



RESEARCH REPORT

REVIEW OF CURRENT SHARECROPPING ARRANGEMENTS IN SINDH

A Research Study

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Acronyms

AERC	Applied Economics Research Centre, University of Karachi
CSO	Civil Society Organizations
FAO	Food and Agriculture Organization
FGD	Focus Group Discussion
GOS	Government of Sindh
ILTS	Improved Land Tenancy in Sindh
PILER	Pakistan Institute of Labour Education and Research
SDG	Sustainable Development Goals
STA	Sindh Tenancy Act
TOR	Terms of Reference
UN	United Nation
VGGT	Voluntary Guidelines on the Responsible Governance of Tenure

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Preface

As a part of a team with greater purpose within its strategic objective to eliminate hunger, food insecurity and malnutrition, AERC research team worked on a study project to improve land tenancy in Sindh Province. This project is titled, 'Review of Current Landlord / Tenants / Sharecropping Arrangements in Sindh' which contributes to the FAO Country Programming Framework outcome that works towards capacity development for the agriculture sector under devolution. The aim of the project is to "improve and formalize land tenancy, while restoring and protecting rural livelihoods, especially for women and vulnerable groups (dependent on traditional landholding and farming systems affected by droughts, floods, insecurity and malnutrition) by adhering and promoting the principles of the Voluntary Guidelines on the Responsible Governance of Tenure of Land, Fisheries and Forests in the Context of National Food Security (VGGT) in Dadu, Jamshoro, Larkana, Matiyari, Mirpurkhas, Sajawal, Tando Allahyar and Tando Muhammad Khan Districts of Sindh Province". As one way of contributing towards the improvements in land tenancy, one of the key activities that AERC / FAO has undertaken is the review of the regulatory framework relating to land, among which is the Sindh Tenancy Act (STA) 1950.

AERC research team successfully carried out the survey of eight districts of Sindh to evaluate and review the existing situation of landlord and tenant relationship which has resulted in this report.

1. INTRODUCTION

1.1. The Report

The study report presents a situation analysis of the relationship between landlords, hereafter referred to as Zamindars, and tenants hereafter referred to as Haris. The report focuses on the nature of existing relationships between the zamindar and haris *vis-à-vis* i). if the in vogue tenurial arrangements are in compliance or in breach of the mandatory provisions contained in the Sindh Tenancy Act (STA) 1950;¹ ii).effective share of both zamindar and hari in the value of produce after adjusting the cost of production (gross margins); iii).legal recourse for the aggrieved party and the conflict resolution mechanism; iv).perception and awareness amongst the zamindars and haris about the STA and its provisions; and v).based on the feedback and suggestions of the stakeholders, recommendations, and way forward to update or amend the STA to further safeguard the rights and obligation of both zamindars and haris.

1.2. Study Background

One of the key activities of the European Union supported the four-year project, '*Improved Land Tenancy in Sindh* (ILTS)" is to review the current sharecropping arrangement between zamindars and haris, and state of compliance or departure from its regulatory framework contained in the STA. The overarching aim of the project is to improve and formalize land tenancy agreements, and to protect rural livelihoods security, especially for landless, women and vulnerable groups, whose livelihood is dependent on the traditional and customary sharecropping arrangements, by adhering and promoting the principles of the Voluntary Guidelines on the Responsible Governance of Tenure of Land, Fisheries and Forests (VGGT) in the context of national food security.

Accordingly, the Food and Agriculture Organization of the United Nations (FAO) who is implementing partner of the ILTS has planned to review the current sharecropping arrangements between zamindars and haris. The study was entrusted to the Applied Economics Research Centre (AERC), University of Karachi. Following sections present findings of this study along with recommendations for the way forward.

1.3. Terminologies used in the Report

This may be mentioned at the outset that various terms and definitions related to tenurial arrangements are occasionally interchanged in various documents creating confusion at times, hence, it would be worthwhile to list the terms and their description used in this report so that everyone reading this report is on one page. Table 1 presents a description of terms used in this report along with explanations.

¹ The Sindh Tenancy Act Number XX of 1950, promulgated on 11 May, 1950, along with later amendments.

Table 1: Terms used in the Report

Terms Used in the Report	Description
Royat	An occupier of agricultural land (a peasant cultivator of smallholding) who use to pay land revenue and a fixed share of the produce to the collectors appointed by the Mughal rulers and later by the British administration.
Royatwari System	System of permanent rights to a royat (peasants) to cultivate a piece of land unless the royat fails to pay their dues to the rulers, or voluntarily surrenders the land, or abandons the land or absconds.
Zamindar ²	An owner of the farmland is commonly known as landlord occupying a large size agricultural property, predominantly cultivated by haris, while some area may be retained for direct cultivation by engaging hired labor for orchards. A zamindar may also lease out entire or part of the area owned on fixed cash rent to <i>thekedar</i> (lessee) for one year or more.
Peasant	An owner farmer occupying a medium or small size agricultural property, predominantly under self-cultivation, while some area may be parceled out to haris or to a thekedar.
Thekedar	A tenant aka Muqatadar who leases in land for cultivation from landlord or peasant on fixed annual cash rent, and may self-cultivate or engage haris.
Batai system	A sharecropping system under which crop output and cost of production are shared as agreed between zamindar and hari,
Hari	A sharecropper commonly referred to as tenant who cultivates the land of either a zamindar/peasant/thekedar under the batai system ³ .
Permanent Hari	A hari who has cultivated at least four acres of a land of a zamindar/peasant/thekedar for continuously three years within the same deh (revenue village) and has qualified for the right of a permanent hari, and is entitled to security from eviction unless the zamindar/ peasant / thekedar provides justification as contained in the STA.
Hari-at-will	A hari who cultivates the land of a zamindar/peasant/thekedar for less than four years, with whom the sharecropping agreement can be terminated any time.
Owner cum tenant	A peasant who in addition to the owned land cultivates land of another zamindar/peasant/thekedar as a hari.
Tenancy contracts	Written contract between zamindar and hari specifying the rights and obligations of two.
Customary contracts	Unwritten contract and verbal contract agreed between zamindar and hari based on customary sharecropping arrangements.
Abwabs	Abwabs are customary deductions, levies, and cess, from the hari's share after the batai.
Seri	Crop cultivation by zamindar or peasant for cultivation either himself or by engaging landless labour.
begar	Unpaid labor coerced from haris on seri area, construction of zamindars and or peasants' assets, tending animals including cutting, hauling, chaffing, and milking, etc.
Cher	Labor work required for maintenance or development work such as repair and or silt clearance of watercourse or canal, etc.
Harpai Grants	Land resumed under land reforms allotted to landless and haris

² Also known as 'an occupant' of land as defined by Sindh Land Revenue Code, 1879. This may not be confused with the term 'occupier' which refers to the person tilling the land. Under the irrigation Act, water rate is the obligation of an occupier irrespective of the ownership status.

³ A person who leases-in unoccupied government land is not considered as a hari.

1.4. Scope of the Study and Objectives

The scope of this assignment is to conduct a detailed study and a review of the existing batai system, and status of compliance (or deviations) of the rights and obligations of each party under Sindh Tenancy Act (STA) by adhering and promoting the principles of the Voluntary Guidelines on the Responsible Governance of Tenure(VGGT).The study will also identify the gaps in the existing regulatory framework, and provide recommendations for amendments (where appropriate) to regulate the relationships between zamindar and haris, and to ensure the security of tenancy rights.

The study will cover all the eight districts where the ILTS is being implemented. The districts are Larkana, Dadu, and Jamshoro districts located in the right bank of Indus, and Matiari, Mirpur Khas, Sujawal, Tando Allahyar and Tando Muhammad Khan districts located in the left bank of Indus.

The main objective of this assignment is to conduct a detailed study and document the existing batai system, type of contractual agreements, and status of security of rights of the haris as obligated by the STA, and assess the possibility and need to promote the principles of the VGGT. The TORs of the study is attached as **Annex 1**.

1.5. Approach and Methodology

To accomplish the study, the AERC team followed a consultative approach interacting with a wide range of stakeholders including zamindars, haris, village elders, key informants, officials of district administration and revenue department, relevant line agencies, and members of civil society. To interact with the zamindar and haris, focus group discussions (FGDs) were held in 13 villages attended by zamindars and haris in each selected village were held. This was followed by individual interviews with male and female zamindars and haris.

For conducting FGDs, a checklist was prepared, avoiding any leading questions, to steer the discussion, while a survey instrument – a pre-coded questionnaire was used for individual interviews with the zamindar and haris. The questionnaires were first pretested in the field, based on which the same was accordingly amended, and was followed by orientation and training sessions with the interviewers.

