occupied, and should not be penalised for being generous.

10. About 16.8% have not specified the services they render to the landlords. The remaining 13.3% only, therefore, serve the landlords. This servitude, other than the one of the general watch and ward service, amounts to forced labour. Watch and ward service done by the mundkars could be classified as tenancy and so could be separately dealt with as a tenancy case regulating this tenancy question between the landlord and the mundkar as a tenant separately. But other services, such as labour services or cultivating the landlords' land once a year, coconut plucking or serving at the landlords' houses and even for the relatives of the landlords, either regularly or on certain occasions cannot be made a compulsory service in this age. All such systems must be abolished forthwith and extraction of such work should be forbidden. The watch and ward service should not also be attached to mundkarism, as it is purely a service question and mundkarism is purely a question of his residential abode. So treating mundkarism as apart from service

and since it is full with all other evils, it should be abolished outright declaring the mundkar as deemed owner of that part of his land and the land appurtenant thereto. Constitutional difficulties may exist, but there is no other better solution. Perhaps, there will be consequential problem either of fragmentation of rural property or displacement of Mundkars which should be thoroughly studied. The other areas which are under him for watch and ward service should be purely «a tolluk» or «khotti». This is all the more necessary as no such system of mundkarism exists anywhere in India, except in Kerala where it is also being abolished. So mundkarism must be scraped however benevolent, as it is claimed to be.

11. From the records of the statistical data, it is noticed that out of the total number of mundkars' families, only 3,658 families are from urban areas and the rest 37,395 are from rural areas. While giving full protection and abolishing the mundkar system in rural areas and separating the watch and ward system from mundkarism and while treating it as a service or tenancy matter with all its responsibilities and liabilities the question of mundkars of urban areas will have to be treated on a different footing. Urban area mundkars may include those who live in cities or in nearby suburbs where the owner himself would need the land for some projects and it is in the national interest that such projects are encouraged and the mundkars are evicted from the land. But the human aspect of mundkars' families involved must not be forgotten. So it is suggested that adequate provision be made to rehabilitate such of the mundkars of urban areas who may be evicted, on the lines as is generally done in the rest of the country. If the landlord wishes to construct a building for rental purposes, the evicted mundkar may be given preference in the building on fair rent basis or he may be rehabilitated on some other land, the landlord being responsible to contribute a reasonable percentage of the cost of the building and the land considering the present value of constructing a house which has been demolished and the cost of purchasing the land from which he has been evicted. Such persons are mostly traders and city workers and their livelihood is found in the cities. So some residential colonies on co-operative lines could be organised, if the number of evicted people is adequate, and without shifting them to far flung places, they could be suitably accommodated on modern lines in urban areas by acquiring suitable land.

12. We have suggested above that the mundkars system should be abolished forthwith and the mundkar should be deemed owner of the land occupied by him for dwelling purposes. This will mean compensation to

be paid by the mundkar to the landlord for the land thus acquired by him. If he is a poor mundkar, it may be beyond his capacity to pay compensation for that land and as such, instead of being a relief, this facility may be a burden to him. It is, therefore, felt that while vesting this land in the mundkar's custody, he must be given an opportunity to purchase the same as and when he desires to do so. Till such time, he should be given all protection to continue on the land as protected tenant. Facilities, however, should be extended to him to obtain loan to purchase the land and repay the loan in instalments. This financial arrangement should be made through different agencies. The prices of such land are to be fixed as per the principles laid down in the Land Acquisition Act. If, however, the mundkar does not desire to purchase the land at all inspite of financial aid and whereas the landlord wishes to sell the land to anybody who is willing to buy it, the mundkar can, thereafter, be evicted with due notice. This is necessary, as otherwise the landlord may be put in the predicament, of not being able to sell his own land because the mundkar would not vacate nor buy the land.

13. In the case of a poor mundkar who cannot afford to buy the land, it may be suggested that the Panchayat Body should purchase the land and the mundkar could continue thereafter on that land as tenant of the Panchayat till such time as complete payment of the value of the land paid by the Panchayat is repaid by the mundkar in easy instalments to the Panchayat. Generally, for this purpose, the Panchayat might have their own housing programme as they are entitled to do under Panchayat Regulations. The methods for fixation of compensation should be as per the Land Acquisition Act.

14. Generally, the mundkar who may at the same time hereafter be a tenant or watch of the property of the landlord, earns a part of his livelihood on the watch and ward service and if this watch and ward service or tenancy is removed from him, then it may be an indirect method of evicting him from the land. So his «tolluk» or «khotfi» must be secured. Also if his kitchen garden is stopped, it may also contribute towards his eviction. But if the landlord wishes to sell the whole property which is with the mundkar as a tenant or for watch and ward purposes, then the mundkar should have the right of pre-emption to that property. If, however, he does not or cannot afford to exercise this right due to any reasons, then he should continue to be the tenant or watch of the new landlord. For that matter the liability as the tenant or watch for the losses in that property must be well set and he should be made responsible for all the losses in the property which are under his charge, provided an appropriate authority, under due enquiry,

feels that the losses were due to his negligence or of his own creation or by his faults.

15. However, there is a feeling that if the mundkar is given protection in his house and if the same mundkar is accepted as a tenant or for the purposes of watch and ward service of the property of the landlord, then the mundkar is likely to be uncontrollable and may damage the property of the landlord with a view to harass him. This fear may be true, but for that matter it is not necessary to keep the very abode of the mundkar at the mercy of the landlord.

Sufficient safeguards may be made prescribing his responsibilities and liabilities. Some penal provisions could also be provided in the legislation, which would be sufficient to allay the fears of the landlords. But if the appropriate authority finds on enquiry that the tenant has constantly and repeatedly committed faults intentionally, then after a last warning, he may be discontinued.

16. Thus our recommendations could be summarised on this issue, as follows: —

1. Mundkar System should be abolished.
2. The Mundkar should be the deemed owner of the land occupied by him and the land apurtenant thereto.
3. The practice of obtaining compulsory and all other services in all its forms from the mundkar by the landlord, be stopped.
4. The watch and ward service (Tolluk or Khoti) of a resident in the property should be maintained and the relations between the landlord and the Tollukdar or Khotidar should be regulated on reasonable terms separately specifying therein the responsibilities and liabilities on the part of both.
5. Since it is suggested that the mundkar should be treated as deemed owner, the landlord must get adequate compensation and it is to be fixed as per the approved principles, provided that these purchases could be effected by the mundkar as and when he desires or can afford.
6. If the landlord wishes to sell the land occupied by the Mundkar immediately and if the mundkar cannot afford to buy the same, he should be helped to buy the same through some financial agencies. Even if after such assistance is provided, he refuses to buy, then the landlord should have right to evict him.

7. If the mundkar is too poor to buy the land, it is suggested that the Panchayat Body should purchase the land and the mundkar could continue on that land as a tenant of the Panchayat, till such time as the loan is repaid in the form of rent. Panchayats can do this under their Rural Housing Schemes.
8. If the landlord wishes to sell the Tolluk held property, then the Tollukdar(s) should have a right of pre-emption concerning the portion of property held by him (them) at a value which the landlord may get in the open market to be assessed by appropriate authority. In case the Tollukdar(s) does not exercise his (their), right, then his (their) rights of Tolluk be secured and the new landlord will accept him as his Tollukdar(s).
9. The mundkar should have the right of access to his house.
10. Abolition of mundkarism will entail land for housing problem thereafter. So adequate land will have to be reserved for housing by the Government as well as by the Panchayat.
11. The case of mundkars of urban areas should be treated as exception to the general rule, on the condition that the landlord, if he has a proposal of a project on the land, should be entitled to resume the land for the project, on the conditions to be fulfilled as follows: —
 - (i) that the resumption should be authorised by the Government for an approved scheme;
 - (ii) if it is for constructing a building, the mundkar should have a right to occupy one of the blocks at fair and concessional rent;
 - (iii) if it is for any other purpose, the landlord should bear a reasonable percentage of the present construction cost of the house that is demolished with a view to rehabilitate that mundkar.

PART III.

Since the Committee was appointed to go into the problem of mundkars, even though there was a Legislative Diploma No. 1952 dated 21-11-1959 to safeguard their interests, it only means that it was necessary to study this Diploma and see whether it can do justice and give adequate protection to the mundkar. The very fact that a number of cases were registered in the Administrators' Offices (and now Mamlatdars Courts) for eviction and many are evicted, shows that the law not only kept open the doors for unlimited litigations but failed to give protection. There were many who did not even resort to the proper procedure for eviction as is laid down in the law, but straightaway took measures to evict the mundkars from their houses, challenging them to go to court for seeking justice and there were cases where the poor victims had to pack their baggage and walk off, as they could not contest the case in the court of law. The helplessness was such that although there was a law, there was no protection to the mundkar against such arbitrary action of the landlord. Only in cases where the mundkar also could afford to put up against this arbitrary action equally with the same determination, the cases were heard before the Administrator (Mamlatdar). But in the rest of the cases, it was a smooth walk-over by the landlords against the mundkars' safety.

2. In such cases when the mundkar went to the Mamlatdar for protection, there was no provision in the law to enable the Mamlatdar to pass orders for injunction, even temporary, to stop the arbitrary action of the landlord. The only course open to the mundkar was to go to the Civil Court, for injunction which the poor man generally avoided, as he would be caught under provisions of general law, by passing the Mundkar Law.

Besides, it would mean delayed process and actually that was the trap where the landlord wished to get him in, with a view to delay and deny justice by complicating the case. In the meanwhile the landlord would complete the «fait-accompli» and sit happily with the house in his possession and the mundkar having been evicted. Thus the existing law does not provide for any remedy against arbitrary action of the landlord and hence found to be ineffective.

3. The very fact that there is no contract signed between the landlord and the mundkar, although it is required under the law to have such a contract, puts the mundkar into the first difficulty, that of proving that he is really a mundkar and unless and until this fact is first established, the Mamlatdar cannot come to his rescue, as there is no power delegated to him as is said above, for even temporary injunction. This is, in general,

the problem as it is found that most of the cases of eviction were not as per the process laid down in the law, but direct arbitrary action on the part of the landlord. The Committee could see some houses being locked by the landlord where there was no authority to open the same immediately. There are also cases where the evicted mundkars residing by the side of the outside wall shelter of their houses. There are also some cases where the houses are already demolished. In certain cases right at the time of monsoons when the poor mundkar is to do the re-roofing of his thatched house by uncovering the roof for the purpose, he is prevented from re-roofing it and in the rains the walls collapse. Thus the existing law was found to provide no remedy for such cases.

4. The «Lei de Mundcarato» in its articles 3, 4 and 6, lays down that the Administrator of a concelho is the authority to decide the cases, but it does not lay down any procedure to be followed by the Administrator (Mamlatdar) in this respect. Neither does the whole Act refer to any of the general procedural law to guide, the procedure to be followed in the proceedings under this law. As such, it is difficult to the Administrator to resort to procedural law. Further, although it lays down that the Administrator is the authority to decide the disputes, it does not forbid specifically the jurisdiction of the Civil Court in such matters. It is noticed that many cases which should have been dealt with before the Administrator, have also been raised before the Civil Court and often on technical grounds, since the objections were not raised in the Civil Court regarding its jurisdiction, the cases were heard and disposed of purely under Civil Code based on proprietary rights, sidetracking thereby even the meagre protection given under the «Lei de Mundcarato» and thus the purpose of Law is defeated.

So it is necessary to have a fresh legislation with special mention of the procedures to be followed and to bar the jurisdiction of the Civil Court in such matters.

5. The whole law instead of giving protection to the mundkar, lays over emphasis on the procedure to be followed by the landlord for the eviction of the mundkar.

Article 1 of the Diploma, which is the prime article, simply says that «the juridical regime of plot tenement in the rural properties of others, for the purpose of permanent residence, shall be governed, in the absence of written agreement, by the clauses of the present Order».

Article 2 defines who is the mundkar.

Articles 3 and 4 lay down the procedure for the contract only.

Article 5(a) says that the «contract is presumed to be gratuitous and for an indefinite time». But in the subsequent sub-clauses of the same Article 5, it entirely deals with the conditions under which a mundkar, under what is known as «justa causa», can be evicted.

Article 6 lays down as to how the «justa causa» should be established.

Article 7 defines what is meant by «justa causa». Further, Article 7(a) lays down that if any member of the family of a mundkar is condemned for a non-appealable offence, that can be a sufficient «justa causa» against him to evict him from the house. Thus, for the same offence, the eviction from the house is a second punishment.

Articles 8 and 13 leave the door open for the mundkar as well as the landlord to challenge the decision of the Administrator.

Articles 9, 10 and 12 deal with as to how the mundkar once evicted through proper channels, has to vacate his premises.

6. Thus it will be seen that the law was meant to give protection to the mundkar, but in practice, the exhaustive procedure laid down for eviction was invariably resorted to by landlords thus reducing this to the procedural law for evicting the mundkar. So, it is necessary that the whole law is replaced and adequate protection is given to the mundkar in the new law.

7. The pretext under which an eviction is legalised is laid down in Article 5(b) under what is known as «justa causa». Article 7 defines «justa causa» keeping in view the «Mundcarial» convention and it is quite clear from it that the landlord can raise any dispute on any pretext with the mundkar to establish «justa causa» and get him out of the house. The very fact that while establishing «justa causa» under Act 6, the Administrator has to keep in view the social status and education of the parties as well as other circumstances prevailing in that case, speaks of double standards required to be followed by the Administrator, because in case where the mundkar is of high status and educated, that consideration will have to be taken into account, while the poor and uneducated are not entitled to that consideration.

Further, the Administrator has to take the relations between the landlord and the mundkar into account, based on status, while establishing «justa causa». The very Art. 7 says that even the «grave circumstances» which turns impossible the subsistence of the relation which

the «Mundcarial» convention presumes, is considered «justa causa» and generally under «Mundcarial» convention, complete subjugation of the mundkar is one of the conventions and the mundkar cannot stand upright in front of a landlord, which itself would be an affront to the landlord under the «Mundkarism», hence «justa causa». The very basis for «justa causa» includes in it the presumption that the mundkar will always behave in a subjugated way before the landlord and he has to tolerate the domination of the landlord.

No doubt in single para of Art. 7, it is laid down that «the use of any malice, fraud or even provocation on the part of the persons mentioned in the second part of sub-clause (a) with the intention of producing «justa causa», basis for eviction, removes from the acts and facts established in this article and its sub-clauses, the nature and effects of «justa causa» such as have been defined». This looks as if that the landlord cannot purposefully create a «justa causa» with a view to evict the mundkar. But who is to prove the malafide intentions and manoeuvres of the landlord before the Administrator to his satisfaction? And with what proofs?

Thus it will be seen that the existing law cannot protect the mundkar at all and it is more so now, as under the Constitutional change that has taken place in Goa, the law has to lay down specifically the course of action to be followed which is lacking in the existing legislation. The so called «justa causa» is not only a vague term, but also rather an illusive one.

In Art. 1 and again in Art. 3 and 5, it lays down that in the absence of a written agreement, the clauses of this law will be applicable. Nowhere in the body of the Act it mentions that the agreement should not be against the provisions of this law. Thus it means that wherever there is a written agreement, the provisions of this Act are not applicable or are abridged to that extent. So the Act is applicable only for those where there is no agreement and the agreement can be against the very spirit of the Act, as it is not forbidden in the Act to the contrary. The very first Article makes the written agreement an exception to the law.

The whole law, although lays down the procedure of evicting the mundkar, that procedure, however, does not seek to make any alternative arrangements for the rehabilitation of the evicted mundkar and thus becomes illusive.

Thus the eviction is granted with utter disregard to even human aspects that are involved in such eviction, as it is an eviction of a

family from the house. In Art. 9 and 12 it grants that the mundkar can carry with him the remnants of the demolished house.

Thus it is necessary to consider adequate provisions in the fresh legislation to rehabilitate the evicted families of the mundkars.

8. In Art. 2, the term mundkar is defined. It is, however, necessary to re-define the term clearly and conspicuously. Further, the scope of the definition will have to be also enlarged to include some new cases where some care-takers or the labourers living in the out-houses or in the house-compounds.

These, however, cannot be called as real mundkars. So a distinction will have to be made between such type of mundkars and others. So also the mundkars from rural property and the urban property will have to be clearly distinguished and defined, as it is proposed in the earlier recommendations that the urban mundkars, rural mundkars and care-taker mundkars will be treated on different footings so far as compulsory sale, i. e., deemed ownership and eviction is concerned.

The existing law does not differentiate between all these types of mundkars and as such, the problems are likely to be created which may hamper the economic development of the territory.

The existing law also does not define the term landlord. So it is necessary to define the same to include, in addition to a bhatkar, all other agencies who may own land on which a mundkar settlement exists and all the middle men, such as, Khotis or «arrematantes».

