

**IN THE COURT OF THE JUDICIAL MAGISTRATE No.I, METTUR**

**Present : N.Gopalakrishnan, B.Sc, B.L., Judicial Magistrate No.I, Mettur.**

**Friday, the 6th day of March, 2026**

**Crl.M.P. No. 102 of 2026**

Madhavan S/o.Mariyappan

.... **Petitioner / Owner of Property**

//Vs//

The Inspector of Police,

Mettur P.S. in Cr.No.598/2025,

**u/s 281, 125(a), 106(1), 25(b) of BNS**

**and 56, 196, 192(A), 194(1) Motor Vehicle Act ... Respondent / Complainant**

//Vs//

Kannan S/o.Ayyavu

...**Accused**

**ORDER**

1. **Heard** the learned counsel for the petitioner and the learned Public Prosecutor/Assistant Public Prosecutor, and the **records perused**.
2. **Factual Matrix:** The Petitioner, claiming to be the registered owner of the PIAGGIO VEHICLE Auto Rickshaw bearing Registration No. TN.29.BX.1306, has moved the present petition under section 497 of B.N.S.S, seeking interim custody of the said vehicle. The vehicle was seized in connection with a motor vehicle accident that occurred on

21.12.2025, while being driven by the petitioner's Kannan. The accident tragically resulted in the death of the victim namely Pavayee and injurious to several other persons. A case was registered in Crime No. 598 of 2025 by Mettur P.S., initially alleging offences under Section 281 and 125(b) of the Bharatiya Nyaya Sanhita, 2023 (B.N.S.) and later on after investigation, the charge sheet have been for the offences u/s.281, 125(a), 106(1), 125(b) of BNS and the petitioner contends that the continued idle detention of the vehicle at the police station would lead to its deterioration, rendering it useless, and thus prays for its release.

3. **Prosecution's Objection and Uninsured Status:** The respondent/prosecution strongly objects to the release of the vehicle on the ground that it was not insured at the time of the incident. This objection is raised specifically to safeguard the interest of the victims and the legal heirs of deceased victim, by ensuring that adequate compensation can be secured for them.
4. **Material Findings on Record:** Upon perusal of the insurance policy copies is not produced by the petitioner, Crucially, no valid insurance policy covering third-party risks was produced or shown as in force on the date of the accident, 21.12.2025, even at the Motor Vehicle

Inspection.

**5. This Court is, therefore, satisfied that:**

1. The offending vehicle, **TN.29.BX.1306**, was **uninsured** against third-party risks on the date of the accident.
2. The accident, which arose out of the use of the said vehicle, resulted in the death of the claimant/victim, Pavayee and injurius to several others.
3. *Prima facie* materials establish negligence on the part of the driver of the said vehicle.

6. **Reference to Precedents and Statutory Rule:** The Court is guided by the principles laid down by the Honourable Supreme Court in the case of **Jai Prakash v. National Insurance Company Limited and Others (2010 SCC 2 607)**, which mandates that the owner of an uninsured vehicle must furnish security as a condition precedent for its release. This dictum forms the very basis of **Rule 26 of the Tamil Nadu Motor Accidents Claims Tribunal Rules, 1989**, which explicitly states:

*"(1) No Court shall release a Motor Vehicle involved in an accident...*

*when such vehicle is not covered by the policy of insurance... unless and until the registered owner furnishes sufficient security to the satisfaction of the Court to pay compensation that may be awarded in a claim case arising out of such accident."*

7. **Determination of Security Amount:** While Rule 26 of the relevant rules mandates the furnishing of 'sufficient security,' this Court is of the considered opinion that the security so furnished shall necessarily be in a form that is readily liquidable in the light of the aforesaid hon'ble Supreme Court Guidelines. This is imperative to ensure that the compensation awarded, if any, is settled to the successful party without being entangled in subsequent procedural hurdles.
8. In order to ascertain the present market value of the subject vehicle, this Court had directed the production of a valuation certificate from an approved valuer. The respondent produced valuation certificate from Govt approved workshop, dated 23.02.2026, which shows the value of the vehicle is **₹65,000/- (Rupees Sixty five Thousand only)**.
9. Directing security in excess of this value would likely render the order futile.

### **Conclusion and Directions**

In light of the above, and the paramount need to secure compensation for the victims, this Court hereby passes the following directions in exercise of the powers under **Rule 26 of the Tamil Nadu Motor Accidents Claims Tribunal Rules, 1989**:

1. The petitioner/owner of the offending vehicle is **directed to deposit a sum of ₹65,000/- (Rupees Sixty five Thousand only)** before this Court in connection with **Cr. No. 598 of 2025 of Mettur P.S.**
2. The said amount shall be:
  - a) Deposited in the name of this Court in any Nationalised Bank as a Fixed Deposit with an auto-renewal scheme until the final adjudication of the claim petition by the tribunal.
  - b) Subject to adjustment in the final Award to be passed by the Honble Motor Accident Claims Tribunal concerned, and shall be disbursed to the victims or returned to the petitioner upon full satisfaction of the compensation as directed by the Tribunal.
3. **It is further ordered** that if the petitioner fails to comply with this

direction and deposit the security amount within **three months** from the date the vehicle was taken into police possession, the vehicle shall be sold off in public auction, and the proceeds shall be deposited with the Motor Accident Claims Tribunal having jurisdiction, in strict compliance with **Rule 26(2)** of the Tamil Nadu Motor Accident Claims Tribunal Rules, 1989.

4. This petition allowed accordingly.

Directly dictated to Steno typist, typed by him in the Computer and corrected by me and pronounced by me in open court on **6th day of March 2026**.

**Judicial Magistrate No.I,  
Mettur.**