The proceedings of the FGDs were recorded and scribed; the feedback back was incorporated in the report. The list of attendees of FGDs is presented in **Annex 2**. Similarly, the data collected from the farm households were checked for inconsistencies, digitized and analyzed using Statistical Package for Social Sciences (SPSS+) as per tabulation plan. A list of male respondents is attached as **Annex 3**, while the list of female respondents is appended as **Annex 4**.

Similarly, discussions were held with the key informants, and relevant persons from the concerned various departments, and civil society. The list of members of civil society is attached as **Annex 5**. The initial findings were presented in the workshops held in all the eight districts, followed by a provincial level workshop. List of attendees is attached as **Annex 6**. The concerns, suggestions, and recommendations of the workshops have been incorporated in the report.

1.6. Sampling Frame

In order to investigate the prevailing sharecropping arrangement system in Sindh, this study was conducted in consultation with the client employed convenience sampling technique. Two villages in each of the eight districts were selected in consultation with the project staff. This was followed by 64 farm household

interviews, four in each village. The sample was equally divided between the male and female head of the households.

1.7. Limitations of the Study

The study is based on rapid assessment approach given the resources and available time, and the sample frame is based on convenience sampling, not a statistically drawn sample. Hence, the findings and analysis are indicative, particularly for the quantitative data, and cannot be extrapolated for the Sindh Province.

As the FGDs were attended by both the zamindars and haris, notwithstanding the efforts of the survey team to strive for the objectivity, the responses may likely to be biased in favor of zamindars, as haris may be apprehensive and shy of contradicting the opinions of the zamindars. Nevertheless, the individual household interviews with haris provided an opportunity to sanitize any biases that crept in during FGDs.

Women zamindars or women head of hari household were not present in the FGDs as it is not culturally appropriate. Similarly, interviews with the women head of the household were sufficient in reporting the data on crop budgets and were excluded from the analysis. According to the customary practice, male relatives or members of the family looks after the crop husbandry, therefore, women are usually not aware about the inputs and cost-sharing arrangements with their haris. As the cost of production data is based on recall, the crop budgets and analysis of effective shares is indicative, but reasonably represents the trend.

In general, haris has a weaker socioeconomic position in the society with less knowledge about the opportunities available and their legal rights concerning the land ownership, their fair share in cropping etc, therefore, they leave everything to fate, and are gullible. Because of the weaker socio-politically disadvantaged position they do not want to rock the boat and create any upheaval by complaining about the injustices being done by the landlords as they fear of losing what they already have, therefore they remain passive. Moreover, there is an increasing practice of self-cultivation and watering the standing crops available for sharecropping due to the changing trends in agrarian practices as a consequent of redistribution of land among the progeny of zamindars and increase in landless population.

2. THE SETTING

Concentration of Land ownership in the hands of absentee landlords, non-utilization of land by non-agriculturists and lack of security of tenure; for the tenant-at-will (or sharecropper) resulted in a very stagnant phase in Sindh's agriculture.

Following are some of the issues that need to be reviewed to evaluate the present state of adherence and deviation from the rights and obligations of the zamindars and haris as contained in the STA.

It is generally believed that the batai system is inefficient as in the absence of secure tenure and threat of eviction, and recourse to settle any conflict, the performance of hari is undermined.

2.1. Genesis of STA

Since centuries in the Subcontinent, the royats who were the owner-occupiers and enjoyed the status of a peasant proprietor under the royatwari system were required to pay the land tax in kind or as a portion of the produce to the rulers and the Mughals. The zamindars were appointed by the rulers, as collectors or as agents entrusted with the responsibility of collection of land taxes and duties. Later when the East India Company consolidated their control in the subcontinent, the royats continued to enjoy the status of peasant proprietor and the zamindars were considered officers and agent of state charged with the responsibility of superintendents of the laws of the districts including a collection of land taxes. Despite the recognition of peasant proprietorship and continuation of land tax collection system by the Pitt's India Act of 1784,⁴ in the year 1793, under the Permanent Settlement Policy Lord Earl Cornwallis⁵ confiscated the proprietary rights of the royats, converting them as tenants. Also, to increase the revenues, they auctioned the confiscated land to the highest bidders, the new zamindars, thus, converting the rent collectors to the status of zamindars with property rights. This reduced the status of royat to serfdom and left them at the mercy of zamindars. These new zamindars aka landlords assumed the arbitrary power of eviction and other excesses such as an increase in illegal exploitative extractions.

Later due to unrest in the tenants the state had to intervene and provide protection to tenants against eviction and incidence of illegal extractions. These safeguards were formalized by promulgating The First Rent Act 1859, and Tenancy Act 1885 in East Bengal. As the land settlement progressed in other parts of the British Empire, similar Acts were promulgated. These Acts gave royats/tenants status of hereditary tenants and begar and illegal abwabs were prohibited. In 1935, the Congress Government passed a bill giving permanency rights to all tenants irrespective of they being permanent tenant or tenant-at-will.

During all these developments in other parts of India, no such relief was accorded to haris in Sindh. The zamindars continued to force begar and extract illegal abwabs, impose nazar for renewing the tenancy, and evict haris if they do not yield to their excesses.

In 1920, a Kissan Bureau was formed to struggle for the rights of haris and landless. Its main objective was to provide legal support to aggrieved haris. In 1930, the Kissan Bureau transformed into Sindh Hari Association, of which most of the

⁴ The Pittman's Act was promulgated by the British parliament to takeover the control of the East India Company.

⁵ British General Charles Earl Cornwallis was appointed in February 1786 to serve as both Commander-in-Chief of British India and Governor of the Presidency of Fort William, also known as the Bengal Presidency. He was also instrumental in enacting administrative and legal reforms that fundamentally altered civil administration and land management practices.

members were non-peasant and left-leaning activists. As some of the active members did not oppose the allotment of land commanded by Sukkur barrage to large zamindars rather than to landless cultivators, differences emerged and by 1936 the Association transformed into Sindh Hari Committee as a leftist movement and a nationalist political organization that promoted the interests of the haris⁶, and organized widespread rallies.

The Bombay Tenancy Act of 1939, which was adopted by Sindh to be implemented in 1940. Despite the ACT provided that zamindar will share half of the produce aka adh-batai, but it failed to provide any security safeguards to the vulnerable haris. In fact, they could be evicted from the land they tilled in case the feudal lord on various grounds out of which one of the common excused was that the zamindar needed land cultivated by haris for personal cultivation.

As hari movement promoting the rights and interests of haris were not happy with the implementation of the adopted Act, unrest and agitations started brewing all over Sindh, and in 1946 haris occupied the lands of some very influential zamindars with large estates. Also, political exigency needed its early resolution to lure the votes of the haris. Hence in 1946, the Government of Sindh (GoS) constituted a Hari Enquiry Committee to examine the land tenure and related issues. The committee was headed by a very powerful landlord of Sind, Sir Roger Thomas, who was also the advisor on agriculture to the Government of Sind. The other members were Mr. Siddiqi, an officer and a landlord, and Mukhtar Masood, the Collector of Nawabshah district. Agha Shahi of the Indian Civil Service was appointed as the Secretary of the Hari Committee. To counter the strong views of Mr. Masood in favor of haris, the landed aristocracy managed to induct Mr. G.S. Kehar, a powerful landlord from Larkana district into the committee.

The Committee submitted its report in 1948. Notwithstanding that the Hari Committee Report recommended regulations governing tenancy agreement, a fair share to the haris in the produce and cost of production, and cessation of abwabs, it failed to put forth one of the most vital recommendations vis-a-vis security of haris. In the past, the pattern of land ownership in the province has been feudalistic as there were no restrictions on the land holdings. It may also be mentioned here that the Report did not agree with recommendations of the Tenancy Legislation Committee on the pretext that awarding permanency tenure to all haris will be counterproductive and will disrupt rural social milieu. Masood Khaddar Posh, a Civil Servant Officer who was also nominated as a member of the newly formed Hari Inquiry Committee wrote a highly acclaimed "Note of Dissent to the Hari Report" arguing expropriation of land from large holdings and its distribution amongst the landless. The Note was presented to the Government in June 1949, but was never allowed to be made public until 1950. Soon afterwards, Masood launched his struggle for land for the landless and came to be known as "Masud Hari" throughout Sindh.

With considerable pressure from activist and some progressive members of the Sindh assembly, in 1950, the Sindh Tenancy Act was passed to regulate and supervise the traditional sharecropping land revenue system. The Act recognized the rights of haris who cultivates at least four acres of land for the same zamindar for at least three years as permanent hari. Nevertheless, the ACT did not provide any security relief to tenants-at-will, or seasonal haris. Notwithstanding, the permanency rights, the Act provided that if the hari fails to fulfill his duties or the zamindar needs the land for personal use or direct cultivation, the hari could be ejected⁷.