The existing law is only a procedural law for evicting the mundkars and does not lay down adequate safeguards for indirect methods of eviction, such as, removal of «Tolluk» which now we intend to take as «tenancy» or obstructing the mundkars' way to his residence or destroying his kitchen garden etc. The new law, therefore, should avoid all such loopholes and should take all these facts into account and provide adequate safeguards against indirect and coercive circumstantial methods of eviction.

Thus it will be clear that any further continuance of this law will be detrimental to the interests of 40,000 families in Goa and more so, because the landlords are now seized of the problem that the reform is now in the offing in this regard. The Government cannot repeal the law without replacing it by another one.

9. Under the circumstances, we are of the opinion that the law should immediately be replaced by a fresh one and for that our recommendations are as follows:

1. that the existing «Lei de Mundcarato» etc. be forthwith repealed and that the new law on the lines and recommendations of this Committee be enacted;
2. that while enacting the law, there should be provisions to enable the authority to issue injunction orders in case of any dispute under the law;
3. that the jurisdiction of the Civil Court in this matter be barred;
4. that while accepting the existing definition, a new category of people, such as, Caretakers or labourers, should also be covered in the definition; provided that they are not entitled to the facilities as deemed owners, but they should get facilities only for rehabilitation;
5. the authority to decide disputes should be the Mamlatdar and the procedure to be followed in his court may be the same as is provided for in the Mamlatdar's Court Act;
6. since at the moment there is no record or signed contract between the landlord and the mundkar to prove that he is a mundkar, all the persons living on the landlord's property and who fall within the definition, may be termed as mundkar and the Panchayats should make a ready survey and a register of the mundkars' families in their respective villages in accordance with rules to be framed under the Act and these records shall have evidential value.
7. the dispute over the issue whether a particular person is a mundkar or not should be decided by the Mamlatdar after due on-the-spot enquiry with reference to the register; no such disputes should be entertained after a particular period;
8. only one «justa causa» for eviction of the mundkar should be accepted and i. e., only for the mundkars residing in urban areas and for care-taker mundkars: provided the landlord has developmental schemes duly approved by Government and subject to our other recommendations;
9. in case of an arbitrary action by the landlord to evict or threatening to evict a mundkar, it should be mandatory for the Mamlatdar to immediately issue an injunction and give all protection to the mundkar and transgression or violation of the order of the Mamlatdar shall constitute a penal offence.

10. in case of demolition of a house or such other matters, the landlord should be made responsible to reconstruct the same, failing which, Government may reconstruct the house and recover the cost thereof from the landlord as arrears of land revenue;
11. adequate powers be given to the authority to intervene in case of indirect and coercive methods of eviction;
12. wilful negligence on the part of the mundkar with the purpose to take undue advantage of the Act, should also be made punishable, after due enquiry;
13. all appeals should lie to the Administrative Tribunal;
14. Government should have powers to call for cases and decide only in special circumstances and where special circumstances in the public interest are involved;
15. no contract so far as house is concerned should be obtained under any form, but a contract may be entered into regarding the «Tolluk» or «Khoti» and «Tolluk» or «Khoti» agreement can be drawn; provided it is not against the spirit of this law.

PART IV

During the committee's tour and enquiry new types of problems were raised. They are referred to in Committee's enquiry in Chapter III.

2. It is noticed that a large number of people who are mainly agricultural labourers, but who have their homesteads in different landlords' property, have become helpless.

Strictly speaking, they do not come under the existing definition of the term «Mundkars». The people in Daman and Diu also are of the same type.

3. In Saligaum and Moira of Bardez Taluka, where we found the care-taker system prevalent, a special study will be necessary and the care-takers who are not «Mundkars», will have to get some sort of consideration, on humanitarian grounds. The problem as solved by Maharashtra and Mysore, cannot be made applicable here since there is scarcity of land. We cannot cover all our existing mundkars in the term «agricultural labourers» or artisans, as many of the mundkars today have taken up new professions and vocations, including that of clerical.

So rather than basing our definition on the profession or vocation of the mundkar, we will have to base it on the fact that such persons are in occupation of land belonging to others for their homesteads.

4. The Acts of Maharashtra and Mysore set down elaborate procedure for evicting a mundkar. But the Maharashtra Act seeks to declare the mundkar as deemed owner. The Act of the Government of Mysore gives right to the owner of the house to purchase the site.

5. The Land Reforms Act of Kerala gives a special treatment to such problem and provides that if the «Kudikidappukars» are to be evicted, an alternative site will have to be provided the ownership of which will have to be transferred in the name of the «Kudikidappukars». This, however, still keeps the door open for litigation and the poor people finding it difficult to contest, may lose their rights, as those are to be earned with investment in judicial proceedings which are beyond their reach and where the decision is not guaranteed.

6. So it is necessary to minimise such litigations. A suggestion made by some representatives of the landlords feels that the mundkars should

not be allowed to live on the land free of cost. That means that there should not be objection for the mundkar to purchase it.

7. It is noticed that the Comunidades have a scheme to grant land for housing. It is also further noticed that the Government has a housing scheme wherein they have thought of reclaiming land and granting it for housing. Considering their various schemes for low-income group housing, industrial labour housing and such other schemes, there is lot of scope for these schemes to include and solve the problem of «Mundkarism».

The grant of Comunidade land also should be restricted to landless persons who are mostly mundkars or either do not have their homesteads or have it in the private landlords' land.

8. Under all these circumstances, the suggestions of the Committee will be:—

1. That the case of Agricultural labour and the care taker type of mundkars should be specially studied and it should be made obligatory on the part of the landlord to contribute towards his rehabilitation costs;
2. All the waste lands of the locality should be assessed and the care-taker mundkars should be rehabilitated on that land;
3. The definition of mundkars should not be restricted to labour class or artisan class engaged in agricultural activity only, but it should have wide scope to include all those mundkars who have now changed their professions but who have their houses or homesteads upon the landlords' land;
4. Subletting and taking tenants on the rental basis by the mundkar in his homestead should be forbidden;
5. If any wilful surrender is agreed to between the landlord and the mundkar, the surrender should be only before the Mamlatdar;
6. The Diu agricultural labour or the persons who come under the definition of mundkars, can be given full protection under the Diu Land Reforms;
7. The case of Daman may be included in the legislation for protection of the mundkars;
8. Separately, Government should study whether a separate legislation would be necessary to protect the mundkar or whether this problem can be incorporated in the Agricultural Tenancy Act, giving wider scope to the definition to cover all the cases cited above;

9. In Comunidade land, which was meant for housing priority should be given for landless persons, specially for those who do not either have their homesteads or who have it on the landlord's land as mundkar;
10. The Government housing schemes should give full scope for rehabilitating mundkars who may be evicted and they may also have special Colonies for rehabilitation of such people;
11. Restricted use of barren land on a planned basis should be made;
12. In every Village Panchayat, the sites for housing, sites for industries, etc. should be marked and reserved. These sites should be made available to the mundkars at reasonable rate, if they are willing to surrender their rights as mundkars;
13. If any mundkar constructs a new house of his own on a new site, then he should not have right to continue on landlord's site, unless the other family members continue on that site.
14. As is done in Kerala; if the landlords are willing to provide suitable sites to the mundkars within one mile of the area and if they bear a certain percentage of the cost of new construction, then the landlords should have rights to evict the mundkar. But this facility should be restricted only for urban areas and in other areas, if the landlords have any industrial approved projects.

1) **TONY FERNANDES**

Minister for Agriculture
Chairman.

2) **D. K. CHOPDENCAR, M. L. A.**

Member.

3) **ORLANDO SEQUEIRA LOBO, M. L. A.**

Member.

4) **GANABA DESSAI, M. L. A.**

Member.

5) **JAYSINGRAO RANE, M. L. A.**

Member.

6) **SEBASTIAO MAZARELO, M. L. A.**

Member.

7) **SRIPAD ANANT NADKARNI,**

Member.

8) **SRIDOR TAMBA,**

Member.

9) **N. SUBRAMANIAN, Revenue Secretary, 39**

Member Secretary.

ACKNOWLEDGEMENT

We are pleased to submit the Report of the Committee, which would not have been possible were it not for the co-operation from the public at large and from certain Institutions in particular.

In this respect, we are thankful to all the Sarpanches who helped us in collecting the data as regards Mundkars. We are thankful particularly to the Sarpanches of Morjim, Moira, Saligao, Kakora, Benaulim and St. Cruz, who co-operated and made our visits to those areas a success.

Various Institutions, such as, Mundkar Sabha, etc. and some representations from landlords have also expressed their views. We are thankful to them for the same.

The data collected was studied by the Statistics Department and this study was very helpful to us for which help Committee acknowledges with thanks. Shri S. P. Tamba, Government Pleader was also very helpful during our enquiry and the Committee expresses its thanks to him for the same.

Thanks are also due to various members of the public and the Press who have individually contributed valuable information for the study of the Committee.

TONY FERNANDES

Chairman

For and on Behalf of Mundkar Committee

APPENDIX I

Decree dated 24th August, 1901

The Governor General of the State of India having represented the convenience of codifying the old local uses and practices which regulate in that Province the juridical relations between proprietors of rural properties and mundkars, rural watchmen or guards of the above property where they reside with character of permanency, establishing house, kitchen and family.

Whereas this old institution, besides being of good utility for the betterment of rural properties and for the well being of labourer classes, it is an important element of rural and social economy of the Province as it means more than simple relations of permanent juridical nature.

Whereas the legal consecration of these uses and practices has been requested by majority of Municipalities of the Province and it has in its support the vote of the Government Council;

After hearing the Overseas Consulting Body and the Council of Ministers.

In exercise of powers conferred on me by para 1 of the article 15 of the first additional Act to the Constitution of Monarchy.

I order the following:

Article 1—The uses and practices which regulate in the State of India the rights and obligations between the proprietors of rural properties and their mundkars, continue in force in that Province. These relations, when there is no contrariwise convention, shall be ruled by the provisions of this Decree.

Art. 2—Mundkar is an individual who resides with fixed dwelling in the rural property of others, mainly for the purposes of cultivation or watching and guarding; it may be this dwelling is constructed on his account, receiving or not from the landlord some help in cash or kinds (subsidy of Munda) to its construction and establishment or it may be constructed by the landlord.

Para 1—There are included in this regimen the individuals who pay any tribute to landlord on account of houses where they reside in his property or on account of the adjoining land which is permitted to be enjoyed and cultivated by them.

Para 2—The provision of the antecedent para is not applicable to those who prove by a documental evidence or by means of other legal proofs, that the above tribute is paid as rent or «foro», and in this case their rights and obligations will be ruled by general laws.

Art. 3—The landlord can get out of his property the mundkar through notification applied for the taluka Administrator and granted with an anticipation of six months.

Art. 4—The mundkar can leave the property, notifying the proprietor as above, with an anticipation of three months.

Art. 5—In the case of the article 3, the mundkar may take the materials of the house if it was entirely constructed on his account, leveling and putting the land in its old state, so that it may be profited of any way by the landlord, except if the later wants to identify the value of the materials at the time of leaving the house.

Para 1—If the house is constructed on account of the both, every one can take the materials which he supplied, except if the landlord wants to pay the indemnization to the mundkar.

Art. 6—The provision of the antecedent article is equally applicable to the case of article 4, being understood that the proprietor does not choose to pay the indemnization for materials if within the time limit of 30 days from the notification he does not inform his resolution to the other party.

Art. 7—In any of the cases referred to in the articles 3 and 4, the proprietor has right to the restoration of the subsidy of «Munda» if it has been granted under the article 2.

Art. 8—The mundkar who behaves in contravention of the Decree is liable to pay a fine of 2 rupees to the treasury or the municipality, besides being responsible to the proprietor for the losses and damages. He may be compelled administratively to reside in the property which he has left without complying with the legal formalities, or when notified to leave the property, he has not accomplished the prescript or the notifications within the designed time limit, except if he is not paid the indemnization to which he has right under the article 5.

Art. 9—The proprietor who behaves in contravention of this Decree is liable to pay a fine of Rs. 10/- besides being compelled to accept in his property the mundkar who was sent out without accomplishing the legal prescriptions.

Art. 10—All disputes on the juridical relations between the both, regulated by this Decree, including those who are concerning to the payment of indemnizations shall be decided and put in force by the Administrator of taluka pending appeal to the Council of Province.

Art. 11—The fine referred to in the articles 8 and 9 are substituted by Administrative prison redeemable at the rate of 100 Reiss per day to the mundkar and 400 Reiss per day to the proprietor.

Art. 12—The restitution of the subsidy of «Munda» referred to in the article 7, may be equally substituted by administrative prison redeemable at the rate of 100 Reiss per day.

Art. 13—The penalty of prison referred to in the antecedent two articles shall not exceed 30 days.

Legislative Order No. 1952

(Govt. Gazette No. 48 Series I, dated 26-11-1959)

The law which codified the uses and practices presiding over the juridical relations between proprietors of rural properties and the individuals who may occupy therein a parcel of plot for permanent residence is over half a century old — Decree of 24th August, 1901.

The laying down of regulations regarding such relations is of recognised usefulness for the betterment of the rural property and for the well-being of the labourers community who constitute a basic element of the rural and social economy of the «State of India».

Meanwhile, time and experience advise that the above referred law should be revised so that the reciprocal rights and obligations may be assured on a new basis, adapted to present conditions and pressing necessities.

Therefore: —

In exercise of the powers conferred by article 151 of the Constitution, in accordance with the Legislative Council vote, the «Governor-General of the State of India orders»:

Article 1 — The juridical regime of plot tenement in the rural properties of others, for the purpose of permanent residence, shall be governed, in the absence of written agreement, by the clauses of the present order.

Art. 2 — «Mundcar» or «occupant» is the individual who resides with fixed habitation in a rural property of others, specially with the purpose of cultivation or watch and protection, may such habitation be constructed on his own, or may be constructed on the «batcar's» or proprietor's account, receiving from him or not any help in money or material for construction and establishment.

Para 1 — Also included in this regime are the individuals who pay any «tribute» to the proprietor on the house they inhabit in his property, or for the adjacent plots which they are allowed to cultivate and enjoy.

Para 2 — The disposition of the previous paragraph is not applicable to those who may prove with documents, or by any other legal evidence, that such «tribute» is paid as rent or «foro» (lease-rent) and in this case their rights and obligations shall be governed by general law.

Art. 3 — In future, the clauses and conditions of the contract, when put in writing, shall be done in a triplicate document, common paper and without stamp, shall be signed by the interested parties before two witnesses and the administrator of the «Concelho» where the property is situated, who shall order its registration in a proper book, keeping the triplicate on record in the Concelho administration Secretary's Office, and annotating the registration on the original and duplicate.

Single paragraph — When any of the contracting parties does not know to read or write, the contract shall be performed before the Admi-

nistrator of Concelho, who shall take the verbal declarations from the parties and shall get it put in writing, thereafter signing it with the respective secretary.

Art. 4—The rights and obligations already existing on the date of coming into force of the present order, between proprietors and «occupants» may also be put in writing in the way established in the antecedent article.

Para 1—Any one party may apply to the administrator of Concelho for the notification of the other party for the purpose of the disposal in the body of the article. On the application itself the administrator shall designate the day and time on which the contract should be put in writing, within the time-limit of ninety days as from the notification.

Para 2—If agreement is not arrived at as to the establishment of clause relating to the existing conventions which the parties may wish to include in the written contract a conciliation shall be sought for by the administrator of Concelho.

Art. 5—In the absence of a written contract, the tenure of occupancy referred to in article 1 of this order involves the following rights and obligations.

a) The contract is presumed to be gratuitous and for an indefinite time.

b) The proprietor may, provided there is «justa causa» (due cause), obtain the expulsion of the occupant from his property by means of notification made through the administration of Concelho, one year in advance.

c) The occupant may leave the property, giving notice to the proprietor, three months in advance, by means of administrative notification.

d) The proprietor should not hinder nor prejudice the use and enjoyment of the house held by the occupant.

e) Proprietors and occupants should treat each other with courtesy and respect, a duty which is extensive to the respective family members.

f) The occupant is responsible for the damages which may happen in the property due to his direct fault and negligence, or of his family members, and he should warn the proprietor regarding, attempted or committed usurpation by third parties or against any other acts prejudicial to the proprietor's rights.

g) The occupant who, with his family, is absent for over one year shall provide for the preservation of the house in agreement with the proprietor. If he fails to do so, it shall be considered that he renounces his rights.

Para 1—The notifications referred to in sub-clause (b) and (c) of the present article shall be carried out on the person of the head of family and, in his absence, on his administrator or representative, provided that, in this case, thirty days notice shall be affixed.

Para 2—In no case any instalment or price may be received for the occupation of a plot of other meant for the construction of houses as long

as it is not proved, by legal ways, that it was expressly agreed to between the proprietor and the occupant.

