



“C.R”

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR.JUSTICE C.S.DIAS

MONDAY, THE 22ND DAY OF JUNE 2026 / 1ST ASHADHA, 1948

CRL.MC NO. 5070 OF 2026

CRIME NO.1293/2025 OF Mala Police Station, Thrissur

PETITIONER/CLAIM PETITIONER/ACCUSED:

THADEVOOS
AGED 55 YEARS
S/O.JOSEPH, KALLINGAL HOUSE, MURIYAD P.O., CHALAKUDY
TALUK, MUKUNDAPURAM TALUK, THRISSUR DISTRICT, PIN -
680683

BY ADVS.
SRI.N.L.BITTO
SMT.MITHUL T ANTO

RESPONDENT/STATE:

STATE OF KERALA
REPRESENTED BY THE SUB INSPECTOR OF POLICE, MALA POLICE
STATION, THROUGH THE PUBLIC PROSECUTOR, HIGH COURT OF
KERALA AT ERNAKULAM, PIN - 682031

OTHER PRESENT:

SR PP SRI C S HRITHWIK

THIS CRIMINAL MISC. CASE HAVING COME UP FOR ADMISSION ON
22.06.2026, THE COURT ON THE SAME DAY PASSED THE FOLLOWING:

**“C.R”****C.S.DIAS, J.**

CrI.M.C. No. 5070 of 2026

Dated this the 22nd day of June, 2026**ORDER**

The petitioner is the accused in Crime No.1293/2025 registered by the Mala Police Station, Thrissur, alleging the commission of the offences punishable under Sections 281 and 125(b) of the Bharatiya Nyaya Sanhita and Section 146 read with Section 196 of the Motor Vehicles Act ('Act', for short)

2. Alleging that the petitioner had driven his car bearing registration No. KL-45-W-0688 in a rash and negligent manner and hit against the motorcycle driven by the de facto complainant, who suffered grievous injuries, the Investigating Officer seized the vehicle, particularly for the reason that the vehicle did not have a third-party risks insurance policy. The vehicle is lying exposed to the vagaries of nature. Claiming interim custody of the vehicle, the petitioner filed Annexure-2 application before the Court of the Judicial First-Class Magistrate, Chalakkudy ("the learned Magistrate", for



brevity). The learned Magistrate, after calling for a valuation report from the Assistant Motor Vehicles Inspector, who valued the vehicle at Rs.3,77,000/-, by Annexure-5 order, has ordered the interim custody of the vehicle to be given to the petitioner, subject to the condition that he deposits Rs.3,77,000/- as cash security. Condition No. (1) in Annexure-5 order is onerous and unjustifiable.

3. I have heard the learned Counsel for the petitioner and the learned Public Prosecutor.

4. On going through the materials on record, it is undisputed that the petitioner's vehicle did not have a valid third-party risks insurance policy at the time of the accident.

5. In the above situation, Rule 391A of the Kerala Motor Vehicles Rules, 1989, is significant, and it reads as follows:

"Prohibition against release of motor vehicle involved in accident.-- (1) No Court shall release a motor vehicle involved in an accident resulting in death or bodily injury or damage to property, when such vehicle is not covered by the policy of insurance against third party risks taken in the name of owner or when the owner fails to furnish copy of such insurance policy despite demand by investigating police officer, unless and until the 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.



(2) Where the motor vehicle is not covered by a policy of insurance against third party risks, or when the owner of the motor vehicle fails to furnish copy of such policy in circumstance mentioned in sub-rule (1), or the owner fails to furnish sufficient security as provided in sub-rule (1), the motor vehicle shall be sold off in public auction by the Magistrate having jurisdiction over the area where accident occurred, on expiry of three months of the vehicle being taken in possession by the investigating police officer, and proceeds thereof shall be deposited with the Claims Tribunal having jurisdiction over the area in question, within fifteen days for the purpose of satisfying the compensation that may have been awarded, or may be awarded in a claim case arising out of such accident”.

(emphasis given)

6. The legislative mandate embodied in Rule 391A is, therefore, explicit. A vehicle involved in an accident-causing death, bodily injury or damage to property, and not covered by a valid third-party insurance policy, cannot be released to its owner unless adequate security is furnished to safeguard the interests of the victims by securing payment of any compensation that may ultimately be awarded. Failing such compliance, the statute obligates the Magistrate to initiate proceedings for the sale of the vehicle and to deposit the sale proceeds before the jurisdictional Claims Tribunal.