⁶ In 1957 it became a constituent party of the National Awami Party.

⁷ However, the zamindars employed a clever technique of not keeping the tenant on their farm for more than three years to prevent them from becoming permanent tenant and enjoying their rights.

Later in 1971, the martial law regulation concerning the land reforms also included reforms to streamline the rights and obligations of zamindar and haris. The reforms recognized that further to STA, the zamindar will be responsible for the full cost of water rates (abiana) and all other taxes, duties, and cess. The reforms also declared that any other services prior to batai deductions, begar and services from the sharecropper are illegal. Moreover, the haris were given the right of pre-emption in the event of the sale by the owners. The later amendments under The Sind Tenancy (Amendment) Ordinances of 1984, 2002, and 2013 clarified some of the legal, procedural anomalies, without prejudice to the intent of the Act.

The most prominent and pertinent amendment related to zamindar hari rights and obligations are:

- a) Section 23 clause "A" of STA - '.....; Provided that in case of use of mechanical equipment or machinery for ploughing, leveling, weeding, harvesting, threshing or other work including carriage or transport of farm inputs and produce, the expenses shall be calculated at the prevalent market rates and shall be borne equally by the landlords and the tenant.'
- b) Section 24 clause "A": of STA - 'he (sic) shall be responsible for payment of land revenue, water rate, zakat, ushr⁸, and other taxes, cess, surcharge and levies, in respect of the land and for providing seed; and the cost of fertilizer and pesticides shall be borne equally by the landlord and the tenant but the landlord shall not take any free labor from the tenant or a member of his family against his will.

2.2. Rights and Obligations of Zamindar and Haris

The batai system being implemented signified the patron-client relationship in the agrarian setup, which were the functions as an exchange of economic benefits between zamindars and their haris. Any improvement in the production process benefited both zamindar and hari equally⁹. The existing arrangements as per STA, for the distribution of output and production and post-harvest costs, are presented in table 2.

Table 2: As Per STA Zamindar-Hari Output and Inputs Sharing Arrangement

Description of Activities	% Share of Zamindar	% Share of Hari
Output (main crop)	50%	50%
By-product (straw, stubbles etc.)	33%	66%
Bullock ploughing, leveling		100%
Tractor ploughing, leveling	50%	50%
Seed/nursery seedlings	100%	
Labour for sowing/transplanting, weeding, crop tending		100%
Agrochemicals	50%	50%
Harvesting, picking, and threshing	50%	50%
Tube well irrigation	50%	50%
Land revenue, water rates, drainage cess, other taxes, and cess	100%	
Silt clearance of canal and watercourse	100%	

The output is to be equally shared between zamindar and hari.¹⁰

⁸ Religious fief required to be paid by the producers which is 10% on the rainfed land and 5% on the land irrigated through wells or canal water supplies.

⁹ Jean-Philippe Platteau. A framework for the analysis of evolving patron-client relationship in agrarian economics. World Development 23(5):767-786. February 1995.

¹⁰ In the case of lift irrigation, the share of hari in total produce will be 2/3rd, and 3.5th in the case of lift cum flow (charkha) only if tenant bears the cost maintaining the lifting equipment.

However, STA obligates the zamindar to provide the capital in the form of land, water for irrigation, seed and is also responsible for all the agriculture-related taxes, irrigation water charges (abiana), zakat, ushr, and other duties, and cess. While the hari is responsible for providing labor for all the production related activities, from land preparation, land leveling, sowing transplanting, weeding, crop tending, and maintenance of farm ditches. All the variable costs, such as agro-chemicals, expenditure on harvesting/picking, winnowing, and rental charges of any machinery used for land preparation, spraying, harvesting, threshing, and transport of inputs and outputs, monetized at the prevalent market rates, shall be equally shared between zamindar and hari. The salient provisions of the rights and responsibilities of the Zamindar and hari, in addition to the sharing arrangements or batai under the STA are:

2.2.1. Rights and duties of the zamindar

1. The zamindar is responsible for the proper maintenance of the main watercourses leading from the canal-modules to the land, and ensuring the supply of the proper share of available irrigation to the land allotted to hari.
2. The zamindar will provide food grains to the hari and to recover in kind or in cash valued at market rate when it was lent on agreed charges.
3. The zamindar will also provide seed at his cost to the hari.
4. The Zamindar shall provide land for vegetables, and for fodder for cattle, with the mutually agreed arrangement.
5. The Zamindar shall advance the share of agrochemicals, in kind or cash, and deduct its value from the share of the hari, without charging any interest rate.
6. Zamindar will not pass on to hari, in part or thereof, any incidence of land revenue, irrigation water charges, Ushr, and any other taxes, duties, and cess.
7. A zamindar will not evict a permanent tenant, unless the land is acquired under the provision of article 13 of STA for direct cultivation, leasing out, establishing a huri or an orchard, etc. without giving a year's notice, and right to revert back if the land is not used for the reason given. The area zamindar can acquire shall not exceed a total of 50 acres.¹¹ The zamindar will provide him with similar acreage if he has land available in the same deh.

2.2.2. Rights and duties of Hari

1. A hari shall be responsible for the provision of the draught animal power and manual labor, for all activities related to crop husbandry. If machinery is hired for land preparation, and levelling, weeding, harvesting, post-harvest related activities, etc. the cost of such use will be shared equally between the zamindar and hari.
2. A hari shall be responsible for the necessary construction and proper maintenance of the farm irrigation ditches, bunds and embankments within the land allocated.
3. A hari shall comply with the zamindars instructions related to the crop husbandry, such as; crops to grow, input use, and crop tending.
4. A hari shall not cultivate the land of any other landlord.

¹¹ In the case of lift irrigation, the share of hari in total produce will be 2/3rd, and 3.5th in the case of lift cum flow (charkha) only if tenant bears it.

2.3. Literature Review

More recently, the literature and material on the rights and security of haris are conspicuously scanty. There is a dearth of reports and papers on the subject relationship between zamindar and haris per se, and the issue has been loosely dealt with under the realm of land reforms and agrarian structure, farm size-productivity relationship, poverty and landlessness nexus, access and impact of subsidies on farm inputs, and access to social, farm productive, health, and drinking water, sanitary and hygiene (WASH) related infrastructure, and access to rural markets and credit institutions, etc.

Tweeten¹² in an article published in 1988 expressed his views about tenant and landlord relationship and land reforms by stating that the major chunk of land in Pakistan through its inception is concentrated in the ownership of few powerful people, the rights of tenants are suppressed, excessive charges in the form of rent are also taken on a piece of land. Therefore, the land reforms in Pakistan are formed to target the weaknesses of the system. The targeted interventions include the imposition of ceiling on landholding, re-distribution of land to landless tenants, settlement of tenure and adjustments that can help small growers and tenants in the field. It is established that in the settings of Pakistan the best arrangement that can work for both landlords and farmers is sharecropping system through lower landholding ceilings and through ensuring the safety of tenants.

3. MAIN STUDY FINDINGS

The Sindh Tenancy Act (STA) 1950 aims at streamlining and protecting the rights and responsibilities of haris. This was intended to ensure fair returns to both the parties (zamindars and haris) and providing security from eviction. Although the relationship has improved considerably, still there is a departure from its enforcement in letter and spirit, as customary arrangements are still being flouted with impunity by the zamindars under the pretext of customary practices. Hence, the zamindars still have an upper hand, and haris in the absence of recourse are disadvantaged.

3.1. Findings Based on FGDs and Farm Household Interviews

The main findings of the study, based on the discussions and concerns expressed in FGDs, household survey, and feedback expressed in the workshops where the initial findings are presented below:

1. Absence of Written Agreements

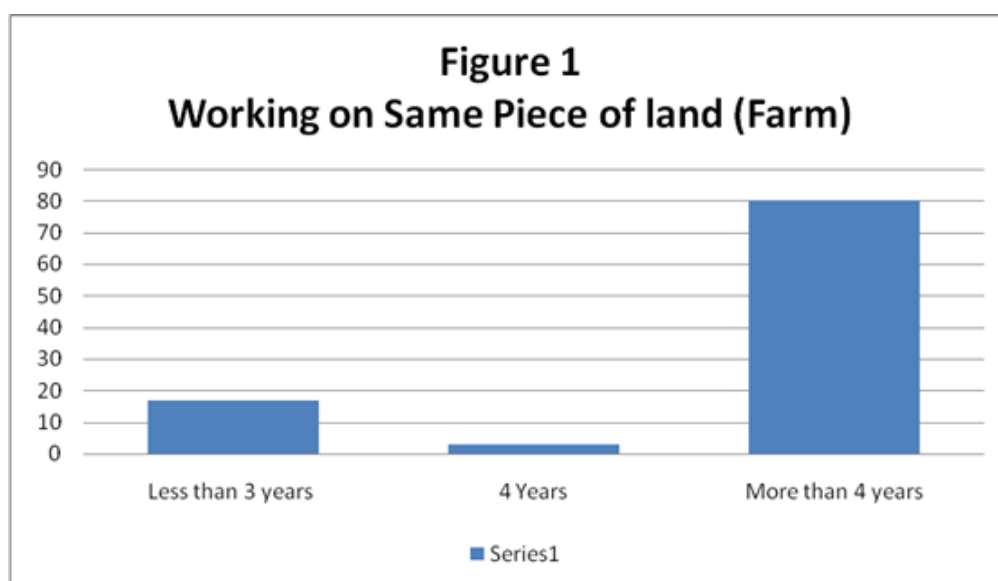
Notwithstanding the existence of a regulatory mechanism under the STA to ensure fair batai arrangements, the customary contracting arrangements supersede. It is generally believed that compliance with the provisions of STA is generally in breach of the rights and obligations of zamindar and haris. In the absence of written formalized sharecropping contracts between zamindar and haris, the later particularly in terms of property rights does not enjoy a fair deal, and is under perpetual threat of eviction.

