
Report Summary

Model Agricultural Land Leasing Act, 2016

- The Expert Committee on Land Leasing (Chair: Dr. T. Haque), constituted under the NITI Aayog submitted the model Agricultural Land Leasing Act, 2016 on March 31, 2016. The model Act seeks to permit and facilitate leasing of agricultural land to improve access to land by the landless and marginal farmers. It also provides for recognition of farmers cultivating on leased land to enable them to access loans through institutional credit.
- **Definitions:** ‘Lease’ is defined as a contract between the land owner and cultivator, who uses the land owner’s land for agriculture and allied activities for a mutually agreed specified period. ‘Leasing in’ means taking land from an owner (who is leasing out his land) for use.
- **Land lease agreement:** The lease agreement between the land owner and cultivator will include information pertaining to: (i) the location and area of leased out land, (ii) the duration of lease, (iii) the lease amount and the due date by which it has to be paid, and (iv) terms and conditions for the renewal or extension of lease. The lease period and lease amount will be based on a mutual agreement between the land owner and cultivator. Additionally, the lease agreement will not confer any protected tenancy right on a cultivator. The lease agreement may or may not be registered (as mutually agreed), and will also not be entered into any record of rights.
- **Enforcement of lease agreement:** The tahsildar or a revenue officer of equal rank will be responsible for, (i) enforcement of terms of lease, and (ii) facilitating return of the leased out agricultural land to the owner on expiry of the lease period.
- **Rights and responsibilities of land owner:** The land owner will give possession of the leased-out land to the cultivator on the first day of the lease. He will be entitled to automatic possession of the land on the expiry of the agreed lease period. He can put the leased out land for use such as sale, gift, mortgage, etc. However, this should not affect the cultivator’s right to cultivate the land till the end of the lease period. He will also be responsible to pay all taxes and cess on the land.
- **Rights and responsibilities of cultivator:** The cultivator, to whom the land has been leased out, will be entitled to an undisturbed possession and use of this land. He can use the land only for agriculture and allied activities. Further, he cannot sub-lease or mortgage the land. He will be eligible to raise loans from banks and other financial institutions without mortgaging the leased in land. He will be entitled for compensation from landowner for any improvements or fixtures that he makes on this land. He will also have the right to surrender land to the land owner within a time period as specified in the lease agreement.
- **Termination of lease:** The lease agreement may be terminated on grounds including: (i) failure of cultivator to pay the lease amount after a grace period of three months, (ii) use of land for purposes other than those specified in the agreement, (iii) sub-leasing of land or damage caused to it by the cultivator.
- **Dispute resolution:** The cultivator and the owner can settle disputes between them using third party mediation, or gram panchayat, or gram sabha. If the dispute cannot be settled by third party mediation, either the landowner or the cultivator can file a petition before the Tahsildar, or an equal rank revenue officer. He will have to adjudicate the dispute within four weeks. In such cases, an appeal can also be made to the collector or district magistrate.
- **Special Land Tribunal:** State governments will constitute a special Land Tribunal, which will be the final authority to adjudicate disputes under the model Act. It will be headed by a retired high court or district court judge. No civil courts will have jurisdiction over disputes under the model Act.
- **Repeals and savings:** The provisions of the model Act will override any other law in force on the concerned subject from the date of its coming into force. Cases pending under any other law in force will be governed by the provisions of that particular law. The model Act will not have any retrospective effect.

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