Art. 6 — The existence of «justa causa» referred to in sub-clause (e) of the former article, shall be considered by the administrator of Concelho, in view of the proprietor's petition, after having carried out the necessary investigation and according to his prudent judgement, always having in mind the character of the relations between the parties the social status and the degree of education of each party as well as other circumstances prevailing in the case.

Art. 7 — Any case or grave circumstance which turns impossible the subsistence of the relations which the «Mundcarial» convention presumes is considered «justa causa», and specially: —

a) A condemnation, not appealable, of the occupant or of any member of his family, for crimes in which the proprietor or any member of his family are offended or agrieved, provided that the members of the respective families live together in common economy, as well as when the caretaker or administrator (mucadao) is offended.

b) The practice of dishonourable acts and acts against the public moral.

c) The use of the residence for a purpose other than what it is meant for, its enlargement, as well as the occupation of a greater plot area, without the written consent of the proprietor, with the exception of the situations existing on the date of this order.

d) The alienation on onerous basis of the rural property, or its agricultural development, the enlargement of the proprietor's house or the construction of any building which constitutes improvement of the property, incompatible with the continuation of the occupant's house, all duly justified, provided that, in respect of the last three cases, it is necessary to produce duly approved plans.

e) The refusal on the part of the occupant to put the contract in writing, when such refusal involved the denial of his status, after having been convinced in a judicial suit.

f) The renouncement of the part of the occupant according to the terms of sub-clause (g) of article 5.

Single paragraph — The use of any malice, fraud or even provocation on the part of the persons mentioned in the second part of sub-clause (a) with the intention of producing «justa causa», basis for eviction, removes from the acts and facts established in this article and its sub-clauses, the nature and effects of «justa causa», such as have been defined.

Art. 8 — The occupant may challenge the proprietor's request within 60 days as from the notification referred to in sub-clause (b) of article 5.

Art. 9 — When the «justa causa» alleged by the proprietor for the occupant's eviction is declared to be in force, the following procedure shall be adopted:

a) If the house was constructed by the occupant, on his own, he may remove the respective materials, keeping the ground in its former condi-

tion, save when the proprietor prefers to indemnify him for just value of the house.

b) If the house was constructed on behalf of both each one may collect the materials contributed by him, save if the proprietor is willing to pay to the occupant the share which may belong to the occupant in proportion to the value of the house.

c) In the cases laid down in sub-clause (d) of article 7, the proprietor shall pay, without prejudice to what has been established in the previous sub-clauses, a just indemnity to the occupant if the plans are not carried out within six months or if it is proved that the sale was simulated, provided that the occupant may even reoccupy the house of the respective place.

Art. 10 — In the case of sub-clause (c) of article 5, the disposal of sub-clauses (a) and (b) of the previous article shall apply.

Art. 11 — The occupant shall obtain the proprietor's written consent for the construction of the house when it is on his behalf; when its value is above 18.000\$00 (Rs. 3,000/-) he will have further to produce the relevant plan which shall also have to be approved by the proprietor.

Art. 12 — In the absence of agreement as to the value of the house, of the materials or indemnity as referred to in the previous articles, it shall be fixed by administrative arbitration, at the request of any one party.

Art. 13 — All the decisions of the administrator of Concelho are susceptible of appeal in terms of «Reforma Administrativa Ultramarina», always with suspensive effect.

Art. 14 — The Royal Decree of 24th August 1901 is herewith revoked.

For publication and compliance. Residence of the Governor General, in Goa, on 20th November, 1959. — The Governor General, Manuel Antonio Vassalo e Silva.

APPENDIX II

Proforma

Statement showing the information about the Mundcars

1. Name of Panchayat
2. Total No. of the Mundcars

Name of village	House No. of the Mundcar	Type of house built	Terms and conditions if any	Profession of the head of the family of the Mundcar	Whether the Mundcar pays to the landlord any rent	If so, whether in kind or money	Whether the mundcars do any service such as watch the property of the landlord etc.	If so, whether the landlord pays anything to the Mundcar for that
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1. Number of mundcares by rural and urban area.

From the consolidations made, it is seen that the total number of mundcares (heads of families) records at 41,053, which covers about 32.4 per cent of the total number of families in the Goa District.

Majority of these mundcares, i.e. about 63.7 per cent are located in the Taluks of Salcete, Ponda, Bardez and Goa, placed in the decrescent order of their number.

The taluks of Marmagoa, Bicholim, Pernem, Quepem and Sanguem have, each, an average of about 2,600 mundcares. There are, merely, 1,358 and 170 mundcares, respectively, in the taluks of Canacona and Satari.

According to the rural and urban area, the total number of mundcares are found distributed in the following manner:

Concelhos	Mundcars Area	
	Rural	Urban
Goa	3918	1225
Salcete	8102	543
Bardez	5100	87
Mormugao	2146	11
Ponda	6970	208
Bicholim	2223	126
Pernem	2362	492
Quepem	3066	—
Sanguem	1984	957
Canacona	1349	9
Satari	170	—
Total	37,395	3658

It may be inferred from the above that, merely, about 9.7 per cent of the total mundcares, reside in urban areas, being worthy of mention those urban areas of Goa and Sanguem taluks which cover about 59.6 per cent of the total number of mundcares residing in urban area.

It should be noted that, of the 41,053 mundcares, about 1,227 have stated as paying a rent to the landlord which excludes them, thus, from the concept of true mundcar, (in terms of the statement in para 1 of this study). Consequently, it is open to argument whether they should be or not considered as «mundcares».

2. Mundcares according to their occupation.

The activities wherein the mundcares are engaged, are the more varied nature, including, besides agriculture, others as for example, gold-smiths, fishermen, cardrivers, barbers, carters, government employees, teachers, priests, servants, shopkeepers, tailors etc.

But a majority of the mundcares, i. e. about 66.9 per cent of their total number, have «agriculture» as their main activity.

Since, at the time of collection of data, clear concepts were not established, it was not possible to classify the cultivators by their economical classification. But, the mundcares who stated themselves as «farmers», «labourers», «agriculturists» and «cultivators», cover about 66.9 per cent of the total number of mundcares, as already stated previously.

Working out the percentages among those that have stated to belong to these four occupations, in relation to the total number of mundcares, we have, talukawise, the following figures:

Goa	54.2%	Pernem	65.9%
Salsete	54.2%	Quepem	60.5%
Bardez	58.4%	Sanguem	57.9%
Mormugao	84.7%	Canacona	Not available
Ponda	78.3%	Satari	72.9%
Bicholim	75%		

It is evident, therefore, that, in all the taluks, the majority of mundcares engage themselves in agricultural occupations, it being worth mentioning the Marmagoa Taluk, where about 84.7 per cent of the total mundcares, in that taluk, are engaged in those four occupations.

3. Mundcares according to the type of services rendered to the landlords.

Annexure No. 1*, gives, talukwise, the various types of services rendered by the mundcares to the landlords. These are as follows: «watch and watering the property», «general services», «labour services», «temple services», «cultivating the land», «plough the land once a year», «bar services in the field», «coconut plucking» and «services not specified».

*Annexure 1 to 12 are not enclosed and will be placed before the Committee in its meeting.

Of the 41,053 mundcares, about 69.9 per cent do not serve the landlord in any way and about 16.8 per cent have not specified the services they render to the landlord. It is the remaining, i. e. about 13.3 per cent, that serve in the above manner.

Of the total 13.3 per cent that render services to the landlord, about 88.9 per cent do the «watch and watering the property» and about 4.7 per cent have the «field barring work».

4. Mundcares by the remuneration paid for working or not for the landlord.

In the previous para, it was arrived at the conclusion that, merely, about 13.3 per cent of the mundcares rendered their services to the landlord. Of these, about 48.3 per cent are paid by the landlords, generally, in kind.

Besides these, there are about 334 mundcares that, although they give no services to the landlords, they are being favoured, at least, by way of some sort of help, generally, in kind.

5. Number of residential houses of the mundcares and the party that constructed the same.

There are 41,056 houses of the mundcares, which corresponds to about a house for every mundcar, with the only exception of Panchayats Pomburpa-Olaulim in Bardez taluk, where there are three mundcares, each having constructed, two houses.

The majority of mundcares, i. e., about 81.9 per cent, did not show the party that constructed the houses, naturally, because they are unaware of the fact. From the declarations submitted by the remaining mundcares, whose number totals to 7,426 it is seen that about 99 per cent of their houses were constructed by themselves.

6. Material used for the construction of these houses and its value.

About 15 per cent of the mundcares did not show the material with which their houses were built.

Of the remaining 85 per cent, about 87.2 per cent of the mundcares declared that their houses were built of mud, and the remaining 12.8 per cent declared that their houses were, either, stone built, or were of hut type.

As regards the value of these houses, nearly 92.6 per cent of the mundcares ignore it and thus the same was not recorded. Almost all the remaining mundcares i. e. 7.4 per cent declared that the value of their houses varied between Rs. 200 to Rs. 300.

Among the mundcares who declared the value of their houses, numbering to 3,010 nearly 18.4 per cent showed it to be a value superior to Rs. 1,000.

7. Talukwise description of the mundcares.

7.1. Mundcares of Goa Taluk:

In the Goa taluk there are nearly 5,143 mundcares (Annexure), of which approximately, 1,225 are residents in the urban area. The remaining are spread over the different panchayats of the Goa taluk, but in each of these, the number is inferior to those in the urban area.

Thus in the rural area the S. Andre Panchayat has got a greater number of mundcares, totalling upto 957, who do not pay any service to the landlord, nor do they receive any remuneration. To this, follows the Taleigao Panchayat with 559 mundcares who are in the same position as the previous.

In this taluk, nearly 240 persons declaring themselves as mundcares pay some rent to the landlord, of which 132 pay the same in cash and they are mainly residents in the urban area of Panjim and in the S. Estevão Panchayat.

Of these 5,143 mundcares, who have stated their professions, 798 are found to be «cultivators», 796 «farmers», 636 «labourers» 559 «agriculturists» and 466 «fishermen».

7.2. Mundcares of Salcete Taluk.

There are in all 8,645 mundcares (Annexure No. 3) and 543 of them are residents in the urban area.

As regards the rural area, it is found that the Benaulim Panchayat holds a greater number of the mundcares, totalling to 951, the major part (724) of which do not pay any service to the landlord.

To this follow the Chinchinim-Deússua, S. Jose de Areal and Naveli Telaulim Panchayat with 559; 527 and 523 mundcares, respectively.

Of the 8,645 mundcares, 4,966 do not pay any service to the landlord and 3,580 watch and water the property.

The professions stated by the mundcares are various, the main being the following; farmer (494), labourer (1927), agriculturist (2,220), fisherman (417) and sailor (464).

7.3. Mundcares of Bardez Taluk.

In all there are 5,187 mundcares in this taluk (Annexure No. 4) and only 87 of them are residents in the urban area.

In the rural area, the Panchayat which has got a greater number of mundcares (585) is Siolim-Marna. The Panchayats of Calangute and Anjuna hold also an important position for they have respectively 573 and 547 mundcares.

The major part of the mundcares (5,139) do not pay any service to the landlord and also do not receive any remuneration from the landlords.

Regarding the professions, which are various a special mention to the agriculturist, fisherman and labourer should be made, which cover respectively 2,373; 668 and 658 mundcares.

7.4. *Mundcares of Marmagoa Taluk.*

The mundcares of this taluk sum up to 2,157 (Annexure No. 5), and 11 of them are residents in the urban area.

Considering the rural area, the Panchayat of Cortalim-Quelossim, contains a greater number of mundcares (804), following the Panchayat of Cansaulim-Arossim with 542 mundcares.

Of the total, 2,157 mundcares, 1,351 do not pay any service to the landlord and the remaining do, mainly, the watch and watering of the property. The mundcares who are paid by the landlords or the service rendered are 506, of which 407 are paid in kind.

The occupation of mundcares are of the more varied type with a special mention to farmers and labourers who are 1,158 and 671 respectively.

7.5. *Mundcares of Ponda Taluk.*

The mundcares in this taluk sum up to 7,178 (Annexure No. 6) of which 208 are residents in the urban area.

In the rural area, the Siroda Panchayat holds a greater number of mundcares (754).

A mention should also be made to the Panchayats of Marcaim, Bandora, Priol and Queula, which contain respectively 736, 586, 583 and 516 mundcares.

Of the 7178 mundcares, 4687 do not pay any service to the landlord. The remaining, watch and water the property and make the bar services, in the fields.

Out of the mundcares who serve the landlords, only 1,069 received remuneration from them, mostly in kind.

Among the various professions followed by the mundcares, a mention should be made to the «agriculturist», «labourer», and «farmer» who are respectively 3,004, 1,275 and 1,343 in numbers.

7.6. *Mundcares of Bicholim Taluk.*

There are in all 2,354 mundcares (Annexure No. 7), of which 126 are residents in the urban area.

As regards to the rural area, the Carapur-Sarvona Panchayat is the one which contains a greater number of mundcares (376) following the Panchayats of Pale-Velguem and Amoña with 290 and 209 mundcares, respectively.

There are, in this taluk, 198 persons paying rent to the landlord and who have declared themselves as mundcares.

Of all the mundcares, 2,205 do not pay any service to the landlord. The remaining watch the property and 110 of them are paid for their services.

Regarding the various professions followed by the mundcares, a special mention is to be made to the «labourer» and «agriculturist» who are respectively 596 and 1,170 mundcares.

7.7. Mundcares of Pernem Taluk.

In all, there are 2,854 mundcares (Annexure No. 8), 492 of them are residents in the urban area.

Considering the rural area, it is found that, the Dargalim Panchayat contains a greater part of these mundcares (392), next following the Panchayats of Parxem-Agarvado-Chopdem, Querim-Tiracol and Morgim with 371; 337 and 328 mundcares, respectively.

In this taluk, there are 198 persons who pay the rent to the landlords and declare themselves as mundcares.

Nearly 1,130 mundcares do not pay any service to the landlords and the remaining watch and water the property, of which merely 1,087 are paid by the landlords.

In the various occupations of the mundcares in this taluk, a special mention should be made to the «labourer», «agriculturist» and «fishermen» who are respectively 228; 1,653 and 165 mundcares.

7.8. Mundcares of Quepem Taluk.

The total number of the mundcares in this taluk is of 3,066 (Annexure No. 9) all residents in the rural area.

Now, as regards this rural area, the Panchayat of Deao contains the greater number (477). To this follow the Panchayats of Kakoda, Assolda, Ambaulim and Xeldem holding, respectively, 401, 341, 315, 316 mundcares.

Of the total mundcares, 2,230 do not pay any service to the landlord and the remaining watch and water the property as well as they cultivate the land, of which only 611 are paid in kind for the services rendered.

In the various occupations of the mundcares a mention should be made to the «labourer», «agriculturist» and «cultivator» who are, respectively, 313; 189; and 1,354 mundcares, respectively.

7.9. Mundcares of Sanguem Taluk.

The total number of the mundcares in this taluk is of 2,941 (Annexure No. 10) of which (957) are residents in the urban area.

As regards the rural area, it is found that the Quirlapale Panchayat contains 391 mundcares, following the Sancordem Panchayat with 324 mundcares.

Most of the houses were built by themselves and among those who declared their value, it is found that the majority (409) bear a value varying in between Rps. 100 to Rps. 200.

The greater part (2,123) of the mundcares do not pay any service to the landlord and the rest mainly watch and water the property of which only 205 are paid by the landlords.

In the various occupation followed by the mundcares a special mention should be made to the «farmer» and «labourer» who are, respectively 606 and 1,098 mundcares.

7.10. Mundcares of Camacona Taluk.

They are in all 1,358 mundcares (Annexure No. 11), of which 9 are residents in the urban area.

Considering only the rural area, it is noted that the Loliem-Polem Panchayat contains a greater number of mundcares (435), following the Panchayat of Poinguinim with 413 mundcares.

All the mundcares have, each, a house and, of those that showed its value, it verified that the majority bear a value varying between Rs. 100 to Rs. 200.

Of the total number of mundcares, 1,080 do not give any service to the landlord and the remaining serve, mainly, in «watch and watering the property», of which 210 are paid for the services rendered by them.

Majority of mundcares from this taluk, did not show their professions. Merely in the Panchayat of «Gaundongrem», it is seen that a greater part of the mundcares are agriculturists.

7.11. Mundcares from Satari Taluk.

Annexure No. 12 gives the number of mundcares, in this taluk, to be 170, of whom, none reside in urban area.

Considering the rural area, the Panchayat attributed with the highest number (103) of mundcares, is that of Thane, it may be mentioned that all of them work for the landlords, without remuneration of any type.

Although 17 mundcares have not shown their professions, 124 mundcares work as agriculturists and labourers.