2. Security of Tenancy Rights

As per the STA haris who have cultivated at least four acres of land continuously for three years in the same deh on a zamindar's holding should be conferred the status of a permanent hari. This provision is not being complied with Majority of the Tenants have been personally cultivating the same piece of land for the same landlord for more than three years and should be entitled the status of permanent hari. Figure1, below shows that

¹² The cost maintaining the lifting equipment.

more than 80% of Tenants are working for the last 4 years or more on the same farm but not given the status of permanent hari.



As per STA and revenue procedures, the name of cultivators should be recorded at the time of assessment of land revenue in the revenue records, which is not being followed. According to the STA to claim the right of hari the revenue records should reflect the name of the hari in the revenue records¹³. With the consent of the revenue staff, this is not recorded accordingly. Though haris are aware of this right, but they do not insist on this due to fear of eviction and wrath of the zamindars¹⁴. They also get intimidated with the fear of being implicated in false theft cases and or physical violence from zamindars. Also, in the absence of social pressure and legal recourse, they have resigned to fate.

During the FGDs the zamindars felt that the STA needs revisiting and amended according to the ground realities, given the shift towards semi-mechanization. They felt that the present STA provides more security to the zamindars rather than haris, as the STA provides that the zamindar can evict a permanent hari on the pretext of “other use”, such as establishing an orchard or leasing of land.

3. Sharing of outputs

According to the historically practiced agreement and traditions, the equal sharing of outputs is the common exercise, and there is no deviation from this provision of STA. At times the zamindars engage landless farmers, and zamindars can retain 75% of the produce, on the pretext that they are providing land, irrigation water, seed, and all the cash inputs to the landless farmer, while the landless farmer is only providing the labor. This is a common practice, and being in the grey area, it is generally believed that this arrangement is under the ambit of STA.

¹³ Where name of the cultivators is to be recorded.

¹⁴ The haris are wary of fact that the zamindar can get him implicated in to false theft cases of other pretext and will not be able to get relief from the courts.

**Table 3: Most Common Output Sharing Formula
by District by Village (%)**

Name of District	Villages Surveyed	Output Sharing	
		Landlord	Tenant
Matiyari	Kot Satar Dino	50	50
	Kot Feroz Din Shah	50	50
Jamshoro	Hashim Chachar	50	50
	Budhapur	75	25
Mirpurkhas	Abdullah Abad	50	50
	Fareed Lashari	50	50
T. Allahyar	Khair Mohammad Jarwar	50	50
	Jafar Hakro	50	50
Dadu	Kandi Nawazio	50	50
	Lal Bux Shahani	50	50
Larkana	Abdul Qadir Jokhio	50	50
	Usman Kalhoro	50	50
T.M Khan	Haji Ghulam Hussain Daal	75	25
	Haji Urs Sathyo	75	25
Sajawal	Bhallo Kolhi	75	25
	Ahmed Khan Zoar	75	25

4. Cost Sharing of Inputs

As per STA, the zamindars are responsible for the full cost of seed, and equally share the cost of agrochemicals (fertilizer, weedicides, and pesticides). The field study suggests that in almost in all cases the cost of seed is borne by the zamindars. However, it was mentioned that there are instances where the cost of seed for vegetables is equally shared between the zamindars and haris. But such cases are rare. The study also shows that the cost of agrochemicals is shared according to the STA provision.

**Table 4: Input Cost Sharing Arrangement between Landlord
and Tenant by District by Village**

Name of District	Villages Surveyed	Tenant's Share In Various Cost Items (%)							
		Seed	Fertilizer	Agrochemicals	Harvesting	Marketing	Transportation	Storage	Other
Matiyari	Kot Satar Dino	100	100	50	50	50	50	50	50
	Kot Feroz Din Shah	100	100	50	50	50	50	50	50
Jamshoro	Hashim Chachar	50	50	50	50	50	50	50	50
	Budhapur	0	0	25	25	25	100		
Mirpurkhas	Abdullah Abad	100	0	50	50	50	50	50	50
	Fareed Lashari	100	50	50	50	50	100		
T. Allahyar	Khair Mohammad Jarwar	0	0	50	50	50	100		
	Jafar Hakro	100	100	50	50	50	50	50	50
Dadu	Kandi Nawazio	100	0	100	50	50	50	100	100
	Lal Bux Shahani	50	0	100	50	50	50	100	100
Larkana	Abdul Qadir Jokhio	100	0	100	50	50	50	100	100
	Usman Kalhoro	50	0	100	50	50	100	100	100
T.M Khan	Haji Ghulam Hussain Daal	0	0	25	25	25	25	100	
	Haji Urs Sathyo	0	0	25	25	25	25	25	
Sajawal	Bhallo Kolhi	0	0	25	25	25	25	100	
	Ahmed Khan Zoar	0	0	25	25	25	25	100	

Table 4 above displays item wise and area wise share of the tenant in each component of cost as it prevails in sample villages. These costs include the

cost of fertilizers, pesticides, weedicides, thresher, and harvesting. Tractor ploughs are mostly borne by the tenant, while the leveling is mostly borne by the landlord. At some places, these costs are equally borne by both the parties.

5. **Water Cost-Sharing Mechanism**

No tubewell water is used in the lower region of Sindh due to the unavailability of underground sweet water, see Table 5 below. However, the cost is still equally shared by both parties. In Kot Feroz Din Shah a landlord who owns all the land of this village has mentioned the share as 9 and 91 for tenant and landlord respectively. However, the STA 1950 doesn't support the tenant's share in such cost (see section-24(b)&(c)):

Table 5: Cost Sharing in the Tube-well Water between Tenant and Landlord (%)

Name of District	Villages Surveyed	Cost Sharing of Tube-well Water	
		Tenant	Landlord
Matiyari	Kot Satar Dino	50	50
	Kot Feroz Din Shah	9	91
Jamshoro	Hashim Chachar	50	50
	Budhapur	25	75
Mirpurkhas	Abdullah Abad	666	666
	Fareed Lashari	666	666
T. Allahyar	Khair Mohammad Jarwar	50	50
	Jafar Hakro	50	50
Dadu	Kandi Nawazio	50	50
	Lal Bux Shahani	50	50
Larkana	Abdul Qadir Jokhio	50	50
	Usman Kalhoro	50	50
T.M Khan	Haji Ghulam Hussain Daal	0	100
	Haji Urs Sathyo	666	666
Sajawal	Bhallo Kolhi	666	666
	Ahmed Khan Zoar	0	100

Despite the responsibility of providing irrigation supplies is the duty of zamindar. But in many cases, the cost of water purchased by the zamindar from nearby tubewell is shouldered on Hari and Zamindar on 50/50 share basis. However, as per STA, arrangement of water is the responsibility of Zamindar. This is, however, a grey area, as the zamindars argue that they are responsible to provide canal water only.

Table 6: Tube-Well Water Cost Sharing Ratios (%)

District	Tube-Well Water Cost Sharing	
	Landlord Share	Tenant Share
Matiyari	91	9
	50	50
Jamshoro	75	25
	50	50
Tando Allahyar	50	50
Dadu	50	50
Larkana	50	50
T.M. Khan	100	0
Sajawal	100	0

Water cost-sharing mechanism varies across Sindh. Table 6 shows that in some districts, 100% cost is born by landlord e.g. Sujawal and Tando M. Khan, whereas in Tando Allah Yar, Dadu and Larkana, it is 50-50%. For Jamshoro and Matiyari, this ratio varies as in some places 91% cost is born by landlord whereas in other cases, its 75% and 50% that is born by landlords.

