

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. 651 of 2025

Balamurugan S/o.Sundaram

.... **Petitioner / Accused**

//Vs//

The Sub Inspector of Police,

Mettur P.S. in Cr.No.508/2025,

u/s 281, 106(1) of BNS and 181(3), 56,

196, 192(A) Motor Vehicle Act

.... **Respondent / Complainant**

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 Force Tourist Motor Cab bearing Registration No. TN.33.BK.4624, 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 07.10.2025, while being driven by the petitioner Balamurugan. The accident tragically resulted in the death of the victim namely Suresh. A case was registered in Crime

No. 508 of 2025 by Mettur P.S., initially alleging offences under Section 281 and 106 of the Bharatiya Nyaya Sanhita, 2023 (B.N.S.). 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 victim's legal heirs, namely the wife, Ambika, and minor child namely Logithi, by ensuring that adequate compensation can be secured for them.
4. **Material Findings on Record:** Upon perusal of the insurance policy copies produced by the petitioner, it is clear that the vehicle was covered for the period from 20.11.2025 to 19.11.2026, Crucially, no valid insurance policy covering third-party risks was produced or shown as in force on the date of the accident, 07.10.2025.

5. This Court is, therefore, satisfied that:

1. The offending vehicle, **TN.33.BK.4624**, 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, Suresh.

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 16.02.2026, which shows the value of the vehicle is **₹.1,80,000/-(Rupees One Lakh and Eighty 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 ₹1,80,000/- (Rupees One lakh Eighty Thousand only)** before this Court in connection with **Cr. No. 508 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.**