APPENDIX III

Extract from the Code of Comunidades

CHAPTER IV

Of permanent leases

SECTION I

Of their concession

Article 324 — It is permissible to Comunidades to give on permanent lease uncultivated land and which is not being used, and even that cultivated under pulses when they are applied for the cultivation of paddy, fruit trees or for building of houses.

Only — Everytime leases of land adjoining to Government forests or situated inside them are asked for, the contracts for the same cannot be made without previous opinion of the Department of Agriculture of the Directorate of Economy.

Article No. 325 — No leases can be given of:

- 1st — Land of common usage;
- 2nd — Land indispensable for cattle grazing;
- 3rd — Land used as access of neighbours;
- 4th — Land used for stacking of harvest and other works necessary for cultivation and protection of fields.
- 5th — Land destined for water reservoirs for irrigation of fields or for breeding of fish.
- 6th — The spaces in front of temples of any religion and cemeteries and the plots adjoining to market places up to 10 metres on each side.
- 7th — Land in the middle of the paddy fields of Comunidade and the rivers in Kazan land.

1st — The properties mentioned in this article, those margined to public roads and fields, within a radius of 50 metres exclusively reserved for leases for construction of house and those which can be used for cultivation by the comunidade itself will be identified, described and marked out, if this has not been done in the survey, writing the respective minutes which will be registered in Register No. 1 of the comunidade.

2nd — This identification will be done by the managing body with the help of a surveyor. When the property is cultivable an agricultural graduate may also be requisitioned.

3rd — Everytime he thinks it necessary the administrator will inspect the works deciding *in loco* any doubts that there may be.

4th — After the marking out, what is determined in Article 912 and those following will be done as far as this is applicable.

5th — If the separation mentioned in para 1st is not made no lease can be granted nor confirmed any already granted.

6th — After the cultivable property is separated, the managing body with the help of the agricultural graduate, will fix the plan of cultivation and give the necessary estimates for the execution of works in one or more plot in such a way that cultivation can be done according to possibility.

7th — The leases granted against the previous paragraphs will be null and void and the agents who were responsible for it will pay for the loss which might have resulted.

Article No. 326 — No land more than 3 Ha will be given on lease for cultivation and more than 1000.00 sq. metres for construction of houses. In the last case however a bigger area can be given if the applicant so desires but he will have to show the plan of the house.

1st — Land from 3 Ha to 10 Ha can also be given in lease for cultivation if due to its rocky nature large sums have to be spent to bring it under cultivation or if they are paddy fields of one crop which it is desired to convert into fields of two crops.

2nd — In each comunidade the same person cannot be granted more than one lease for building purposes.

Article No. 327 — The properties adjoining to residential houses and those marginal to the roads, public ways, local ways or roads between villages and to the paddy fields cannot be leased for cultivation within a radius of 50 metres. They can however be leased as accesses to houses to a maximum width of 5 metres without an auction and with a lease tax proportional to the one previously fixed plus 50 per cent.

Article No. 328 — The petitions for lease will be directed to the Governor General and will be presented in the respective administration of comunidades and they should contain:

- a) The denomination of the property.
- b) Situation.
- c) Boundaries.
- d) Probable area.
- e) The purpose for which it is meant.
- f) Declaration whether it is uncultivated or cultivated.

1st — The employee in charge of the work will give a receipt for his application to the interested party where the number of the inward register will be mentioned.

2nd — No petition will be filed unless a deposit of probable expenses not exceeding 24000, is made in the hands of the secretary of the administration who will give the party a receipt, having the day and time on which the deposit was made and the serial number in which it is receipted.

3rd — The applications which are not in the prescribed form of this article will not be considered.

Article 329 — It is expressly prohibited to apply in the same application for more than one plot or to apply for plots for bulding purposes and cultivation at the same time or of more than one person applying jointly for the same or more plots.

Article No. 330 — As soon as the file is organised with the application, the secretary of the Administration will announce the desire for lease in 2 successive numbers of the Government Gazette, describing the property with all conditions given in the previous article so that objections against it may be received within 30 days from the second publication and after this time limit, by attaching the objection received or declaring that there were more, will send the file to the clerk of the Comuidade for the opinion of the Comuidade and the managing body, who within a period of 30 days which cannot be extended will give the same.

1st — Extraordinary meetings of the Comuidade and the managing body for the purpose are permitted.

2nd — The pages of the Government Gazette wherein the notices appeared will be attached to the file.

Article No. 331 — After the period for opinion of comuidade and its managing body expires, the clerk will return the file with or without the same.

1st — After this the administrator will notify the applicant and the «procurador» of the Comuidade to come for appointing their experts for the inspections, fixing the day and the hours for this purpose.

2nd — The appointment of experts will be as per Civil Procedure Code. The third expert will always be appointed by the Administrator.

3rd — In the minutes of the appointment of the experts the day and the time of the inspection will be specified and this should be within 20 days.

Article No. 332 — The inspection will be presided by the administrator with his secretary and will be notified to be present, besides the expert, the applicant, the «procurador» and the clerk of the Comuidade.

1st — The experts after swearing in, will give their opinion declaring if the land can or cannot be leased, if from the contract there can be any loss to the Comuidade, for which the opinion of the Comuidade and the managing body will be taken into consideration, what is the tax fixed and all other facts which may influence the final decision.

2nd — If on inspection it is decided that the plot can be given on lease, it will be measured and marked out, by fixing temporary demarcation signs at all vertices.

3rd — If on inspection the plot is found not suitable for being leased out, the applicant can ask the administrator within 8 days a new inspection and it will be allowed with five experts, 2 being appointed by the applicant, 2 by the «procurador» of the Comuidade and the fifth by the administrator.

4th — The same will be observed if the «procurador» not conforming with the opinion that it can be leased requests a new inspection.

5th — In the first class Talukas, the tax cannot be less than 6\$00 per 1,000 sq. meters and in the remaining at the rate of 3\$00. If the plot requested on lease is cultivated the tax can never be less than the maximum rent in the last nine years plus ten per cent.

6th — After the inspection, minutes will be written which will be signed by all present and registered in the book of the Comunidades within 8 days.

Article No. 333 — If the applicant gives up his pretension, the administrator will order the file to be sent to the archives and will return to the applicant the deposit after deducting the costs.

Article No. 334 — All the property asked for in lease will be auctioned publicly, without going against Article 327.

1st — The auction will be announced in the Government Gazette with antecedence of at least fifteen days.

2nd — On the day fixed for auction, the administrator will determine that the calling of bids be made by the bailiff and once the bidding starts and the final bid is reached, the adjudication of the plot will be done in terms of paragraphs that follow, the minutes being written.

3rd — In case the adjudication is to a person different from the applicant, the former will identify the later with double the costs.

4th — The bidder who offers the highest tax will deposit the amount equivalent to the tax of one year plus double the original deposit and only then the bidding can be taken as having ended.

5th — After the lease is granted, the amount of double the deposit will be handed over to the original applicant and the amount of tax will be placed in the safe of the Comuidade, being given to the party in the first year of the contract.

6th — In case there are no bidders, the plot will be leased to the applicant for a tax fixed in the inspection

Article 335 — After the auction, the secretary will present the file to the administrator who with his opinion remit the same to the Directorate of Civil Administration.

1st — The Governor General in view of the file will appreciate the request.

2nd — As soon as the file is returned to the Administration, it will be sent to the clerk of the respective Comuidade who will register within three days of its reception. the order of the Governor General in the competent book.

3rd — If the order is in favour of granting the lease the clerk of the Comunidades as soon as the same is registered will issue orders for payment of the transference tax as per legislation in force and after

the receipt of the payment is attached to the file will proceed with the assistance of the «procurador» to give provisional possession after having verified the correctness of the measurement and that no change in the provisional demarcation of the land has taken place and will then write the minutes which will also be registered in the book.

4th — After the clerk will make the provisional endorsement of the leased plot and this will be converted into final after charge is given to the lessee.

5th — If the provisional charge is not taken without justifiable reasons within 4 months of the order granting the lease, the administrator will inform the Governor General of this, requesting him to cancel the order and the plot will revert to the Comunidad.

Article No. 336 — In case of clear indifference of the interested parties in promoting the different steps within the time limit fixed by the administrator, the Governor General may order that the request be filed.

Article No. 337 — The lessee is bound to apply for final possession of the lease within 3 days after the expiration of the period fixed in Article 341 or extended as per Article 342.

Only: After the final possession is applied for, the administrator will confirm it on the day and time fixed and for this lessee, the «procurador», the clerk and the secretary of the administration should be present. The minutes will then be written and these will be registered in the proper book.

Article No. 338 — The provisional charge of a plot cannot be taken into account as far as judicial rights of the lessee are concerned it being an act of mere tolerance and only the final charge confers on the lessee the rights recognized by the Civil Code. The lessee is however entitled after the provisional charge to fight for his rights by order conservatory means.

Article No. 339 — For lease of land for agricultural purposes, preference will be given to:

1st — A gaocar or a shareholder with residence in the village.

2nd. — Any other resident of the village and preferably a cultivator.

3rd. — The owners of the adjoining property, preference being given among those to the one who has the least area.

4th. — Those who had asked the plot on lease before the applicant and the request was being considered.

Only: The parties with rights of preference will produce them at the time of the auction after the bidding and before the plot is given away for which purpose the bidders will be told that the bidding is over. To the persons who have rights of preference, what is determined in para 4th; of Article 334 will be applied except to those who come in the categories described in this article who will not have to pay double the costs.

SECTION II

Of objections

Article No. 340 — Any objection against a request for lease can only be shown in the period of 30 days referred to in article 330.

1st — After the objection is submitted and the Comunidades heard, the Administrator will not proceed as regards the portion of land of lease of which there is objection. As regards the remaining portion the usual procedure will be followed, if the applicant so desires.

2nd — The objection will be put in writing and will be signed by the person who brings about the same and his signature will be attested by the notary and on it the Administrator will order that the lease be kept pending or will determine that the party should go to the court if the objection is as regards the right of property.

3rd — If it is not possible to decide the objection without an inspection to the site, the necessary data will be collected in the inspection referred to in article 332, the party who objects being allowed to intervene and to produce any document to be considered.

4th — If the applicant even after both the parties are advised to go to the Court insists on the granting of lease the file will run its course and the concession granted after all legal formalities but with the condition that the comunidade is not responsible for his eviction and that the same will not bring any objection to the surrender of the land and that the lessee will substitute the comunidade in the contention.

5th — If the case of the declaration referred to in the previous paragraph and which will be put in writing the determinations of paragraphs 8th and 9th of this article will not be followed and the person who brings about the objection can make his rights stand at any time provided the law in force is observed.

6th — In the case of para 4th the lessee is bound to pay to the Comunidade the respective lease tax till the time the sentence of the court which orders the revision of the plot to the person who brought about the objection or his legal representative has become effective.

7th — In the defence of the suit filed by the objecting party the lessee in case of para 4th will be considered the legitimate representative of the Comunidade.

8th — The parties whose objections are to be decided in the Court will produce within thirty days of notification of the order referred to in para 2nd of this article a certified copy that the suit has been filed lest their objections be considered as null and void and the course of the lessee followed.

9th — The parties are also bound to produce every three months a certified copy to show that suit is following its course failing which the penalties prescribed in the previous paragraphs shall be applied to them.

10th — If the suit is finally decided in favour of the Comunidade the request for lease will follow its course.

SECTION III

Of revision of leased properties

Article No. 341 — The leased properties which have not been taken advantage of within four years from the date of the provisional charge shall revert to the Comunidad.

1st — The following are considered as being taken advantage of:

1st — The plots which are leased for paddy cultivation and the greater part of which is brought under the same cultivation within the specified time limit.

2nd — The plots which are leased for cultivation of fruit trees and have been used within the time limit wholly or on a greater part, for this purpose;

3rd — The plots leased for building purposes and where the building is not completed within four years and if it does not occupy at least one fifth of the area leased;

4th — The plots leased for building of houses and cultivation and which have been utilised for these purposes;

5th — The plots of an area superior to 3Ha. given for establishment of public utility and when these have been finished within 6 years and if the building with compound, play ground, garden and accesses occupy at least a tenth of the leased area.

2nd — When it is found that the plots leased for building purposes are taken advantage of but that the area occupied by the building is not as determined in no. 3 of para 1st, the Governor General may authorize that final charges of an area five times that occupied by the building be given without altering the lease tax and order that the remaining reverts to the Comunidades.

3rd — What is determined in the previous paragraph is not applicable to leases in urban or these coming under the urbanistic laws without the opinion of the Municipal Body.

Article No. 342 — The lessees who for whatever reasons cannot take advantage of the lease within four years can before the expiration of that period ask for the extension, giving reasons why they could not fulfil the contract in the time marked and the Governor General after hearing the managing body of the Comunidad and the respective administrator will decide on the request as he thinks fit and extend the period for another year.

Article No. 343 — A Committee composed of the president of the managing body, the «procurador» and the clerk of the Comunidad will inspect every year, during the month of December, the leased plots, to see if they have been taken advantage of in accordance with the previous articles and write the respective minutes in which the conditions in which they are at the time of the inspection will be mentioned.

1st — For this purpose the clerk will supply the Committee the necessary details in view of the registers and in case they are lacking, obtain them from the Administration of Comunidades.

2nd — A copy of the minutes will be sent not till the 15th of January of each year to the Administration of Comunidades.

3rd — The members of the Committee who fail to do what is determined in this article are liable each one to a fine of 150\$00 to 300\$00 which will be levied by the administrator and this will not prevent that disciplinary action be taken against the clerks.

4th — The administrator who fails to do what is determined in the previous paragraph, is liable to a fine of 300\$00 to 600\$00 and this will not prevent that disciplinary action be taken against him.

Article No. 344 — When on inspection referred to in article 343 it is verified that the lessee has not taken advantage of the plot as per article 341, he will be fined an amount equal to twenty times the lease tax and this fine cannot be less than 300\$00.

Article No. 345 — After the copy referred to in para 2nd of article 343 is received, the administrator will notify the lessees to state within 8 days in a petition the reason why they did not take advantage of the plot.

1st — If the lessee confesses his omission or does not reply to the notification, the administrator will inform the Governor General of this proposing that the order of concession of lease be cancelled and the plot reverted to the Comunidad.

2nd — If the lessee does not agree to what is stated in the minutes of the inspection, the administrator will order an inspection which will take place in accordance with article 332, by means of experts, the lessee making deposit of the necessary amount and if it is found that he is not right, the administrator will proceed as in the previous paragraph.

Article No. 346 — The order of reversion will be published in the Government Gazette and the necessary endorsement will be made in the respective book.

1st — The copy of this order is a document sufficient to cancel any entry of the lease in the head office, it being the duty of the «procurador» to ask for this removal within 10 days being otherwise liable to a fine of ten times the lease tax.

2nd — From time the order is published in the Government Gazette the plot is considered as reverted to the Comunidades but it is not entitled to prevent any objection brought about administratively or a suit filed by the lessee.

APPENDIX IV

Proposed Fourth Five Year Plan

Housing

The total sum of Rs. 7.59 crores has been proposed to be spent on the Housing Programme. The Programme includes the construction of houses for Government servants and for public.

The construction of houses for Government servants shall be done by the Public Works Department. Other Housing scheme shall be executed by the Housing Board.

The scheme for construction of Rest Houses has also been included in this Programme. The rest houses are of Tourist's importance. The expenditure on this scheme shall be met from the outlay on Tourism.

Housing colonies for Government Servants

Before liberation no funds were spent on housing schemes for Government employees as it was not the policy of the Government and hence we are very behind the rest of the country in this respect.

The Housing problem in the main towns of Goa where we propose to build these houses was acute at the time of liberation and with the influx of population it tends to deteriorate. It has therefore become absolutely essential to take up construction of houses for Government servants. It will also benefit the general public as the demand for private houses will decrease.

It is estimated that during the Third Plan an amount of Rs. 61.00 lakhs will be spent on Housing schemes and 210 flats of various types will be constructed.

The total number of Government employees is over 9,000 so no attempt could be made to provide all of them with Government houses as this would mean an expenditure of over Rs. 18.00 crores.

The number of tenements of each type has been decided having in mind the statistics available regarding the number of employees in each group. The area of each type is as suggested by the Ministry of Works and Housing. However the pay range has been modified in view of the high cost of construction in this Territory. The following is the programme of construction of houses for Government Servants.

Type of Tenements	Pay of Govt. Servant	Plinth area of each Tenement	No. of Tenements	Total area sq. ft.
1	2	3	4	5
I	less than Rs. 150/	500 sq. ft.	320	160000
II	Rs. 151-350	600 sq. ft.	780	468000
III	Rs. 351-600	770 sq. ft.	200	154000
IV	Rs. 601-1250	1130 sq. ft.	150	168500
V	Rs. 1251-2250	2025 sq. ft.	40	81000
			1490	1032500 sq. ft.

= 95957 m²
say 96000 m²

The outlay will be Rs. 2.88 crores, calculating at the cost of one square meter including cost of land and its development at Rs. 300/-.