6. Cost Sharing of Machinery Use

As per STA cost of the use of machinery for land preparation, land leveling, mechanical weeding, harvesting (or picking charges) is to be shared equally. In cases where the hari uses zamindar's tractor, the share of the cost of tractor use shall not exceed the rent for the machinery as prevalent in the area. The household survey indicates that generally the cost is equally shared except for some insignificant instances on the pretext that the hari is responsible for providing draught power and manual labour. However, such cases are few and exceptions.

7. Compensation for Main Watercourse Clearance

Although the Act requires that for the silt clearance of the main watercourse (or cheer for silt clearance of canal) if zamindar requires labor from the haris, the later shall be compensated in the shape of food during such activity. This is a bit unfair as the cost of food is generally far less than the daily wages prevalent in the area. Though it is not considered a major issue, as it requires only up to five days of labour in a year, however, hari is responsible for the maintenance of farm ditches and levies and is being discharged by the haris.

8. Incidence of Government Dues

The field study shows that the zamindars are not passing the land revenue, taxes, zakat ushr, and other cess to the haris, as required by the STA.

9. Extraction of Abwabs

The survey indicates that the extraction of abwabs is not made as it was customary prior to the promulgation of STA.

10. Provision of Food Grains to Haris as Advance

It is customary that the zamindars provide food grain requirements for the sustenance of Hari's household, and deduct the same in kind or computed

value of the grains at rates prevalent at the time of the advance. It was reported that the zamindars do provide or arrange it from the grain merchants. No evidence was found that the zamindars are overcharging on this account.

11. Allocation of land for Fodder and Vegetables

Generally, most haris do not grow vegetables for home consumption, there were complains that zamindar's are not meeting this obligation. However, zamindars are required to provide land for fodder in case the hari maintains bullocks for tilling. As most haris do not maintain bullocks for draught power, no deviance was reported. However, zamindars allocate some land for fodder if the hari requires it for feeding milch animals required for home consumption. In this case, hari is responsible for the cost of cultivating the fodder. During the discussion, it was not considered an issue between zamindar and haris.

12. Conflict Resolution Mechanism

The frequent reason for eviction of haris from the land is the inefficiency of hari, alleged theft of input or output, followed by misconduct by the tenant. As reported in the field, sometimes a hari is evicted on false pretext or begar to his landlord.

The STA provides that any dispute that arises between zamindar and hari, the aggrieved party can approach the tribunals if they are not resolved amicably between them. The district Assistant Commissioner, as head of the tribunal, is responsible to address the issues between tenant and landlord. Normally, such disputes are generally resolved at the village level.¹⁵

However, the disputes related to eviction, even if the permanent rights have been established are not contested as the legal process is cumbersome, and hari cannot afford the cost of the appeal and the wrath of the zamindar. The pressure of the influential zamindars with clout, lengthy and delayed course of law proceedings does not encourage haris to approach district officer to file his complaint. During the FGDs no such instances were reported, and perhaps the lack of ability to pursue the case to establish the rights to the land as permanent hari has been accepted as a fact of life, but under pressure.

13. Absence Description of Informal (Customary) Agreements in Vogue

The significant observation of the survey shows that the existing land arrangements and sharecropping system are carried out by and large through informal proceedings without a written contract between landlord and tenant. Majority of the Tenants (about 80%) have been personally cultivating the same piece of land for the same landlord for more than 4 years who fall under the category of permanent hari.

3.2. Feedback from Consultative Workshops

The stakeholders very candidly voiced their opinion on issues of current landlord and tenant in the light of Sindh Tenancy Act 1950, which they claimed to be close to their hearts and very crucial for the overall socio-economic development of Sindh's people engaged in agriculture work. Most stakeholders emphasize that the basic definition of hari has changed, as a traditional hari used to own bullocks, but now he relies on tractors rather than bullocks for land preparation, land leveling, weeding, and

¹⁵ The process of village level arbitration is based on appointment of two ameen (referees) from each side and they resolve the issue. It is customary that their verdict is binding on both the parties.

threshing. Today, the landlord owns all kinds of agriculture tools and mechanical equipment's, while haris only provides manual labour.

As the agriculture production system has moved from labor-intensive to semi-mechanized cultivation, the zamindars prefer direct cultivation instead of depending on the hari system. However, the shortage of daily wage labour during the peak demand for sowing or transplanting, hand weeding, and harvesting, the transition rate of switching from the labor-intensive to semi-mechanized system is still quite slow.

3.3. Effective Shares of Sharecroppers in the Gross Margins for Major Crops

As per STA on the fixed costs, the landlords are supposed to provide land, canal irrigation supplies, and seed, while haris are obligated to provide labor for land preparation, sowing/transplanting, crop tending (inter-culturing/weeding), harvesting, and threshing. The variable costs such as fertilizer, weedicides, pesticides, and threshing and winnowing are to be shared equally. The inherent intent of the STA is on the premise that the haris should have fair returns to their labor and investment in crop enterprises. An analysis of the enterprise budgets of the selected crop was undertaken to ascertain the effective share of the haris.

Currently, most of the tenants do not comply with the STA to fulfill the responsibilities of providing agriculture mechanical equipment like tractor and ploughing machinery. Whereas, the provision of fertilizers, seed, and cost of water are also the responsibilities of the landlord which is provided to the tenant according to the ACT. The tenant does not contribute to the provision of any input except labor in most of the districts of the surveyed areas.

As per law (Sindh Land Tenancy Act 1950), every sharecropper has to be enlisted in the office of revenue officer, but, the practice is not being followed. Earlier (before the green revolution) it was a pre-requisite that every tenant should own bullock and basic tools to do farming operations. However, the practice has become obsolete due to the advent of technology, now the landlord owns machinery for ploughing, leveling, and tillage of the land. However, after a while landlords of Sindh by force amended the law and now by new section of the law, 50 percent of machine usage (tillage) cost is to be borne by tenant, but, some landlords charge 100 percent from the tenants, which is a sheer injustice on the part of the landlords, as tenant does not own the equipment so he should not be liable to bear full cost of tillage.

Initially, tenant's share in cost decreased greatly in final crop produce due to the redundant farming tools which were impracticable due to the advent of modern farm inputs, whereby the share of the tenant in final crop produce decreased substantially.

Crop wise summary of effective sharing of gross margin and the gross cost is mentioned in Table 7 which shows that despite the equal share of the gross revenues, the effective share of haris in the cost of production is higher than the landlords share. It is highest for rice (56.2%) followed by chilies (55.3%), sugarcane (55.2%), cotton (54.9%), wheat (53.6%) and onion (53.3%).

Consequently, the effective share of haris in the gross margins is less than 50%, which varies between 42% and 48.9% against the expected share of 50%. For rice, the effective share is 42%, followed by wheat (45.6%), cotton (47.4%), chilies (47.4%), sugarcane (47.6%), and onion (48.9%).

Table 7: Effective Shares of Haris in the Gross Margins for Selected Crops

Description	Wheat	Rice	Sugarcane	Cotton	Chilies	Onion
Gross Revenue	39,987	40,528	138,271	82,273	185,250	133,471
Zamindars share	19,994	20,264	69,136	41,136	92,625	66,736
Percent	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Hari's share	19,994	20,264	69,136	41,136	92,625	66,736
Percent	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Gross Cost	22,013	22,873	43,938	28,874	60,540	33,054
Zamindars Share	10,220	10,020	19,669	13,033	27,047	15,451
Percent	46.4%	43.8%	44.8%	45.1%	44.7%	46.7%
Hari's share	11,794	12,853	24,269	15,841	33,493	17,603
Percent	53.6%	56.2%	55.2%	54.9%	55.3%	53.3%
Gross Margin	17,974	17,655	94,333	53,399	124,711	100,417
Zamindars Share	9,774	10,244	49,467	28,103	65,578	51,284
Percent	54.4%	58.0%	52.4%	52.6%	52.6%	51.1%
Hari's share	8,200	7,411	44,867	25,296	59,133	49,133
Effective Share	45.6%	42.0%	47.6%	47.4%	47.4%	48.9%

One of the plausible reasons of less than effective share in gross margins of the haris is due to an increase in the land preparation cost which was traditionally done with pair of bullock with less overall cost. Overtime, the predominantly land is now prepared by hiring a tractor, which is essentially haris's responsibility. It is his choice to prepare the land with tractor or bull ploughings.

A closer look at the crop budgets detailing the share of the landlord and haris (attached as Appendix-1) in the gross revenues, production costs, and gross margins, suggest that overtime the arrangements has also changed slightly by some landlords to accommodate the change of costs structure. In some of the instances, the landlord has also contributed towards the cost of hiring the tractor, particularly for land leveling. Also, in some of the cases, the landlords have unfairly transferred the burden of sharing the cost of tube-well water on haris, arguing that the landlord is only responsible for the canal irrigation. However, these are some anomalies that can be removed with mutual agreement.

