

R.M.M. Law College, Saharsa

Pt. Lecturer- KESHAV KUMAR SHRIVASTAVA

L.L.B Part- 3rd

Subject- Bihar Tenancy Act

Paper- 4th

Date- 31/10/2020

Topic- Write short notes on the following-

(1) . Occupancy Right, (2). Horticulture Land, (3). Non-occupancy Raiyat, (4). Abandonment, (5). Homestead Land, (6). Surrender.

(1) . Occupancy Right-

Occupancy right means the right of an allottee to possess and use the plot of land, site or dwelling unit or flat allotted to him with power to give it on hire or on lease and licence or to mortgage it or to donate or to gift or to transmit it by will or by inheritance or to transfer it after paying the transfer fee.

(2). Horticulture Land-

Horticultural land means any tract of land, including all income-producing improvements, of at least five (5) contiguous acres in area commercially used for the cultivation of a garden, orchard, or the raising of fruits or nuts, vegetables, flowers, or ornamental plants.

Horticulture (*Hortus-* garden, *culture-* cultivation) is the agriculture of plants, mainly for food, materials, comfort and beauty for decoration. Horticulturists apply knowledge, skills, and technologies to grow intensively produced plants for human food and non-food uses and for personal or social needs. Their work involves plant propagation and cultivation with the aim of improving plant growth, yields, quality, nutritional value and resistance to insects, diseases and environmental stresses. They work as gardeners, growers, therapists, designers, and technical advisors in the food and non-food sectors of horticulture.

(3). Non-occupancy Raiyat-

The local Courts have usually treated non-occupancy Raiyats, not holding under a definite lease, as mere tenants-at-will and liable to ejection as trespassers at the option of the landlord.

According to the local custom, at all events, in the remote and less advanced parts of Chota Nagpur a non-occupancy Raiyats, when once admitted to the occupation of a tenancy, was treated in all respects as a resident Raiyats of the village, i.e., his tenancy was assessed at the village rate, nor was he liable to ejection save for arrears of rent or misuse of the lands comprised in the tenancy.

According to the judicial opinion of the local British Officials, they state, "It will be seen that this Act divides Raiyats into two classes only – Occupancy Raiyats and Non-occupancy Raiyats; but, in practice the distinction seems to be little recognized, local custom admitting the same rights in a new as in an old holding, once the bargain as to rent has been concluded."

(4). Abandonment-

Abandonment occurs when an employee does not report to work as scheduled and has no intention of returning to the job but does not notify the employer of his or her intention to quit.

Employers should develop a policy defining how many days of no-call/no-show will be considered job abandonment. No federal or state laws specify the number of days; however, in some states, case law might establish what time period is reasonable, and state unemployment agencies might do the same. Three full business days is a common measure and provides employers with enough time to investigate the absence (but not so long an amount of time to put the organization in a position of holding a job for someone who will never return).

Employers are cautioned not to assume that all no-call/no-show absences are automatic job-abandonment cases. Occasionally, employees are unable to contact their employers, such as in medical situations, incarceration or some other form of crisis. Employers should develop investigation procedures, including contacting or attempting to contact the employee as well as sending a termination of employment letter explaining the employer's position and asking the employee to contact the employer if there are circumstances that could potentially change the employer's action (e.g., medical emergency).

Finally, employers should follow established termination procedures, such as updating the employee's file with documentation; noting both the last day worked and the termination date; sending COBRA and insurance forms, if applicable; and cutting the final paycheck according to state requirements. An employee's termination date may not be the same as the last day worked and will depend on the employer's job-abandonment policy. In the case of a three-day rule, an employee may be terminated at the end of the third business day or retroactively back to the last day worked once the three days have passed. A sound policy will provide clarity to ensure that job-abandonment situations are handled consistently.

(5). Homestead Land-

A house or estate and the adjoining land, buildings, etc, esp a farm. a house and adjoining land designated by the owner as his fixed residence and exempt under the homestead laws from seizure and forced sale for debts.

(6). Surrender-

In common law, **surrender** is the term describing a situation where a tenant gives up possession of property held under a tenancy as a result of which the tenancy ends.

A surrender differs from an eviction on the question of mutual agreement. Surrender implies a mutual agreement, whereas eviction implies the absence of a mutual agreement.

A surrender is either by express words by which a lessee manifests his intention of giving his possession or by the operation of law, which happens when the parties without an express surrender do some act which implies that they have both agreed to consider the surrender as made.

The End