Housing wing

The draft Plan for Goa, Daman and Diu for the period of 1963-1966 taking note of the deficit housing facilities in Panjim, Margao and Vasco da Gama strained more as a result of the large inflow, following liberation, from outside Goa and of the increasing gravitational pull of the cities on the rural population, had suggested that Government should take steps to improve the housing shortage by launching housing schemes for slum clearance, low income group, middle income group, subsidised Industrial Housing Schemes etc. Creation of a Cooperative Housing Society to look after Housing in the private sector was also suggested.

The Junta de Comercio Externo had, in the past taken such schemes as a result of which this Department had the technical know-how, necessary equipment and some building materials. Funds were also available from its reserve built up as a result of State Trading exclusively carried out by the Junta in pre-liberation days.

Taking all these facts into consideration, the Government by their Order dated 29-2-1963 created a Housing Wing in the Junta as a socio economic measure to secure rapid improvement in the housing conditions of this Union Territory.

The Housing Schemes, undertaken, comprise, inter alia:

a) The acquisition of land by purchase, lease or otherwise and the construction of buildings including residential houses, hospitals, schools, play-grounds, hostels, tourist cottages, holiday houses and the like.

b) Granting of loans to owners of houses in urban and sub-urban areas on sufficient security for improvement in the existing houses or for construction of new houses.

A sum of Rs. 50 lakhs is presently sanctioned for these schemes from the funds of the Junta.

Before the creation of the Housing Wing, this Junta was authorized vide Government Order dated 4-4-63 to undertake the construction of a building to be utilized for commercial establishments, Government Offices, residences and cultural activities. This building having seven stories is estimated at Rs. 20 lakhs. The construction work is in full progress and will be concluded in 2½ years.

Under housing scheme programme, land has been acquired in Altinho in common pool with other Government Departments. This land will be developed into a neighbourhood unit which will incorporate housing schemes for low-income groups.

During the current year a provision of Rs. 33 lakhs has been made in the budget for new constructions under housing schemes. A good beginning has been made by starting the construction of 10 blocks, comprising 40 tenements in the Junta's own plot at Ponte de Linhares site. These constructions will be complete before the end of coming year. Government's approval has been sought for launching another comprehensive

scheme for middle and low income group at Margao in land belonging to Hospicio. An outlay of Rs. 10 lakhs has been considered for the current year.

With a view to make an equitable distribution of activities throughout the Union Territory survey is being undertaken to find more lands in other places. As a result of this survey, a site measuring 2,000 sq. metres has been found in Mapuça, belonging to the Municipality of that town. Construction of a multi-storeyed building on this site with a cost of Rs. 8 lakhs is under study.

For the purpose of granting loans for improvement of existing houses and for constructions of new ones an outlay of Rs. 8 lakhs has been made in current years budget. The budget for this year also provides for acquisition of lands to the tune of Rs. 5,84,200:00.

For the remaining year 1965-1966 of the current plan all these schemes will be continued to the extent allowed by the total ceiling of Rs. 70 lakhs.

IV Five-Year Plan

For the fourth five year plan period the existing Housing Wing of the Junta will have to be developed into a full fledged Statutory Housing Board or Improvement Trust on the pattern of similar organizations functioning in other parts of India.

The Board could implement on an extensive scale the housing schemes enumerated in the Government Order together with other schemes of wider scope such as:—

- I—Land Acquisition, development and its release for housing,
- II—Low income group housing,
- III—Middle Income group housing,
- IV—Subsidised housing of industrial workers,
- V—Experimental housing,
- VI—Town planning,
- VII—Slum clearance and construction of night shelters,
- VIII—Labour housing,
- IX—Village housing,
- X—Construction of rest houses.

I. Land acquisition, development and its release for housing.

This scheme envisages acquisition from private individuals, comunidades Temple Trusts etc... lands which are barren, fallow or low lying and develop them with filling, recreation, levelling etc. The developed lands could be utilized by the Housing Board for its own schemes or given on sale to local bodies, co-operatives societies etc., for their housing schemes. By making available to prospective house-builders a sufficient number of developed building plots at a reasonable cost the scheme will stabilize land price and arrest the increase in the rents. Total outlay on this scheme is of Rs. 81.50 lakhs.

II. *Low income group housing:*

This scheme is meant for persons with an annual income not exceeding Rs. 6,000/-. It envisages construction by the Housing Board for economically weaker classes. It is proposed to have 1000 tenements with two rooms and bathrooms and W. C. attached with unitary cost not exceeding Rs. 10,000/-.

These tenements will be first started in urban areas where the dearth of accommodation is great and eventually in the other areas. Under the scheme the prospective tenant will be allowed to become the owner of the tenement after 30 years on hire-purchase basis. The total outlay of this scheme is of Rs. 120 lakhs.

III. *Middle income group housing:*

These schemes will cater for needs of persons whose annual income exceeds Rs. 6,000/- but does not exceed to Rs. 15,000/-. The tenement for this class will have three rooms, kitchen, bathroom and W. C. attached, the overall cost not exceeding Rs. 15,000/-. It is proposed not exceeding Rs. 15,000/-. It is proposed to build 220 tenements under this scheme. Proposed outlay on this scheme is of Rs. 40.5 lakhs.

IV. *Subsidised housing for industrial workers:*

The object of this scheme is to assist the employers in solving the problems of housing of their workers.

It envisages the provision of housing for workers in areas which are predominantly industrial. For these schemes, land will have to be provided by the employer and the Housing Board will act as construction agency. Each tenement will not cost more than Rs. 10,000/- and it is proposed to build 500 such tenements dispersed through various mining industrial centres as well as new ones to be built up.

Proposed outlay on this scheme will be of Rs. 50.00 lakhs.

V. *Experimental housing:*

This scheme envisages construction of houses utilizing local building materials and introducing new techniques suggested by various building materials research stations such as the National Building Organization, Building Research Institute etc. with a view to find economical solutions for study of other schemes. It is proposed to have five such schemes in areas characteristic of heavy rainfall, of high altitude, low lying area, vicinity of river margin and vicinity of sea beach.

The outlay on this scheme will be of Rs. 5.00 lakhs.

VI. *Town Planning Scheme:*

This scheme contemplates provision of amenities such as markets, playgrounds, community halls, parks and gardens either in existing population nuclei or in proposed housing schemes. This scheme will be com-

plementary of other housing schemes proposed. An outlay of Rs. 1000.00 lakhs is considered on this scheme.

VII. *Slum clearance and construction of night shelters:*

This scheme envisages amelioration of the living conditions of schedule castes and backward classes who stay in dwellings which by reason of dilapidation, overcrowding lack of ventilation, light or sanitary facilities or any combination of these factors.

Night shelters will provide sleeping accommodation to persons who find it difficult to have a roof at night and are forced to sleep on pavements and such other unprotected places. Each shelter will have a canteen attached with other facilities.

It is proposed to undertake these schemes in three major towns of Goa viz., Panjim, Margao and Vasco da Gama.

The proposed outlay for this scheme is of Rs. 20.00 lakhs.

VIII. *Labour housing:*

This scheme is intended for providing housing accommodation to that class of labourers who do not have a permanent employer and such cannot be included in the scheme of subsidised housing for industrial workers.

Labourers of Marmagao Harbour are one example of this class.

The main aim behind this scheme is to provide basic accommodation to each labourer inducing him thereby to work better and indirectly dissociating him from joining groups of anti-social elements indulging in creation of unnecessary labour problems such as strikes, etc.

Provision under this outlay will be of Rs. 34.00 lakhs.

XI. *Village housing:*

Of the 258 villages constituting the Union Territory a great many have houses built on primitive methods and materials with no degree of protection against hazards of fire or flood. It is proposed to build 400 such houses in those villages which when emulated by bulk of the rural population will bring about a significant uplift in their standards of living.

Outlay proposed on this scheme is of Rs. 20.00 lakhs.

X. *Construction of rest houses:*

Excepting major towns in Goa, in other taluka centres or places there are no facilities worth name for lodging or boarding. It is proposed to build 9 such rest houses in all talukas concelhos of the Union Territory excepting those of Ilhas, Salcete, Bardez and Mormugao.

Total outlay on this scheme is of Rs. 9.00 lakhs.

Marmagoa Taluk

Villages — Panchayats	No. of mundcars and their professions (Head of family)		No. of houses built by:— Not mentioned					No. of mundcars who pay rent to landlord			No. of mundcars according to the type of service rendered to landlord				No. of mundcars who are paid for the service rendered			No. of mundcars who are paid without rendering service		No. of mundcars who are not paid and those who have not	Observation			
	No.	Profession	Type					Kind	Cash	Not specified	Watch	2 days work	Not stated	No service	Kind	Cash	Not specified	Kind	Cash					
			Katcha	Packs	Hut	Zinc sheets	Not stated															Total		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23		
TOTAL	2,157		1,706	18	418	2	18	2,157	..	6	14	518	7	281	1,351	407	44	55	295	..	1,356			
Cortalim	804	Please see in col. No. 23	694	1	107	..	2	804	..	..	..	143	..	267	394	115	9	..	187	..	493		
Queiossim			418	1	123	..	..	542	..	5	..	200	7	..	335	175	31	..	108	..	228		
Cansaulim	542		223	12	15	250	..	1	..	54	196	54	196	..	196	
Arossim			213	3	31	2	..	249	..	..	..	98	..	..	151	98	..	..	..	..	..	151	
Ohicalim			158	1	142	..	..	301	..	..	14	23	..	3	275	19	4	1	..	..	..	277	
Bogmolo	250		..	..	..	..	11	11	..	..	..	..	..	11	..	..	..	..	..	..	..	- 11	
S. Jacinto .....			..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sancoale	249		..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Velção	301		..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Vasco da Gama	11		..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..

Professions	Cortalim-Queiossim	Cansaulim-Arossim	Chicalim-Bogmolo-S. Jacinto	Sancoale	Velção	Vasco da Gama
Farmer	532	376	5	119	126	..
Labour	237	105	146	95	88	..
Carpenter	2	1	..	4	..	..
Toddy Tapper	27	19	52	11	..	..
Church teacher	2	..	..	..	..	..
Mason	2	..	..	..	..	..
Beggar	1	..	..	1	..	..
Not stated	1	2	3	3	11	..
Sailor .....	..	2	1	3	9	..
Goldsmith .....	..	5	..	..	1	..
Railway servant .....	..	4	..	..	..	..
Merchant .....	..	3	1	..	1	..
Baker .....	..	2	..	..	..	..
Fisherman .....	..	9	..	..	38	..
Tailor .....	..	1	1	2	..	..
Driver .....	..	2	2	2	1	..
Barber .....	..	1	2	1	..	..
Teacher .....	..	1	..	..	..	..
Servant .....	..	1	..	..	..	..
Stone cutter .....	..	1	..	..	2	..
Wine distiller .....	..	4	..	..	29	..
Wood cutter .....	..	1	..	..	..	..
Dhobie .....	..	2	..	..	..	..
Co. service .....	..	..	6	..	..	..
Govt. service .....	..	..	24	1	..	..
Painter .....	..	..	4	..	..	..
Service .....	..	..	2	..	1	..
Watchman .....	..	..	..	1	..	..
Contractor .....	..	..	1	..	..	..
Barman .....	..	..	..	3	..	..
Shoopkeeper .....	..	..	..	1	..	..
Domestic .....	..	..	..	1	..	..
Caneworkers .....	..	..	..	1	..	..
Home Industry .....	..	..	..	..	2	..

Marmagoa Taluk

Villages — Panchayats	No. of mundcars and their professions (Head of family)		No. of houses built by:— Not mentioned						No. of mundcars who pay rent to landlord			No. of mundcars according to the type of service rendered to landlord				No. of mundcars who are paid for the service rendered			No. of mundcars who are paid without rendering service		No. of mundcars who are not paid and those who have not	Observation		
	No.	Profession	Type						Kind	Cash	Not specified	Watch	2 days work	Not stated	No service	Kind	Cash	Not specified	Kind	Cash				
			Katcha	Packs	Hut	Zinc sheets	Not stated	Total																
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23		
TOTAL	2,157		1,706	18	418	2	13	2,157	..	6	14	518	7	231	1,351	407	44	55	295	..	1,356			
Cortalim	804		694	1	107	..	2	804	..	..	..	143	..	267	394	115	9	..	187	..	493	
Quelossim																								
Cansaulim	542	Please see in col. No. 23	418	1	123	..	..	542	..	5	..	200	7	..	335	175	31	..	108	..	228	
Arossim																								
Chicalim																								
Bogmolo	250			223	12	15	250	..	1	..	54	196	54	196		
S. Jacinto																								
Sancoale	249		213	3	31	2	..	249	..	..	..	98	..	..	151	98	..	..	..	..	151	
Velção	301		158	1	142	..	..	301	..	..	14	23	..	3	275	19	4	1	..	..	277	
Vasco da Gama	11		..	..	..	..	11	11	..	..	..	..	..	11	..	..	..	..	..	..	11	

Professions	Cortalim-Quelossim	Cansaulim-Arossim	Chicalim-Bogmolo-S. Jacinto	Sancoale	Velção	Vasco da Gama
Farmer	532	376	5	119	126	..
Labour	237	105	146	95	88	..
Carpenter	2	1	..	4	..	..
Toddy Tapper	27	19	52	11	..	..
Church teacher	2	..	..	..	..	..
Mason	2	..	..	..	..	..
Beggar	1	..	..	1	..	..
Not stated	1	2	3	3	3	11
Sailor .....	..	2	1	3	9	..
Goldsmith .....	..	5	..	..	1	..
Railway servant .....	..	4	..	..	..	..
Merchant .....	..	3	1	..	1	..
Baker .....	..	2	..	..	..	..
Fisherman .....	..	9	..	..	38	..
Tailor .....	..	1	1	2	..	..
Driver .....	..	2	2	2	1	..
Barber .....	..	1	2	1	..	..
Teacher .....	..	1	..	..	..	..
Servant .....	..	1	..	..	..	..
Stone cutter .....	..	1	..	..	..	..
Wine distiller .....	..	4	..	..	29	..
Wood cutter .....	..	1	..	..	..	..
Dhobie .....	..	2	..	..	..	..
Co. service .....	..	..	6	..	..	..
Govt. service .....	..	..	24	1	..	..
Painter .....	..	..	4	..	..	..
Service .....	..	..	2	..	1	..
Watchman .....	..	..	..	1	..	..
Contractor .....	..	..	1	..	..	..
Barman .....	..	..	..	3	..	..
Shoopkeeper .....	..	..	..	1	..	..
Domestic .....	..	..	..	1	..	..
Caneworkers .....	..	..	..	1	..	..
Home Industry .....	..	..	..	..	2	..

Bardez Taluk

Village or Panchayat area	Total number of mundcars and their professions (Head of family)	Houses built by landlord	Houses built by mundcar	Houses built by entities not stated				Value of houses built in Rs.											Mundcars who pay house rent to landlord		Mundcars according to the services rendered to the landlord				Number of mundcars paid by the landlord				Number of mundcars who are not paid by the landlord	Observation	
		Type not specified	Type not specified	Katcha	Facka	Semi-Packa	Not specified	Bellows 100	100-200	200-300	300-400	400-500	500-600	600-800	800-1000	1000-2000	Above 2000	Total	Kind	Cash	Watch	Labour	Not specified	No services	For the services		Without any services				
																									Kind	Cash	Kind	Cash			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
TOTAL	5,187	12	201	3,253	158	211	1,355	..	..	..	..	..	..	..	..	..	..	..	1	123	11	16	21	5,189	2	4	..	..	5,181	(a) For detailed information see the below table. It is the only village that gave the value of the houses.	
Mapuça	87	..	..	87	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	87	
Anjuna	547	..	..	547	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	547	
Arporá	281	..	..	272	5	4	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	281	
Assagão	111	..	..	111	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	111	
Assonorá	214	..	..	214	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	214	
Ucassaim-Paliem	60	..	..	50	10	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	60	
Calangute	573	..	..	573	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	573	
Candolim	5	..	..	..	..	..	5	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	5	
Colvale-Camorlim	181	..	..	..	..	181	..	..	..	..	..	..	..	..	..	..	..	..	1	3	..	..	..	..	..	..	..	..	..	181	
Korlim	17	..	..	17	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	17	
Kuchelim	9	..	..	8	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	9	
Parra	198	..	..	157	36	5	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	198	
Molra-Nachinola	16	..	..	16	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	16	
Nerul	77	..	..	66	9	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	77	
Oxel	350	..	..	..	..	..	350	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	350	
Pirna	70	..	..	70	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	70	
Revora	176	..	..	176	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	176	
Tivim-Sitcaim	281	..	..	281	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	281	
Saligão	189	..	..	..	..	..	189	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	189	
Penha de França	162	..	..	..	..	..	162	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	162	
Salvador do Mundo	148	..	..	134	8	6	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	148	
Venem-Betim	249	..	..	149	88	11	1	..	..	..	..	..	..	..	..	..	..	..	..	..	5	..	..	..	..	..	..	..	..	249	
Stolim-Marnã	585	..	..	..	..	..	585	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	585	
Pomburpá-Olaulim (b)	210	12	201	..	..	..	..	3	12	12	21	15	38	30	26	(a) 27	(a) 29	213	..	88	..	..	..	..	..	..	..	..	..	210	
Socorro	186	..	..	126	..	..	60	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	186	
Pilerne	120	..	..	120	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	120	
Verla-Cancá	85	..	..	79	2	3	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	85	

Value	Pomburpa-Olaulim
Village	
1000-1500	7
1500-2000	20
2000-2500	2
2500-3000	7
3000-3500	1
3500-4000	6
4000-4500	2
4500-5000	5
6000	2
7000	1
8000	1
10,000	1
25,000	1

(b) In Pomburpa-Olaulim there are three mundcars, who have built two houses each (two are fisherman and one is a Businessman).