4. CONCLUSION AND RECOMMENDATIONS

The main conclusions and recommendations based on FGDs, farm household survey, and feedback from the workshops are presented below:

4.1. Main Issues to be Addressed

1. The enforcement of STA provisions to secure the rights of the haris vis-à-vis permanent status as and protection from summary eviction¹⁶ is not adhered to, as the name of the hari is not recorded in the relevant revenue records.
2. The sharing of expenditure of production cost is not being followed in letter and spirit hence the effective share of the hari is being compromised, and is unfair. The estimated effective share of haris in the gross margins should be 50%, but due to non-compliance of the provisions for sharing the costs, it ranges between 42.0% and 48.9% across various crops.

¹⁶ If the Hari's name is not mentioned in the field book of Taperdar (Patwari) Revenue Book, Form-6. Hari would never be a permanent Hari. So Landowner can ask him to leave.

4.2. Recommendations and Way Forward

1. The existing STA was conceived, formulated, and promulgated in an environment when the tensions between zamindars and haris were widespread and created rural unrest. Given that the agriculture production process has transitioned from a labour intensive to semi-mechanized, the STA needs to be amended to reflect emerging ground realities.
2. There is a need to create awareness amongst the zamindar and haris to conform to the provisions of the STA. At present, the existing tenancy agreements between zamindars and haris are by and large informal and unwritten, and are essentially customary. This does not provide legal cover to secure tenancy rights by haris.
3. Though the STA recognizes the right of the next of kin of the deceased hari to inherit the rights of permanent hari, there is a need to clarify how the further mutation will be made. This would require considering the minimum economic size of holding for a hari.
4. The ambiguity with respect to sharing the cost of purchased tubewell water needs to be rectified.
5. The STA is silent about the rights of the hari-at-will. Amendments are needed to provide for the ensuring security of tenancy for them.
6. Entering the name of the hari in the relevant column of Form 7 should be made mandatory, and monitored in collaboration of the representative of civil society.
7. The conflict resolution mechanism should be made hari friendly.

4.3. Entry Points

While promoting the principles of VGGT, care is needed to ensure that it does not create commotions in the social environment that encourages zamindars to shift to direct cultivation disengaging the haris. As the demand in rural areas for wage labour is seasonal, dislodging haris will be socially counter-productive. It will further accentuate unemployment and increase the level of poverty. This requires a clear strategy for reforming the relationship between zamindar and haris.

Benign entry points to streamline and strengthen the relationship between zamindar and hari should be through:

1. Amendments to STA are made to remove ambiguities anomalies, with a participatory and make it user-friendly.
2. Awareness creation about the need for formalizing the tenancy contract agreement.
3. Signing of formal tenancy agreements is made compulsory.

SCOPE AND PURPOSE OF THE ASSIGNMENT

Food and Agriculture Organization of the United Nations (FAO) has planned to review a current landlords/tenant/sharecropping arrangement, which is one of the key activities of the European Union supported four-year Project: Improved Land Tenancy in Sindh Province. The aim of the project is to "improve and formalize land tenancy, while restoring and protecting rural livelihoods, especially for women and vulnerable groups (dependent on traditional landholding and farming systems and affected by droughts, floods, insecurity and malnutrition) by adhering and promoting the principles of the Voluntary Guidelines on the Responsible Governance of Tenure of Land, Fisheries and Forests in the Context of National Food Security (VGGT) in Dadu, Jamshoro, Larkana, Matiari, Mirpur Khas, Sujawal, Tando Allahyar and Tando Muhammad Khan Districts of Sindh Province".

The scope of this assignment is to conduct a detailed study to review current landlords, tenant, sharecropping arrangements and establish the rights and obligations of each party under Sindh Tenancy Act by adhering and promoting the principles of the VGGT.

Key objectives of the assignment:

Identifying the rights and obligations of sharecropper/tenant and landowner under the Sindh Tenancy Act by reviewing current landlords/tenant/sharecropping arrangements in Sindh and adhering and promoting the principles of the VGGT

1. Develop the implementation strategy and assignment work plan in consultation with the FAO Land Tenure Specialist.
2. Review current landlords/tenant/sharecropping arrangements in Sindh and identify the rights and obligations of each party under the Sindh Tenancy Act by adhering and promoting the principles of the VGGT.
3. Carry out consultation with government and private sector experts in land and water law, representatives of landowners' associations (e.g. Sindh Chamber of Agriculture and Sindh Abadgar Association) and CSOs (e.g. SEARCH Pakistan, Sindh Land Rights Movement, Pakistan Fisherfolk, Bhandar Hari Sangat, SUCHET and Hari Welfare Association Sindh, National Peasants Coalition of Pakistan (NPCP), Oxfam) and FAO land tenure specialists.
4. Coordinate with FAO field teams through the Land Tenure specialist (in case of field related activities or information).
5. Organize a high-level consultative workshop to present the study report/recommendations/ informal agreement between sharecropper and landowner under STA.
6. Develop an assignment report covering the study report on current landlords/tenant/sharecropping arrangements in Sindh, identifying the rights and obligations of sharecropper and landowner under Sindh Tenancy Act, proposed informal agreements between sharecropper and landowner under Sindh Tenancy Act and identify benefits of informal agreements to the sharecropper and landowners.

Expected Outputs

1. Implementation Strategy and Work plan of the assignment is developed by consultant and approved by NPC-ILTS (linked to item 1 above).
2. Brief document outlining the current arrangements between landlords and haris (linked to item 2 above).
3. A high-level consultative workshop is organized and study report/recommendations/ informal agreement between sharecropper and landowner under STA are presented (linked to item 5 above).
4. Assignment report (covering the current landlords, tenant, sharecropping arrangements in Sindh, the rights and obligations of sharecropper and landowner under Sindh Tenancy Act, proposed informal agreements between sharecropper and landowner under Sindh Tenancy Act, identified benefits of informal agreements to the sharecropper and landowners) is submitted to FAO for approval (linked to item 6 above).

LIST OF FGDs ATTENDEES

S.#	Name of Village	Attendees
1	Kot Feroz Din Shah	Muhammad Rahim, Kareem Bakhsh Bashori, Abur Rayyan, Bajo Bashori, Nazan Juggat, Radho, Khameesa, Mohan
2	Hashim Chachar	Shahnawaz, Mushtaq, Abdul Sattar, Imam Bux, More, Punam, Safan, Aijaz, kareem
3	Budhapur	M. Yousuf, Vanaish, Kumar, Saman, Abdullah
4	Abdullah Abad	Gul Mohammad, Muhamamd Umar, Atttaullah, Thaniyo, Vairo, Hero, Hemjee, Abdul Hameed
5	Fareed Lashari	Mohammad Bux, Shahnawaz, M. Amin, Mohammad Ali, Ghulam Nabi, Kanji, Rubshi, Asif Ali, Murtaza, Homjee
6	Khair Mohammad Jarwar	Muhammad Malook, Shagan Rai, Riaz Sarwar, Sodha, Motoo Baghwar, Samae Bhai, Shareef
7	Jafar Hakro	Abdul Hafeez, Kamj, Abdul Shakoor, Saganm, Ramesh, Zaheer, Ramesh
8	Kandi Nawazio	M. Sareh, Banho Khan, A. Raza, Rahmahtullah, Imdad Ali, Sarwar Ali, Liaqat Ali, Wazir Ali, Mohammad Shaban
9	Lal Bux Shahani	G. Mustafa, M. Yasseen, M. Jafer, Deedar Ali, Shafi Mohd, A. Lalie, Ali Nawaz, M. Ishaque, Waris Ali
10	Usman Kalhoro	Asif Ali, Abdul Khaliq, Ghulam Shabir, Arbab, Mamtaz Ali, Abid Ali, Tufail, Nasir
11	Haji Ghulam Hussain Daal	M. Ismail, M. Ramzan, M. Khan, A. Shakoor, faraz Ahmed, Naveed, M. Soomar, Fareed
12	Haji Urs Sathyo	Nawaz ali, Zubain, Barth, Mushtaqar, Jamil Ahmed, Mohammad Raheem, Jeand, Yar Muhammad, Shamir
13	Ahmed Khan Zoar	Shafi Mohammad, Ghulam Ali, Muhammad Ismail, Ashiq, Mamtaz Ali, Muhammad Aslam, Muhammad Ramzan, Muhammad Anwar, Muhammad Urs

**LIST OF RESPONDENTS OF INDIVIDUAL INTERVIEWS
(MALE FARMERS)**

	Name of Village	Name of Respondent
1	Kandi Nawazio	Rahmattullah Panhwar
		Mumtaz Panhwar
2	Lal Bux Shahani	Allah Juriyo
		Ali Nawaz Shahani
3	Abdul Qadir Jokhio	Umer Arshad Jakhro
		Hubdar Ali Chano
4	Usman Kalhoro	A. Khahique Kalhoro
		Arbab Ali Mirani
5	Bhallo Kolhi	Ali Hassan Chandio
		Mushtaq Ahmed Chandio
6	Ahmed Khan Zoar	M. Ramzan Zoar
		Haj Noar Ahmed
7	Kot Datar Dino	Syed Naoeem Shah
		Haji Allah Barhayo
8	Haji Urs Sathyo	Nawaz Ali Sathiyo
		Yaar Muhammad Sathio
9	Kot Feroz Din Shah	Muhammad Bachar Mashori
		Hussain Ferzodin
10	Hashim Chachar	Wastoo Kolhi
		Muhammad HashimChachar
11	Budhapur	Imdad Marhi
		Yousif Ali
12	Khair Mohammad Jarwar	Pershotam Kumar
		Muhammad ShareefJarwar
13	Abdullah Abad	Abdul HameedBaloch
		VeeroKohli
14	Fareed Lashari	GhillanNabi
		KanjeerKohli
15	Jafar Hakro	Abdul HafeezHakro
		Jai Singh
16	Haji Ghulam Hussain Daal	M. Khan Dal
		M. Afzal Dal

**LIST OF RESPONDENTS OF INDIVIDUAL INTERVIEWS
(FEMALE FARMERS)**

S.#	Name of Village	Name of Respondent
1	Kandi Nawazio	Hayat KhatoonPanhwar
		BasheeranPanhwar
2	Lal Bux Shahani	Haseena Shahani
		Sadorani Shahani
3	Abdul Qadir Jokhio	Ghulam Fatima Mangi
		Hazoran Jakhro
4	Usman Kalhoro	Shakeela Abbasi
		Hameeda Kalohra
5	Bhallo Kolhi	Nathi Kholi
		LadniChandio
6	Ahmed Khan Zoar	Noor JahanZhor
		Hameeda Zhor
7	Kot Datar Dino	Badli Meghwar
		Maya Meghwar
8	Haji Urs Sathyo	Aml Sathio
		ZeeninthSathio
9	Kot Feroz Din Shah	Allah BhajaeMashori
		Harjani Mashori
10	Hashim Chachar	AzeemaChachhar
		Zanib Chachar
11	Budhapur	Pali Kolhi
		Malo Kolhi
12	Khair Mohammad Jarwar	Rasti Jarwar
		Ayesha Jarwar
13	Abdullah Abad	Mano Kohli
		RuqaiyaHoat Baloch
14	Fareed Lashari	Karmo Kohli
		Zaibun Nisa Lashari Baloch
15	Jafar Hakro	Saima Hakro
		Bhori Bheel
16	Haji Ghulam Hussain Daal	Rukl Dull
		Fatima Dull

LIST OF PERSONS MET FROM CIVIL SOCIETY ORGANIZATIONS

- Shehnaz Sheedi (Regional Program Officer of SAP: South Asian Partnership)
- Azad Mirwai (Field Officer Fisher Folk Forum Sindh)
- Surwan Baloch, Chief Executive Officer, Sindh Agriculture Organization
- Dr. Ghulam Haider Jamali, Chief Executive Officer Green Rural Research Centre.
- Asad Iqbal Bhatti (Human Rights Commission –C.E.O)
- Karamat Ali (Director, Pakistan Institute of Labor Education and Research (PILER))
- Mr. Shuja (PILER)

LIST OF CONSULTATIVE WORKSHOP PARTICIPANTS

- Dr. Abdul Rahim Soomro (Secretary, Forest & wild life Department)
- Saeed Jagirani (G.M, Sindh Irrigation and Drainage Authority (SIDA))
- Munair Ahmed (Sindh Irrigation and Drainage Authority (SIDA))
- Aijaz A. Nizamani (Forest & wild life Department)
- Syed Javed Iqbal (Dypety Director, Agriculture Ext. Department)
- Ali Nawaz Kulhoro (Deputy Director, District Agriculture Office Dadu)
- Ghulam Husnain Shaikh (Deputy Director of Agriculture and Extension Wing),
- Shahid Saleem Memom (Deputy Director, OFWM Department)
- Pahlaj Rai (Water Management Officer, OFWM Department)
- Dr. Hamzo Khan (Govt. of Sindh, Director Education Deptt)
- Anthony John Lamb (Advisor, FAO)
- Waheed Jamali (Land Tenure Specialist, FAO)
- Waheed Jamali (Land Tenure Specialist, FAO)
- Dr. M. Faheem Akbar (Asst. Prof. Agriculture Dept, University of Karachi)
- Dr. Syed Ammad Ali (Assistant Prof. AERC)
- S. Roshan Ali Shah (Staff Economist, AERC)

Appendix-1

Effective Sharing Distribution: Crop wise Analysis

Effective sharing in Wheat

Name of Crop	Wheat							
Description	Unit	Per Acre Average Input/output			Landlord		Share Cropper	
		Qty	Rate	Amount	Share	Amount	Share	Amount
A. Revenue								
1. Main crop	maund	30.9	1,117.0	34,548.8	50.0%	17,274.4	50.0%	17,274.4
2. Byproduct	maund	30.9	176.0	5,438.4	50.0%	2,719.2	50.0%	2,719.2
Gross Income				39,987.2	50.0%	19,994	50.0%	19,993.6
B. Expenditure								
Bullock plowings (If hired)	number	0.05	1,250.0	57.5	0%	-	100%	57.5
Bullock leveling (If hired)	number	0.04	1,250.0	48.8	0%	-	100%	48.8
Tractor plowings	hours	2.61	1,127.5	2,942.8	13%	382.6	87%	2,560.2
Tractor leveling	hours	1.24	1,106.0	1,371.4	85%	1,165.7	15%	205.7
Seed	kg	58.75	45.3	2,663.7	50%	1,331.9	50%	1,331.9
Urea	bag	2.14	1,508.4	3,228.1	50%	1,614.0	50%	1,614.0
DAP/NP	bag	0.98	3,208.7	3,138.1	50%	1,569.0	50%	1,569.0
Potash	bag	0.004	1,900.0	6.7	50%	3.3	50%	3.3
Zinc	bag	0.23	840.0	195.7	50%	97.9	50%	97.9
Pesticides	rupees	1.00	22.7	22.7	50%	11.3	50%	11.3
Weedicides	rupees	1.00	795.0	795.0	50%	397.5	50%	397.5
Hired Weeding labor	days	-	-	-		-	100%	-
Harvesting labor cost	maunds	2.80	1,117.0	3,127.6	46%	1,438.7	54%	1,688.9
Threshing cost	kg	104.50	27.9	2,917.6	50%	1,458.8	50%	1,458.8
Tubewell irrigation	Rupees	2.8	533.0	1,497.7	50%	748.9	50%	748.9
Total Cost				22,013.3	46%	10,219.6	54%	11,793.7
Gross Margin				17,973.9	54%	9,774.0	46%	8,199.9

Effective Sharing in Rice

Name of Crop	Rice							
Description	Unit	Per Acre Average Input/output			Landlord		Share Cropper	
		Qty	Rate	Amount	Share	Amount	Share	Amount
A. Revenue								
1. Main crop	maund	42.9	906.0	38,894.6	50.0%	19,447.3	50.0%	19,447.3
2. Byproduct	maund	35.0	46.7	1,633.1	50.0%	816.6	50.0%	816.6
Gross Income				40,527.7	50.0%	20,264	50.0%	20,263.8
B. Expenditure								
Tractor plowings	hours	3.5	1,091.0	3,805.4	11%	418.6	89%	3,386.8
Tractor leveling	hours	1.2	1,094.0	1,289.8	85%	1,096.4	15%	193.5
Seed	kg	9.4	432.0	4,060.5	50%	2,030.3	50%	2,030.3
Nursery seedlings	rupees	1.0	26.0	26.0	100%	26.0	0%	-
Hired sowing/ transplanting labor	rupees	1.0	554.9	554.9	0%	-	100%	554.9
Urea	bag	2.1	1,515.9	3,243.9	50%	1,622.0	50%	1,622.0
DAP/NP	bag	1.0	2,972.0	2,972.0	50%	1,486.0	50%	1,486.0
Potash	bag	-		-	50%	-	50%	-
Zinc	bag	0.2	800.0	175.2	50%	87.6	50%	87.6
Pesticides	rupees	1.0	647.9	647.9	50%	324.0	50%	324.0
Weedicides	rupees	1.0	1,160.7	1,160.7	50%	580.3	50%	580.3
Hired Weeding labor	days			-		-	100%	-
Harvesting labor cost	maunds	3.3	906.0	2,977.1	46%	1,369.5	54%	1,607.6
Threshing cost	kg	86.5	22.7	1,959.5	50%	979.7	50%	979.7
Tubewell irrigation	number			-		-	100%	-
Total Cost				22,873.0	44%	10,020.3	56%	12,852.7
Gross Margin				17,654.7	58%	10,243.6	42%	7,411.2