Ponda Taluk

Villages	No. of mundcars and their professions (Head of family)		No. of houses built by					No. of mundcars who pay rent to landlord		No. of mundcars according to the type of service rendered to landlord						No. of mundcars who are paid for services rendered		No. of mundcars who are paid without services		No. of mundcars who are not paid and those who have not stated	Remarks	
			Not specified																			
			Type																			
	No.	Profession	Kacha (Mud)	Pacha (stone)	Hut	Not stated	Total	Kind	Cash	Watch and watering the property	Temple service	Bar service in the fields	Work, one week per year	Not stated	No services	Kind	Cash	Kind	Cash			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
TOTAL	7,178		6,793	270	51	64	7,178	..	9	1,119	59	474	51	788	4,687	1,047	22	..	..	6,109		
Pondá	208		184	..	24	..	208	..	5	31	..	..	..	1	176	27	..	..	..	181		
Priol	583		583	..	..	..	583	..	..	111	58	162	..	157	100	..	..	..	..	..	583	
Velingá	151		151	..	..	..	151	..	..	21	6	32	..	6	86	..	1	..	..	..	150	
Candolá	169		169	..	..	..	169	..	..	..	..	..	..	..	169	..	..	..	..	..	169	
Betqui	159		159	..	..	..	159	..	..	..	..	..	..	..	159	..	..	..	..	..	159	
Volvot	42		42	..	..	..	42	..	..	..	..	..	..	..	42	..	..	..	..	..	42	
Verem	110		110	..	..	..	110	..	..	..	..	..	..	..	110	..	..	..	..	..	110	
Vagurbem	5		5	..	..	..	5	..	..	..	..	..	..	..	5	..	..	..	..	..	5	
Querim	314		314	..	..	..	314	..	..	..	..	..	..	..	314	..	..	..	..	..	314	
Cuncolem	160		160	..	..	..	160	..	..	29	..	57	..	74	..	..	..	..	..	..	160	
Sirodá	754		475	215	..	64	754	..	2	358	..	..	..	..	396	338	..	..	..	..	416	
Conxém	14		14	..	..	..	14	..	..	..	..	..	..	..	14	..	..	..	..	..	14	
Nirancal	93		90	3	..	..	93	..	..	1	..	21	..	..	71	13	9	..	..	..	71	
Codar	49		36	13	..	..	49	..	..	1	..	13	..	..	35	..	11	..	..	..	38	
Betorá	100		98	2	..	..	100	..	..	17	..	3	..	..	80	3	..	..	..	..	97	
Ponchawadi	391		391	..	..	..	391	..	..	368	..	..	..	..	23	368	..	..	..	..	23	
Marcaim	736		733	3	..	..	736	..	..	..	..	186	..	..	550	120	..	..	..	..	616	
Talauhim	76		76	..	..	..	76	..	..	1	..	..	51	..	24	1	..	..	..	..	75	
Wadi	31		31	..	..	..	31	..	..	..	..	..	..	..	31	..	..	..	..	..	31	
Boma	150		147	..	3	..	150	..	..	..	..	..	..	..	150	..	..	..	..	..	150	
Adcolna	94		88	2	4	..	94	..	..	..	..	..	..	..	94	..	..	..	..	..	94	
Thurem	72		72	..	..	..	72	..	..	..	..	..	..	..	72	..	..	..	..	..	72	
Orgão	258		258	..	..	..	258	..	..	..	..	..	..	225	33	..	..	..	..	..	258	
Borim	480		461	..	19	..	480	..	..	142	..	..	..	..	338	142	..	..	..	..	338	
Cundaim	340		333	7	..	..	340	..	1	2	..	..	..	307	31	..	..	..	..	..	340	
Curtá	205		205	..	..	..	205	..	..	..	..	..	..	..	205	..	..	..	..	..	205	
Candiapar	332		332	..	..	..	332	..	..	..	..	..	..	..	332	..	..	..	..	..	332	
Queulá	516		515	..	1	..	516	..	..	..	..	..	..	..	516	..	..	..	..	..	516	
Bandorá	586		561	25	..	..	586	..	1	37	..	..	..	18	531	35	1	..	..	..	550	

Please see the attached table

Bicholim Taluk

Village — Panchayats	Total number of mundcars (Head of family)	Professions	Houses built by mundcars			Houses built by landlords			Houses built by Committee			Value in Rs.					No. of mundcars who pay rent to the landlord		Number of mundcars according to the service rendered to landlord				No. of mundcars paid by the landlord for service rendered		No. of mundcars paid without any service to the landlord		Number of mundcars not paid by the landlord and those who have not mentioned	Observations	
			Katcha	Packa	Not mentioned	Katcha	Packa	Not mentioned	Katcha	Packa	Not mentioned	0-100	100-150	150-200	200-300	300-400	Over 400	Kind	Cash	Watch	Field work	Service not stated	No service	Kind	Cash	Kind			Cash
TOTAL	2,354		1,725	608	8	6	5	1	1	..	..	..	..	..	..	109	89	104	44	1	2,205	38	72	..	..	2,244
Maeni-Vainguinim	103		58	45	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	103	..	..	..	..	103
Salem	42		3	39	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	42	..	..	..	..	42
Sanquelim	9		..	..	8	..	..	1	..	..	..	..	..	..	..	..	..	9	..	..	..	9	..	..	..	..
Narora	169		164	..	..	5	..	..	..	..	..	..	..	..	..	..	3	..	..	..	169	..	..	..	..	169
Latambarcem	96		14	80	..	..	2	..	..	..	..	..	..	..	..	9	15	..	..	..	96	..	..	..	..	96
Navelim	105		105	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	105	..	..	..	..	105
Sirigão	81		80	..	..	1	..	..	..	..	..	..	..	..	..	2	..	8	..	..	73	..	7	..	..	74
Mulgão	166		166	..	..	..	..	..	..	..	..	..	..	..	..	..	..	10	..	1	155	..	..	..	..	166
Amonã	209		207	1	..	..	1	..	..	..	..	..	..	..	..	..	..	1	..	..	208	..	..	..	..	209
Piligão	171		43	128	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	171	..	..	..	..	171
Pili-Velguem	290		274	16	..	..	..	..	..	..	..	..	..	..	..	..	30	2	..	..	288	..	..	..	..	290
Usgão	56		22	34	..	..	..	..	..	..	..	..	..	..	..	..	6	25	..	..	31	..	21	..	..	35
Bordem-Lamgam	164		..	164	..	..	..	..	..	..	..	..	..	..	..	95	3	6	3	..	155	..	..	..	..	164
Kudnem	41		..	39	..	..	2	..	..	..	..	..	..	..	..	..	..	..	41	..	..	..	41	..	..	..
Surla-Kotombi	150		149	..	..	..	..	..	1	..	..	..	..	..	..	3	5	43	..	..	107	29	3	..	..	118
Carapur-Sarvona	376		367	9	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	376	..	..	..	..	376
Bicholim (urban)	126		73	53	..	..	..	..	..	..	..	..	..	..	..	..	26	..	..	..	126	..	..	..	..	126

Please see the attached table

Bicholim Taluk

Village — Panchayats Occupations 1	Bicholim Taluk														Other Panchayats				TOTAL 19
	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
GRAND TOTAL	126	103	42	9	169	96	105	81	166	209	171	290	66	164	41	150	376	2,354	
Agriculturer	27	80	42	9	118	27	104	30	31	123	100	89	20	76	41	101	152	1,170	
Agriculturer+Horticulture .....	..	..	..	..	..	2	..	..	1	..	..	..	..	4	..	..	..	7
Agriculturer+Fishing .....	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	1
Agriculturer+Worker .....	..	..	..	..	3	12	..	..	26	..	2	160	17	..	..	..	..	238
Agriculturer+Mine worker .....	..	..	..	..	..	..	..	..	..	..	..	..	..	16	..	..	2	4
Agriculturer+Merchant .....	..	..	..	..	..	..	..	..	..	2	3	..	..	4	..	..	..	7
Agriculturer+Tailoring .....	..	..	..	..	..	..	..	..	2	..	..	..	..	2	..	..	..	2
Baker .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Bamboo worker .....	..	..	..	..	..	..	..	..	..	11	4	..	..	..	..	1	..	1
Band wadam .....	..	..	..	..	..	..	..	..	..	..	..	..	..	8	..	..	..	23
Barber	1	1	..	..	2	..	..	1	..	1	..	..	..	1	..	..	..	1
Bidi-workers .....	..	..	..	..	..	..	..	..	..	3	..	..	..	..	..	..	13	19
Boating .....	..	..	..	..	..	..	..	..	..	2	2	..	..	3	..	..	4	10
Carpenter	6	14	..	..	..	1	..	..	..	11	..	2	..	..	..	..	6	10
Cartman	5	..	..	..	..	..	..	..	1	..	1	..	..	2	..	5	12	53
Contractor .....	..	..	..	..	..	..	..	1	..	..	3	..	..	1	..	..	..	8
Dead persons burier .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	4
Domestic .....	..	..	..	..	..	..	..	2	..	10	..	1	..	..	..	..	..	1
Driver	3	1	..	..	1	..	..	2	1	..	2	2	..	..	..	..	..	13
Farmer .....	..	..	..	..	..	..	..	33	1	..	..	..	..	..	..	..	1	13
Fisherman .....	..	..	..	..	4	..	..	..	1	2	..	..	..	..	..	..	..	34
Flour mill .....	..	1	..	..	..	..	..	..	1	..	..	..	..	..	..	..	1	8
Goldsmith .....	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	2	2
Horticulturer .....	..	1	..	..	1	3	..	..	..	..	..	..	2	2	..	..	..	3
Hotel service .....	..	..	..	..	1	..	..	..	2	..	..	..	..	2	..	..	..	9
Kansar .....	..	..	..	..	..	..	..	..	..	..	2	..	..	2	..	..	..	5
Labourer	47	..	..	..	..	..	..	6	..	..	..	..	..	..	..	..	..	2
Mason .....	..	..	..	..	..	..	..	..	..	..	1	1	..	..	..	..	8	53
Merchant	16	..	..	..	4	..	..	..	..	6	..	23	..	..	..	6	4	10
Milkman	1	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	59
Mine-worker .....	..	..	..	..	..	..	..	..	2	..	..	..	..	5	..	..	3	2
Motor repairer	1	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	10
Painter	5	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	2
Police .....	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	6
Priest	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1
Puzari Bath .....	..	..	..	..	..	..	..	1	10	..	..	..	..	..	..	..	..	2
Service	2	..	..	..	3	1	..	..	..	10	7	11	..	1	..	4	37	11
Shoemaker .....	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	2	76
Shopkeeper .....	..	1	..	..	..	..	..	..	..	1	19	..	..	1	..	..	..	3
Supervisor .....	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	22
Sweetmaker .....	..	2	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	1
Tailor	2	..	..	..	..	1	..	..	1	1	1	..	..	..	..	..	..	3
Teacher .....	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	1	7
Teashop .....	..	..	..	..	..	..	1	..	..	1	1	..	..	..	..	..	4	1
Temple worker .....	..	1	..	..	..	..	..	1	..	..	2	..	..	..	..	..	..	7
Toddy Tapper	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	4
Truckman .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3	4
Washerman .....	..	..	..	..	3	..	..	..	..	1	..	..	..	..	..	..	1	3
Wine .....	..	..	..	..	..	..	..	..	..	..	..	6	..	..	..	..	..	5
Wine shop	2	..	..	..	..	1	..	..	1	2	..	..	..	..	..	..	..	6
Worker	3	..	..	..	25	45	..	4	81	17	17	1	11	14	..	27	113	73
Worshipper .....	..	1	..	..	..	..	..	..	..	1	..	..	..	1	..	..	..	358
Not stated	2	..	..	..	4	2	..	..	..	1	1	..	..	20	..	..	..	7
																		30	

HOUSES VALUEING Rs. 1000 AND OVER, BY VILLAGES

Villages	1000-1500	1500-2000	2000-2500	2500-3000	3000-3500	3500-4000	4000-4500	4500-5000	5000-5500	5500-6000	6000-6500	6500-7000	7000-7500	7500-8000	8000-8500	12,000	16,000	25,000	Total
Bhati .....	..	1	1	1	2	1	..	..	..	..	..	..	..	1	..	..	..	..	7
Curdi .....	..	..	2	2	3	..	2	..	2	..	..	..	..	..	..	..	..	..	11
Sancordem	15	3	1	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	21
Danbandora .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Quirlapale	20	8	18	1	10	2	8	..	9	..	4	..	1	..	5	2	1	1	100
Calai	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Colem	9	10	5	2	3	..	..	..	..	..	..	..	..	..	..	..	..	..	29
Netorlim	4	7	8	3	3	..	..	..	..	..	..	..	..	..	..	..	..	..	25
Rivona	18	2	3	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	24
Sanguem .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Total	78	31	38	10	22	8	10	..	12	..	4	..	1	1	5	2	1	1	219

Canacona Taluk

Villages	No. of mundcars and their professions (Head of family)		Number of houses and its value										No. of mundcars who pay rent to landlord		No. of mundcars according to the type of service rendered to landlord			No. of mundcars who are paid for service rendered		No. of mundcars who are paid without services		No. of mundcars who are not paid and those who have not stated	Remarks				
	Number	Profession	Built by landlord	Built by mundcar	Value in Rs.									Kind	Cash	Watch and watering the property	Temple work	Not stated	No service	Kind	Cash			Kind	Cash		
			Type	Type	Not stated	0-100	100-200	200-300	300-400	400-500	500-1000	1000 and above (a)															
			Not stated	Not stated																							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25			
TOTAL	1,358		5	1,353	848	12	153	96	63	55	102	29	..	..	225	1	52	1,080	210	..	3	..	1,145	(a) For details see the following table: —			
Canacona	58	Please see the below table	..	58	..	10	..	..	20	13	14	1	..	..	58	..	..	..	58	..	..	..	..	..	..	..	..
Gaundongrem	29		2	27	..	1	8	8	..	1	7		4	..	..	20	..	..	9	10	..	..	..	..	..	..	19
Poingunim	413		..	413	413	..	..	..	..	..	..		..	..	..	20	..	..	333	80	..	..	..	..	..	..	333
Nagorcem Palolem	246		..	246	..	..	136	77	6	3	13		..	..	..	..	..	..	246	..	..	..	..	..	..	..	246
Loliem Polem	435		3	432	435	..	..	..	..	..	..		11	..	..	64	1	..	370	62	..	3	..	..	..	..	370
Cola	168		..	168	..	1	8	11	37	37	65	9	..	..	..	..	..	52	116	..	..	..	..	..	..	..	168
Chauri	9		..	9	..	..	1	..	..	1	3	4	..	..	..	3	..	..	6	..	..	..	..	..	..	..	9

Villages	Value						
	1000	1200	1500	2000	5000	5500	15,000
Canacona .....	..	..	..	..	..	..	1
Gaundongrem	2	..	2	..	..	..	..
Nagorcem-Palolem	4	1	2	2	1	1	..
Cola	7	1	..	1	..	..	..
Chauri .....	..	..	..	3	1	..	..

Villages	Agriculturist	Farmer	Labour	Carpenter	Not specified
Canacona	58
Gaundongrem	15	3	4	4	6
Poingunim	413
Nagorcem-Palolem	246
Loliem Polem	435
Cola	168
Chauri	9

Satari Taluk

Villages	No. of mundcars and their profession (Head of family)		No. of houses		No. of mundcars who pay rent to landlord		No. of mundcars according to services rendered to landlord		No. of mundcars who are paid for service rendered		No. of mundcars who are paid without rendering service		No. of mundcars who are not paid and those who have not stated	Remarks
	Number	Profession	Not specified who built the house		Not specified	Cash	Plough the land once a year	No services	Kind	Cash	Kind	Not specified		
			Mud	Type										
1	2	3	4	5	6	7	8	9	10	11	12	13	14	
TOTAL	170		170	4	..	118	52	..	..	..	8	162		
Thane	103	Please see in the Remarks:	103	..	..	103	..	..	..	..	..	103		
Poriem	15		15	..	..	15	..	..	..	..	..	..	15	
Advoi	16		16	..	..	..	16	..	..	..	..	..	16	
Bhirondem	1		1	..	..	..	1	..	..	..	..	..	1	
Van	6		6	..	..	..	6	..	..	..	..	..	6	
Morlem	18		18	4	..	..	18	..	..	..	..	..	18	
Honda	8		8	..	..	..	8	..	..	..	..	8	..	
Sonus	3		3	..	..	..	3	..	..	..	..	..	3	

Villages	Professions	Agriculturist and Labourer	Agriculturist	Not stated
Thane	103	..	..	..
Poriem	15	..	..	..
Advoi .....	..	..	16	..
Bhirondem .....	..	..	1	..
Van	6	..	..	..
Morlem .....	..	18	..	..
Honda .....	..	8	..	..
Sonus .....	..	3	..	..

JOINT MINUTE OF DISSENT
on
BHATKAR-MUNDKAR REPORT

by

Dr. S. Mazarelo M. L. A.

and

Shri Orlando A. J. de Sequeira Lobo M. L. A.

JOINT MINUTE OF DISSENT
on
BHATKAR-MUNDKAR REPORT

by

Dr. S. Mazarelo M. L. A.

and

Shri Orlando A. J. de Sequeira Lobo M. L. A.

The Hon. Member Shri Orlando Sequeira Lobo, M. L. A., surprisingly enough, sent a Note of Dissent on the Committee's findings as late as 30th July, 1966 which was brought to the notice of the Chairman of the Committee on 1-8-1966.

However, the Chairman convened a meeting of the Committee immediately to which the following were present: —

- Shri Tony Fernandes — Chairman.
- Shri Ganba Dessai, M. L. A. — Member.
- Shri Dattaram Chopdenkar, M. L. A. — Member.
- Shri Jaisingrao Rane, M. L. A. — Member.
- Shri Orlando S. Lobo, M. L. A. — Member.
- Dr. Sebastiao Mazarelo, M. L. A. — Member.

The Committee noted that all these points which are raised by the Hon. Member now in his Note of Dissent were never raised by him during the various Sessions of the Committee. As such, those could not be taken into consideration at that stage.

Secondly, the Hon. Member's attitude was, as indicated as per his paper submitted herewith in Annexure I. It is very clear that the Hon. Member never wanted the Report of the Committee to be framed. However, in order to give sufficient scope for the Member's view, his Note of Dissent is published herewith, as decided to do so by the Committee on 1-8-1966.

Dr. Sebastião Mazarelo, Member — paper of the Committee is also at Annexure II of the Note of Dissent.

TONY FERNANDES

Minister for Agriculture

Chairman .

JOINT MINUTE OF DISSENT ON BHATKAR-MUNDKAR REPORT

by Dr. S. Mazarelo, M. L. A.
and
Shri Orlando A. J. de Sequeira Lobo, M. L. A.

We feel compelled to submit this minute of dissent, because the picture presented by the Committee in regard to the origin and the present situation of the system of Mundcarism obtaining in this territory, is, in our opinion, unhistorical, unrelated to realities and entirely unbalanced, and the recommendations made, based as they are on false premises and preconceived notions, are bound to aggravate social tension already existing among the «*Batkars*» and the «*Mundkars*» giving a short shrift to the elementary canons of social justice and the provisions of the Constitution.

The problem of Mundcarism needs intelligent, delicate and tactful handling and if the law presently in force needed to be amended as a result of introduction of Cr. P. C. in this Territory and other changes, the amendments ought to have been suggested in the light of experience and factual data objectively interpreted and not under the influence of an uncritical study made on incomplete and untrustworthy data.

2. In para (1) of the introduction (chapter I), it is stated that a member of the Legislative Assembly sought to move a Resolution in the House on modifications to be introduced in the law in force and that a Committee was appointed in April 1964, to go into the question and make suitable recommendations for putting the relationship between the Bhatkars and Mundkars on a more rational or permanent basis.

This incomplete bit of information needs to be clarified. The Committee was appointed not by the House but by Government and, therefore, if the Government did not fix the terms of reference of the Committee, as averred in chapter 4 para 1, nor the time for submitting the Report-it has itself to blame. It is strange that such a thing happened and strange still that it took more than two years for the Committee to submit this Report.

3. It is further stated in chapter I para 1 that the Land Reforms Commission that submitted its Report in February 1962, had left out of its ambit the problems of Mundkarism. And the same note of censure against the Land Reforms Commission is sounded in para 8 of Chapter III. One reads there: «It would be proper for the Land Reforms Commission

of Goa, Daman and Diu also to consider this problem in their Report, which was not done».

This unfair and unwarranted remark forces us to draw two conclusions. Firstly, the Committee, by equating the problem of Mundkarism with Land Reforms have betrayed to say the least complete lack of knowledge of the issues at stake, for it will be conceded that not *all mundkars* are tenants and not all tenants are *mundkars*. Secondly, and as a corollary to their first conclusion the Commission could not have possibly included, as it actually did not, this question of Bhatkar-Mundkar relations as that would amount to violation of its terms of references. I feel, cricket should always be played fairly in all spheres of life and the remark quoted above is uncalled for.

4. It is not known why the Committee in Chapter II, ventured into the dim of mistry past and the uncertain field of pre-historic disquisition, taking a problem of the nature of who came first, the chicken or the egg. For paras 2 to 7 of that Chapter as to who came first the «*Bhatkar*» or the «*Mundkar*» are a piece albeit not very inspiring of guesswork that could have very well been consigned to a book of fiction. Not a shred of evidence is advanced in support of the theory sketched there. In fact those sallies in the realm of pre-history appear to ignore the fact that the juridical principle of *primum capientis* is of universal application and validity, whether in the East or in the West that in ancient India, according to Manu "land belongs to him who cleared away the timber and deer to him who (first) wounded it" that the village communities owned the entire arable lands of the village; that, in the words of Colebrooke: «*the monarch has not the property in the earth. His kingly power is for Government of the realm and extirpation of the wrong, for that purpose he receives taxes from husbandman and levies fines on offenders*» that private ownership on land was the result mainly of separatism by alienation or otherwise, of land from village communities and that only «waste lands, being under nobody's occupation, were naturally regarded as State property» as rightly averred by Dr. A. Altekar, a noted historian.

It is, therefore, a travesty of truth to say that «overnight the whole village or settlements was converted into Mundkar Settlements, as the landlords came into the picture» (as though the original village settlers were not land owners) or to say that «Government or Jagirdary ownership of the land» passed into «private ownership».

5. It is again far removed from the truth to state as is done in para 10 Chapter 2 that «to keep the mundkar in a sort of dependency, the landlords at the time of sanctioning his abode in the property would

grant him as a loan free from any interest a certain amount in cash or in kind termed as «Mundd» which had to be made good by the «Mundkar» in case he intended to leave the property. «If the idea of giving cash or kind by way of «Mundd» who was free to accept or not to accept the «Mundd» or advance cash or kind for building the homestead, was at liberty to reject the «Mundd» and hence, the dependency. The truth of the matter lies elsewhere. «Mundd» was an innocuous advance contribution, practically a loan without interest, in money or kind that the landlord gave to a person who volunteered or was requested to come, build a house and settle down in the property of the landowner for the purpose of cultivation or looking after the property. Nothing more and nothing less to speak of keeping the «Mundkar» in dependency is a lop-sided insinuation that this simple statement of facts does not warrant. No person could possibly be coerced into becoming a «Mundkar» and much less forced to accept the «Mundd». It was the person desirous of settling in landowner's property who himself always laid down the condition that the landowner should give him the loan of «Mundd» free of interest.

6. In para 17 of Chapter 2, there is a reference to threats of mass eviction of *Mundkars* and references to such dire threats recur over and over again in para 2 of Chapter 3 that deals with the Committee's visits on fact-finding mission to various villages of Gca. We have to record most emphatically in this connection that the tours to villages conducted for the purpose of collecting first hand information on problems relating to «*Bhatkar-Mundkar's*» relations were undertaken under very extraordinary circumstances. No previous intimation was given of such visits to enable the villagers «*Bhatkars and Mundkars*» to come and present their case fairly and dispassionately. Unilateral depositions of «Mundkars» or threats of eviction, *in the absence of their* landowners, and, which is worse, failure of the present Report in detailing the reasons or the causes for the alleged threat of eviction, if any, vitiate the so-called findings basically. The cases brought to the notice of the Committee on threats of eviction were, by and large cooked up, as the cross-examination by us revealed, and it is a matter of regret that the evidence tendered before the Committee has not been made a part of their present Report. Why? Furthermore, in flagrant contradiction with the statements made as regards *threats of mass arbitrary eviction* in Chapter 2 and 3, it will be well to note that in para 1 of Part II of Chapter 4 the Report confesses quite candidly: «*It is only a small percentage of Mundkars who are facing the threat of eviction*» !! One is at a loss to know which, after all, is the correct position whether the eviction problem is big or small ...

But that is not all.

In paras 2 and 3 part II of the same Chapter, we are given other versions in a series without end as to the magnitude of the problem of illegal, arbitrary mass evictions as they are called. Here are some.

«This statistical data (collected through panchayats) does (sic) not give the actual number of such families as are under the threat of eviction. This may be due to the fact that the families that have already been evicted and who are now living as «Mundkars» in other landlord's properties, did not find it necessary to mention that they were earlier evicted. Others who are facing eviction also have not mentioned anything and the study does not give statistics about such people».

«In the absence of such statistical data, a clear picture does not emerge as to the number of families who (sic) are facing eviction»...

«There is no record with the authorities regarding those evictions, which were arbitrary»...

«It is found difficult to arrive at a correct picture»...

«From the figures available from the Mamlatdar's offices... a fairly correct idea can be obtained»...

«The findings of the (sic) certain localities (!) which were visited by the Committee, give an idea as to how critical is the situation in the villages for the poor Mundkars who are sought to be evicted by the landlords»...

«A large scale eviction which is reported cannot be generalized to include all mundkars»...

«The serious problem of mass eviction»...

«At the moment hundreds of families are facing mass eviction in the courts»...

This mass of incoherent and contradictory statements presented in this Report only shows how hopelessly at sea the Committee finds itself in assessing the magnitude of the issue: The statistics collected through the Panchayats are silent on the point of evictions not because of the reasons given in one of the statements quoted above, but for the simple reason that the proforma sent to the Panchayats (attached to the Report) did not at all call for that information. And it is significant to note, on the other hand, that though it is averred that there are figures available at the Mamlatdar's offices and though it is stressed that «hundred of families are facing mass evictions in the courts», the Committee did not think it necessary to obtain the figures for incorporation in the Report!! The plain truth is that the story of threat is a huge myth and a fabrication!

7. The statistical material compiled by the Committee through the Panchayats is both incomplete and unreliable. These are stated to be (Appendix II) 41,055 mundkars (Head of families), which cover about 32.4% of the total No. of families in Goa District. Out of these 41,055 mundkars, it would appear about 1,227 are stated as paying rent to the landlords and it is a moot point whether these should be considered as mundkars. Of the 41,055 mundkars, *as much as 69.9% do not serve the land owners in anyway.* They are only firmly planted in the land owners property. About 16.8% have failed to specify the services they render to the landlord. Only about 13.3% serve the landlord. Of these 88.9% do the watch and water the property and 4.7% do field barring work. Of the 13.3% of mundkars that render services to landlord it would appear only 48.3% are paid by the land owners, generally, in kind.

About 334 mundkars have had the honesty to confess that though they render no services to land owners, they are the recipients of favours from land owners, getting different type of aid, generally, in kind. As for residential houses every mundkar has a house. Who built the houses? 81.9% of mundkars are silent on this point. It appears 99% of 7,426 mundkars have stated, the houses were constructed by them. On materials of construction 15% did not commit themselves. 87.2% of the remaining 85% stated their houses were built of mud. The remaining 12.8% declared their houses were either stone built or were of hut type. As for occupation, 66.9% of mundkars are engaged in agriculture.

8. Interesting as these figures are, the information is, as stated above, incomplete and unreliable. To pose a few entirely relevant questions:

How many mundkars were the victims of eviction? Were evictions carried out as per due authority of law or otherwise? If otherwise than under due authority of law, what percentage of cases lodged a complaint with Administrator? How many of these had possession restored? How many filed a suit in the criminal court? The verdict in favour of landlord and the verdict in favour of mundkar?

If eviction was carried out under due authority of law, under which precise section of the law in force was verdict mostly given? In other words, what was the *cause* of eviction?

Is it a fact that the «Mundkars» were *compulsorily* made to serve in landlord's house or house of his relations? In what percentage of cases? And in what percentage of cases did those victims of forced labour to use the Report's aggressive expression lodge a complaint or file a suit

in Administrator's Office or in the criminal Court? The outcome? Were the victims of «forced labour» paid? In which year were the complaint or suits lodged or filed?

What is the percentage of mundkars settled in land owners property for generations, for 25 years, for 10 years, for 5 years for less than 5 years? What is the percentage of mundkars that own lands and continue as mundkars? What is the percentage of mundkars whose annual income exceeds Rs. 10.000/-, is between Rs. 10.000/- and Rs. 6.000/- is between Rs. 6.000/- and 3.600/-, is less than Rs. 3,600/-?

What is the percentage of land owners whose annual income exceeds Rs. 10.000/-, is between Rs. 10.000/- and Rs. 6.000/-, is between Rs. 6.000/- and Rs. 3.600/-, is less than Rs. 3.600/-? In what percentage do landlords having mundkars settled in their property own lands of less than one hectare, of 2, 4, 6, 8 and 10 hectares?

In what percentage of cases did the mundkars receive «*Mundd*»? The average amount in cash or in kind? Was «*Mundd*» sought by the mundkar or his ancestor or was it imposed on him? Where the mundkars were not paid remunerations for services rendered to their land owners, in what percentage of such cases did the aggrieved parties take the matter before the Administrador (Mamlatdar) or filed a suit in court?

If not, the reasons thereof?

What is the state of rural indebtedness among the mundkars? In what percentage of cases do mundkars owe their land owners amounts of less than Rs. 1000/-, between Rs. 1000/- and Rs. 2000/- between Rs. 2000/- and Rs. 5000/-, and above Rs. 5000/-.

Are the debts on account of loans taken or on account of failure to pay rent of agricultural properties of the landlords? These debts, if any, are outstanding for 2 years, for 5 years for 10 years?

What is the percentage of mundkars, who are tenants (in the sense of *Agricultural Tenancy Act*) of their land owners?

In what percentage of cases did the mundkars purchase the sites of their dwelling houses since change over and during five years prior to liberation? In what percentage of cases did the mundkars fail to purchase the sites even though offered by landlord?

The reason thereof?

In what percentage of cases are mundkars — head of families working as seamen and in other professions and trades outside Goa?

In what percentage of cases is agriculture the main source of income of mundkars? And in what percentage of cases is agricultural income the main source of income of land owners?

It will be clear from the above brief questionnaire that the so-called factual analysis of Bhatkar-Mundkar relationship, such as is made in the Report, is wide off the mark precisely because the data on which it is based are incomplete and misleading; and they are unreliable to the extent that the land owner was ignored and kept severely alone.

9. In para 7, Part II, chapter IV an explanation is sought to be given to the demographic phenomenon obtaining in the Concelhos of Salcete, Ponda, Bardez and Goa, wherein are to be found 63.7% of mundkars: high density of population of the area and scarcity of land. Indeed land development is a dominant feature of the *Old Conquests*, Ponda belongs to new-conquests which necessitated obviously increased number of agricultural lands. But the Committee has charged the Comunidades of these Concelhos for not allowing the mundkars to build houses in the Comunidade lands earmarked for housing on the ground that the *Comunidades were managed by land owners!* The Committee has once again betrayed pathetic ignorance of the provisions of codes of Comunidades that were successively enforced in Goa during the Portuguese regime, at least during the XX Century. True it is that in the past the village Comunidades of Goa were closed agricultural associations, the *gāocares* or original owners of the Comunidade lands, enjoying the exclusive privilege of management. But it is a travesty of truth to say that only landlords could or were to manage the affairs of the Comunidades. Once the system of shares was introduced into the Comunidades and at a certain stage of evolution, the doors of Comunidades were left open to one and all, mundkars included, and any shareholder could occupy any of the offices of the managing committee.

In addition, it must be emphasized that any Goan, irrespective of whether he was a land owner or mundkar, could apply and get a plot of Comunidade land earmarked for building purposes. And there are plenty of cases on record to show that many a one, *time* mundkar did obtain *aforamentos* from Comunidades and built a dwelling house there. The charge is unfounded and baseless as much.