Effective sharing in Sugar

Name of Crop	Sugarcane							
Description	Unit	Per Acre Average Input/Output			Landlord		Share Cropper	
		Qty	Rate	Amount	Share	Amount	Share	Amount
A. Revenue								
1. Main crop	maund	987.7	140.0	138,271.0	50.0%	69,135.5	50.0%	69,135.5
2. Byproduct	maund			-	50.0%	-	50.0%	-
Gross Income				138,271.0	50.0%	69,136	50.0%	69,135.5
B. Expenditure								
Bullock plowings (If hired)	number	0.3	1,000.0	250.0	35%	87.5	65%	162.5
Bullock leveling (If hired)	number	0.1	1,000.0	120.0	50%	60.0	50%	60.0
Tractor plowings	hours	1.5	1,088.9	1,611.6	13%	209.5	87%	1,402.1
Tractor leveling	hours	3.6	1,200.0	4,272.0	61%	2,605.9	39%	1,666.1
Seed	kg	96.6	161.5	15,598.0	50%	7,799.0	50%	7,799.0
Nursery seedlings	rupees	-	-	-		-	100%	-
Hired sowing/ transplanting labor	rupees	1.0	4,087.0	4,087.0	0%	-	100%	4,087.0
Urea	bag	4.2	1,686.0	7,081.2	50%	3,540.6	50%	3,540.6
DAP/NP	bag	3.2	3,038.0	9,782.4	50%	4,891.2	50%	4,891.2
Potash	bag	0.0	2,400.0	28.8	50%	14.4	50%	14.4
Zinc	bag	0.2	1,235.7	271.9	50%	135.9	50%	135.9
Pesticides	rupees	1.0	150.6	150.6	50%	75.3	50%	75.3
Weedicides	rupees	1.0	152.4	152.4	50%	76.2	50%	76.2
Hired Weeding labor	days	0.4	366.7	158.8	34%	54.0	66%	104.8
Harvesting labor cost	days	-	-	-		-	100%	-
Manual threshing cost	rupees			-		-	100%	-
Tubewell irrigation	number	0.7	500.0	373.0	32%	119.4	68%	253.6
Total Cost				43,937.5	45%	19,668.9	55%	24,268.7
Gross Margin				94,333.5	52%	49,466.6	48%	44,866.8

Effective sharing in Cotton

Name of Crop	Cotton							
Description	Unit	Per Acre Average Input/Output			Landlord		Share Cropper	
		Qty	Rate	Amount	Share	Amount	Share	Amount
A. Revenue								
1. Main crop	maunds	26.3	3,133.0	82,272.6	50.0%	41,136.3	50.0%	41,136.3
2. Byproduct	maunds			-	50.0%	-	50.0%	-
Gross Income				82,272.6	50.0%	41,136	50.0%	41,136.3
B. Expenditure								
Bullock plowings (If hired)	number	0.29	1,000.0	290.0	50%	145.0	50%	145.0
Bullock leveling (If hired)	number	0.1	1,000.0	140.0	50%	70.0	50%	70.0
Tractor plowings	hours	3.4	1,225.5	4,203.5	12%	504.4	88%	3,699.0
Tractor leveling	hours	1.7	1,251.0	2,139.2	61%	1,304.9	39%	834.3
Seed	kg	6.5	157.0	1,022.1	50%	511.0	50%	511.0
Urea	bag	2.9	1,600.0	4,624.0	50%	2,312.0	50%	2,312.0
DAP/NP	bag	1.1	3,225.0	3,415.3	50%	1,707.6	50%	1,707.6
Zinc	bag	0.2	900.0	200.7	50%	100.4	50%	100.4
Pesticides	rupees	1.0	1,017.0	1,017.0	50%	508.5	50%	508.5
Weedicides	rupees	1.0	97.0	97.0	50%	48.5	50%	48.5
Hired Weeding labor	days	0.9	350.0	329.0	13%	42.8	87%	286.2
Harvesting/picking cost	rupees	1.0	10,507.5	10,507.5	50%	5,253.7	50%	5,253.7
Tubewell irrigation	rupees	2.1	433.3	888.3	59%	524.1	41%	364.2
Total Cost				28,873.5	45%	13,033.0	55%	15,840.5
Gross Margin				53,399.1	53%	28,103.3	47%	25,295.8

Effective sharing in Chillies

Name of Crop	Chillies							
Description	Per Acre Average Input/Output				Landlord		Share cropper	
	Unit	Qty	Rate	Amount	share	Amount	share	Amount
A. Revenue								
1. Main crop	maund	65.0	2,850.0	185,250.0	50.0%	92,625.0	50.0%	92,625.0
2. Byproduct	maund			-	50.0%	-	50.0%	-
Gross Income				185,250.0	50.0%	92,625	50.0%	92,625.0
B. Expenditure								
Bullock plowings (If hired)	number			-		-	100%	-
Bullock leveling (If hired)	number			-		-	100%	-
Tractor plowings	hours	4.3	1,350.0	5,845.5	0%	-	100%	5,845.5
Tractor leveling	hours	2.3	1,350.0	3,145.5	50%	1,572.8	50%	1,572.8
Ridge and furrow making	days							
Seed	kg	2.5	1,400.0	3,500.0	50%	1,750.0	50%	1,750.0
Urea	bag	3.7	1,500.0	5,490.0	50%	2,745.0	50%	2,745.0
DAP/NP	bag	1.3	3,750.0	4,987.5	50%	2,493.8	50%	2,493.8
Pesticides	rupees	1.0	966.0	966.0	50%	483.0	50%	483.0
Weedicides	rupees	1.0	800.0	800.0	50%	400.0	50%	400.0
Hired Weeding labor	days	4.0	400.0	1,600.0	0%	-	100%	1,600.0
Harvesting labor cost	maunds	11.3	2,850.0	32,205.0	50%	16,102.5	50%	16,102.5
Manual threshing cost	rupees			-		-	100%	-
Tubewell irrigation	number	4.0	500.0	2,000.0	75%	1,500.0	25%	500.0
Total Cost				60,539.5	45%	27,047.0	55%	33,492.5
Gross Margin				124,710.5	53%	65,578.0	47%	59,132.5

Effective sharing in Onion

Name of Crop	Onion							
Description	Unit	Per Acre Average Input/output			Landlord		Share cropper	
		Qty	Rate	Amount	share	Amount	share	Amount
A. Revenue								
1. Main crop	maunds	151.1	883.3	133,471.2	50.0%	66,735.6	50.0%	66,735.6
2. Byproduct	maunds			-	50.0%	-	50.0%	-
Gross Income				133,471.2	50.0%	66,736	50.0%	66,735.6
B. Expenditure								
Bullock plowings (If hired)	number	0.2	1,000.0	200.0	50%	100.0	50%	100.0
Bullock leveling (If hired)	number	0.1	1,000.0	62.5	50%	31.3	50%	31.3
Tractor plowings	hours	3.7	1,175.0	4,371.0	14%	611.9	86%	3,759.1
Tractor leveling	hours	1.3	1,175.0	1,492.3	58%	865.5	42%	626.7
Ridge and furrow making	Days			-	0%	-	100%	-
Seed	kg	4.3	1,252.7	5,436.7	50%	2,718.4	50%	2,718.4
Nursery seedlings	rupees			-		-	100%	-
Hired sowing/ transplanting labor	rupees	1.0	889.4	889.4	100%	889.4	0%	-
Urea	bag	3.9	1,675.0	6,499.0	50%	3,249.5	50%	3,249.5
DAP/NP	bag	1.1	3,500.0	3,885.0	50%	1,942.5	50%	1,942.5
Zinc	bag	0.8	1,050.0	871.5	50%	435.8	50%	435.8
Pesticides	rupees	1.0	2,027.0	2,027.0	50%	1,013.5	50%	1,013.5
Weedicides	rupees	1.0	922.0	922.0	50%	461.0	50%	461.0
Hired Weeding labor	Days	2.3	400.0	932.0	30%	279.6	70%	652.4
Harvesting labor cost	rupees	1.0	4,465.7	4,465.7	50%	2,232.9	50%	2,232.9
Manual threshing cost	rupees	-	-	-		-	100%	-
Tubewell irrigation	rupees	2.0	500.0	1,000.0	62%	620.0	38%	380.0
Total Cost				33,054.1	47%	15,451.2	53%	17,602.9
Gross Margin				100,417.0	51%	51,284.4	49%	49,132.6