10. As already stated by us, the question of Mundkarism has to be faced and no solution should be forced down the throat of the land owners of Goa, trampling underfoot the principles of the Constitution and equality of justice. The Report under consideration, of course, in paras

4, 5 and 6 of chapter III mentions the measures taken by the Governments of Maharashtra, Mysore and Kerala, to tackle problems of similar nature. As far as the legislation of Maharashtra and Mysore are concerned, it will be well to note that it refers to «landless agricultural labourers whose houses or homesteads existed on the land, not of *others*, as it has been incorrectly stated in the Report (para 4), but belonging to their land owners. This makes a world of difference. The legislation in question quoted in the Report has, therefore, no relative whatsoever with the problem of «*Mundkarism*» we are dealing with.

It may be mentioned, incidentally, that protection to agricultural tenants having dwelling houses in their land owners site has already been given by the Goa, Daman and Diu *Agricultural Tenancy Act, 1964, Section 17*. It is, therefore, clear that neither Maharashtra nor Mysore legislation can help us in anyway, in as much as they deal only partially, covering an insignificant number of cases with the problem at hand.

As for the legislation in Kerala quoted in the Report in respect of Kudikidappukaran — a jaw — breaking word! We shall not be presumptuous either to praise it or to condemn it, since we have not had the opportunity of reading *the Land Reforms Act, 1963*, of that state in full.

But that very fact that the kudikidappukaran legislation has been embodied in Kerala *Land Reforms Act*, it raises in our mind the doubt that, as in Maharashtra and Mysore, it is concerned with persons who are agricultural Tenants or landless agricultural labourers having their dwelling houses in their land owners sites. If our suspicions are confirmed, the legislation invoked will have no bearing with the problem of «Bhatkar-Mundkar» relations as they obtain at present here in Goa. We feel that Goan problems ought to be solved by Goans on the basis of Goan conditions.

In Para II Part II Chapter IV the Report refers to «forced», «labour», «servitude», «compulsory services», we wish to draw the attention of the Hon. Minister for Law as to why he has not taken action against the offenders under Criminal Law

12. The recommendation that the watch and ward service rendered at time by «*mundkars*» should be converted into tenancy relations between the land owner and the tenant to be regulated separately on reasonable terms tantamounts to a serious encroachment and totalitarian invasion on the fundamental rights guaranteed by the Constitution. One wonders how or in what sense watch and ward services arranged for by

land owners and rendered by mundkars and non-mundkars in respect of their properties can be at all converted into tenancy relations. If it is ever possible to do by legal quibbling or subterfuge a thing like that what will be the position of real tenancy of land owners properties?!

The recommendation is just incomprehensible.

It must be noted, besides, that if watch and ward services should be purely a tenancy «as averred in the Report» how come the Committee exceeded its powers (to submit recommendations only in respect of Bhatkar-Mundkar relation) and ventured into fields of tenancy that are alien by definition to the very purpose for which the Committee was appointed? The watch and ward services are exclusively a matter of contractual relations under the Law of Contract.

We agree that protection against arbitrary eviction should be given to the «Mundkar». But from this position to the recognition of «mundkar» as deemed owner of the land is a far cry. The Committee does not seem to know its own mind for in one breath it says in para 13, Part II Chapter IV recommendation No. 6 that the mundkar «must be given an opportunity to purchase the same (site) as and when *he desires to do so*», and in another breath, in the recommendation No. 7, a provision is sought to be made in creation of *financial agencies* to help him purchase the site in the event of the land owner wishing to sell the land *immediately!*

Our views are that basically it is the business of Government and not of private land owners to provide lands for house-building purposes, by institution of low and middle income Housing Boards making available at the same time the necessary finance at reasonable rates of loan payable in easy instalments.

14. Recommendation No. 10 on sale of so called «tenancy held property» is, as stated above, *ultra vires* the scope of study of the Committee.

15. We consider the recommendation on resettlement of mundkars from Urban areas of doubtful workability.)

Whether in rural or urban areas, the mundkars are at present, by and large a liability to the landowners. In a welfare state it is incumbent upon the Government to provide to the people food, *shelter* and clothing, and not shirk this responsibility by transferring its responsibilities on to private citizens.

16. We regret to say that in Part III of chapter 4 that deals with the «Lei de Mundcarato» presently in force, the majority of the committee

has once again made a sorry exhibition of its complete ignorance of the implication of that Law and the provisions of the Portuguese Civil Law.

17. It would take us too long if we were to correct the baseless allegations made in the Report evidently a product of lack of knowledge of the juridical system prevailing in Portuguese days, but it will suffice to state briefly the position obtaining under the Portuguese regime for a proper understanding of the questions involved.

Mundcarial Convention is a complex of uses and practices embodying juridical relation between landlords and mundcars. The majority of the Committee completely ignores these essential differentia and hence the confusion prevailing in their minds.

The truth of the matter is that the majority of the Committee confuses suits filed in Civil Courts in matters of proprietary rights and possession with question of eviction of mundcars through Civil Courts. These have no jurisdiction whatsoever, as stated above, in questions relating to eviction of mundkars. In these matters it is the Administrador and the Administrative Tribunals alone (the latter in appeal) that can decide such disputes.

18. The majority of the Committee appears to have taken strong objection in paras 7 to 15 (Part III, Chapter IV, to the provision of «Lei de Mundcarato» that deals with the eviction of the mundkars on grounds of a just cause «justa causa» specified in article 7.

According to the recommendation No. 10 of this part of the Report, there can be no eviction on any ground whatsoever of a mundkar from rural areas, be what may the affront or provocation he may offer to the land-owner, be what may the purpose for which the dwelling house is put. The protection afforded is unconditional, absolute.

The mundkar becomes thus, in a sense, sovereign and supreme. It may not be forgotten that the «mundkar» or his ancestor received originally help from the land-owner in the form of «Mundd». It may not be forgotten that the «mundkar» not unoften, lives in a house that was built in whole or in part by the landlord.

It may not be forgotten that the mundkar occupies the site belonging to the landlord and on which his dwelling house rests free. It may not be forgotten that 69.9% of mundkars (according to the Committee's own figures) do not serve the landlord in any way. Only juridical bolshevism could conceive of unconditional and absolute supremacy of the mundkar under such circumstances. As a vote-catching device, the idea is superb. And the criticism levelled in the Report against the grounds of «justa

causa» for eviction specified in the «Lei de Mundcarato» criticism that hardly stands the test of logic, is to all appearances a herculean effort in demagogy that unfortunately failed to take into consideration the fact that during Portuguese regime when the «Lei de Mundcarato» was enacted in 1959, no *compulsory* transfer of sites of mundkars' dwelling houses from the landowner to the mundkar was contemplated.

But be that as it may, absolute protection of mundkar in rural areas might have been understandable if instead of being held deemed owners, they actually became owners of the site in a short time after paying to the land-owner adequate compensation. The report, however, as has been noted above, has given the mundkar the choice of purchasing the site «*as and when he desires to do so*». The principles of fairness, equity and social justice are indeed thrown to the winds!

Incidentally, it may be mentioned in passing that recommendation No. 10 of Part III of unconditional impregnability or bar of eviction in rural areas is not in accord with recommendation No. 7 of Part II.

We discussed above the implications of the appointment of the Committee by Government without assigning to it «any particular and specific term of reference» (para I, Part I, Chapter IV) we feel, however, that without specific terms of reference, the Committee should have been guided by the general objective stated in para I of the introduction to wit «to go into the question further and make suitable recommendations for putting the relationship between the Bhatkars and Mundkars on a more rational and permanent basis». It is clear, it could never be the intention of the Government to do away with the «Mundkar system» altogether, root and branch, severing all connection between the «Bhatkar» and «Mundkar». The directive to put «the relationship between Bhatkars and Mundkars on a more rational and permanent basis» presupposes logically, on the contrary, the continuance of the system of Mundkarism and *enjoins* on the Committee the task of devising ways and means of improving the relations between the two classes of people on a more stable and rational basis.

But what has the majority of Committee done? The said majority of the Committee has rejected the very definition of the term «Mundkar» given in the «Lei de Mundcarato», and which the Government could not but have had in mind when the Committee was appointed.

Or otherwise, what did Government mean by «Mundkar»?

Not only the majority of the Committee has rejected the definition of the term «Mundkar» but with obvious excess and abuse of jurisdiction

it has recommended that the scope of the definition should be enlarged to include in it caretakers and agricultural labourers as well.

Having thus arbitrarily chalked its own path in violation of the general directive it went further and to cap it all recommended that the system of Mundkarism in itself be abolished.

One cannot improve relations by killing or uprooting or cutting away relations. The Committee has done just that in so far as the Bhatcars and the Mundkars are concerned. Within the scope of the general directive of the Government mentioned above, one cannot also create entirely new relations of new Mundkarism between the Bhatkars and those altogether extraneous entities — caretakers and agricultural labourers.

By so doing, the majority of the Committee has transgressed the bounds of the general directives set by Government. And furthermore, by bringing in agricultural labourers into the picture, the Committee has unwillingly invaded the sphere of *Agricultural Tenancy Act 1964*.

We feel this report is like a rudderless ship. It has no bearings. It went on crossing along aimlessly.

The main preoccupation of the majority of the Committee has been to provide, somehow, a dwelling house and a piece of mundkar land for the purpose to all those not necessarily who have no land and no dwelling houses of their own. But this is patently *ultra vires* the general directive of the Government. If the intention of the Government was that the Committee should deal with such matters, it was incumbent on the Government, while appointing the Committee to say so in so many words. To the extent that the Government directive confined the scope of the study of the committee to put the «relationship» between Bhatkars and Mundcars in a more rational and *permanent* basis to that extent the generalization of the debates by the majority of the Committee to comprehend housing problem of *in general*, amounts to an arbitrary and unwarranted encroachment by the majority of the Committee on forbidden ground. Appendix IV of the Report dealing, as it does with the Housing Schemes of the fourth five year plan, bears one more testimony to the fact that the Committee was guided by its deliberations by the paramount consideration of providing houses and sites to all those, not necessarily Mundkars, who are not in need of them — a function for Government. And to this end the majority of the Committee directed its attention unmindedful of the principle that the ends so not justify the means and of the fact that robbing Peter to pay Paul is not precisely the way of doing social justice.

In conclusion, we dissociate ourselves from the tendentious and pre-conceived findings and conclusions of the Report. We stand by the solution as administrated by us in the two earlier separate notes giving our views, findings and recommendations as set out in the Appendix.

S. Mazarelo

Orlando A. J. S. Lobo

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S. Mazarelo

Orlando A. J. S. Lobo

ANNEXURE I

Orlando A. J. Sequeira Lobo
Member of
Legislative Assembly of Goa, Daman & Diu
Address: Imperial Hotel
Panjim-Goa.
31st May, 1966.

The Chairman
Committee on «*Bhatcar Mundcar Relations*»
Secretariat, Panjim.

Dear Sir,

I have pleasure in sending you my views on Bhatcar-Mundcar relations for incorporation in the recommendation of the Committee.

The present state of relations between the Bhatcar and Mundcars is to an appreciable measure, due to the non-operation of the administrative powers granted by the law in force during the recent past.

These relations have to be improved first.

In order to do this, a careful study of the existing law in the context of present requirements must be undertaken by experts on the subject.

In order that political and other alien considerations may be avoided, I strongly recommend that a Committee be appointed, consisting of *three jurists, at least one of whom fully familiar with the existing law, and one with the legislation in force elsewhere in the country, one representative of the Mundcar's and one representative of Bhatcar's*, all five members nominated by their respective associations, to review the existing law and where necessary, recommend changes required.

Your sincerely,

Sd/-

Orlando A. J. Sequeira Lobo
Member Bhatcar-Mundcar's Committee

APPENDEK III

Findings

31st May, 1966.

1. It has been found that by and large the mundkar bears a kind of class towards the bhatkar as a result of vicious propaganda. There are, however, a good number of exceptions of mundkars who acknowledge the number of courtesies and favours received from the landlord.

2. On the whole the old mentality of the landlord has considerably changed and the bhatkar has been treating the mundkar quite fairly and in keeping with the tenants of the new social order and christian charity, though exceptions are not to be ruled out. Statistics also denote that there have been practically no evictions of mundkars by bhatkars after liberation.

3. By and large the overwhelming majority of mundkars render no service to the bhatkar and instead of being an asset are a liability to him. No mundkar can say the same about the bhatkar.

4. It is only mostly in the Novas Conquistas that in a small percentage of cases the mundkars are not paid for the services rendered to the landlords, viz. Satari, Ponda, Quepem, Pernem, Sanquelim, in that order. In the Velhas Conquistas this complaint of free labour for the landlord is practically unheard of. This is corroborated by Chapter 3.

5. In a Social Welfare State and in keeping with the policy of the Opposition Party of «land for the Tiller» which is not just an empty slogan, it is desirable in the interests of social justice and the new social order of equality and opportunity for all towards self-attainment, that as far as possible mundkars be converted into bhatkars, and be given all encouragement by the Government towards this goal whenever he is poor and unable to own the soil he lives on by his own meagre means.

Sd/-

S. Mazarelo

Recommendation

1. The mundkar should be given the right of option to purchase the portion of the land on which his house stands whenever the landlord seeks to sell the land as such.

2. The mundkar willing to purchase the same should be allowed to do so preferentially, to the extent of the area occupied by the house plus a periphery of 5 metres, or 300 metres whichever is more, at a concessional price to be fixed by a Committee of 5 persons consisting of the M. L. A. of the area who will be the chairman, the Sarpanch, the Chairman of the Comunidade and a representative or nominee each of the landlord as well as of the mundkar. Where there are no Comunidade the Chairman of the Co-operative Society shall replace him, even failing which the other 4 members shall coopt the fifth member. The concessional price shall be as a rule 75% of the prevailing market price in the locality

3. If the bhatkar be not willing to sell the land though the mundkar has offered to purchase it on the above terms, he should offer him an alternative plot of land of similar size within an area of 5 miles the cost being shared in halves by the landlord and the mundkar under the principle of adequate compensation.

4. In case of sale under sub-clause 2 if a part or whole of the cost of construction of the house of the mundkar was borne by the bhatkar or his ancestors adequate compensation should be paid to him with a rebate of 25% on the assessed market value of his share.

5. If the mundkar takes an alternative plot under sub-clause No. 3 the bhatkar shall pay the mundkar adequate compensation for the market value of the whole or part of the house as may have been borne by him or his ancestors with a rebate of 25% with a right to the mundkar to take away all the house materials paid for by him alternatively.

6. The bhatkar, however, shall be at liberty to adopt the procedure in sub-clause 3 and 5 if the mundkar's house is situated within a distance of 500 metres radius from the landlord's house and to that extent the right in sub-clause 2 will be circumscribed.

7. If the mundkar is unwilling to purchase the house site offered to him either under sub-clause 2 or 3, he shall only be entitled to compensation as may be fixed by the said Committee on the same basis as in

sub-clause 4 and 5 to enable him to find an alternative accommodation of his choice elsewhere.

8. If for reasons of poverty duly certified by the M. L. A. or Sarpanch of the area, the mundkar is unable to purchase, the Government should advance him the requisite amount under a lien on his property and/or house as the case may be, repayable in easy instalments at reasonable interest.

9. With a view to give a fillip both to the landlord as well as the mundkar desiring to turn himself into a bhatkar as also for land development and land reclamation in general, the Co-operative Department of the Government should set up most expeditiously a Land Development Bank which should provide facilities for loans on security of land at reasonable interest.

10. The said Co-operative Department should also provide facilities for Land Resettlement Colonies to enable mundkars to rehabilitate themselves, with a Government subsidy of at least 25%, for model low income group housing schemes with all amenities such as a school, playground, internal roads, community centre, dispensary, electricity, piped water etc.

11. Whenever a mundkar's house site is situated in an industrial or commercial area, or where the market value of the land is quite high, exceeding Rs. 10/- only sub-clause 3 will apply.

12. In all the above cases, the option by the mundkar should be exercised within 3 months from the notification by the bhatkar to the mundkar and the payment should be made also within 3 months of the agreement of sale, failing which a mortgage deed may be arranged on mutually acceptable terms.

13. There is no such thing as «Panchayat Lands» and with regard to lands owned by Comunidades, they cannot be treated in any way different from other lands because they are joint-ownership lands and any attempt to liquidate the Comunidades will be fraught with the most dangerous consequences. In case of their take-over or acquisition just and adequate compensation must be paid.

14. All cases of disputes must be referred to a Lands Tribunal consisting of 3 lawyers with at least 10 years practice in Goa, Daman and Diu, with a right to parties for representation through lawyers or attorneys and appeal to the Administrative Tribunal.

Sd/-

S. Mazarelo