7. The underlying object of the Rule is both salutary and purposive. It seeks to ensure that victims of motor accidents are not left remediless merely because the offending vehicle



was uninsured. If an uninsured vehicle were released without insisting upon adequate security, the owner may, after several years have elapsed, plead inability to satisfy the award passed by the Claims Tribunal, by which time the vehicle itself would have substantially depreciated in value or become unavailable for realisation. The Rule, therefore, creates a statutory safeguard to protect the legitimate interests of accident victims.

8. The scope and purport of Rule 391A were considered by this Court in ***State of Kerala v. Sanith Jan [2023 (3) KLT 319]***, in the following lines:

“16. In view of the above discussion, it is held that the word ‘sufficient security’ in Rule 391A of the Rules means a security from which the amount, when awarded, can easily be recovered, that too without any further litigation. Ideally, a cash deposit or a bank guarantee or fixed deposit receipts or other modes of security from which the amount when awarded, can easily be recovered, should be the nature of security to be furnished under Rule 391A. Executing a bond for the amount directed cannot, in the circumstances, be treated as sufficient security.

17. In this context, it is necessary to observe that if the vehicle is released without obtaining a fresh valid insurance policy against third party risks, it would militate against the intention behind the Rule. Therefore, it would be appropriate that Magistrates insist on production of fresh valid insurance policy against third party risks before releasing the vehicle”.



9. In the light of the statutory scheme and the principles laid down in ***Sanith Jan*** (supra), I am unable to accept the contention that the condition imposed by the learned Magistrate directing deposit of cash security equivalent to the assessed value of the vehicle is either arbitrary or excessive. The condition is fully supported by the statutory mandate and cannot be characterised as onerous.

10. In ***Sunderbhai Ambalal Desai v. State of Gujarat [(2002) 10 SCC 283]***, the Honourable Supreme Court emphatically held that criminal courts should ordinarily release seized property at the earliest opportunity so as to prevent its deterioration and avoid unnecessary loss to the owner.

11. Therefore, it is equally well settled that seized vehicles should not be allowed to remain exposed to the elements for prolonged periods.

12. Harmonising the object of Rule 391A with the principles enunciated by the Honourable Supreme Court, I am of the considered opinion that while the petitioner must furnish adequate security, the requirement of cash security



alone may be suitably relaxed. The ends of justice would be adequately served by permitting the petitioner either to deposit the cash security as directed by the learned Magistrate or, in the alternative, to furnish immovable property security of sufficient value.

Accordingly, this Criminal Miscellaneous Case is disposed of with the following directions:

- (i) The petitioner shall be at liberty either to deposit the cash security stipulated in Condition No.(i) of Annexure-A5 order or, in the alternative, furnish as security an encumbrance-free immovable property having a minimum value of ₹10,00,000/- belonging either to the petitioner or to any of his blood relatives, subject to the satisfaction of the learned Magistrate.
- (ii) The owner of the immovable property shall execute a bond before the learned Magistrate undertaking that the property shall not be alienated, transferred, encumbered, sold or otherwise dealt with for a period of two years or until an order of attachment is passed by the jurisdictional Motor Accidents Claims Tribunal, whichever occurs earlier, so as to secure the prospective award that may be passed against the petitioner. He shall undertake to have a valid third-party risks insurance policy for the vehicle while the



vehicle is in his custody.

- (iii) Upon acceptance of the security and execution of the bond, the learned Magistrate shall forward a copy of this order together with the undertaking to the jurisdictional Motor Accidents Claims Tribunal for appropriate action.
- (iv) Upon compliance with the above conditions, the petitioner shall also comply with the remaining conditions, namely Condition Nos. (2) to (6), contained in Annexure-A5 order.
- (v) In the event the petitioner fails to furnish either the cash security or the alternative immovable property security within one month from the date of this order, the learned Magistrate shall proceed in accordance with Rule 391A(2) of the Kerala Motor Vehicles Rules, 1989.

Sd/-

C.S.DIAS, JUDGE

rkc/dkr



APPENDIX OF CRL.MC NO. 5070 OF 2026

PETITIONER ANNEXURES

- Annexure-1** A TRUE COPY OF THE FIR IN CRIME NO.1293 OF 2025 OF MALA POLICE STATION DATED 5/12/2025
- Annexure-2** A TRUE COPY OF THE CLAIM PETITION CMP. 10950 OF 2025 IN CRIME NO.1293 OF 2025 OF MALA POLICE STATION DATED 24/12/2025
- Annexure-3** A TRUE COPY OF THE OBJECTION FILED BY THE RESPONDENT DATED 31/12/2025
- Annexure-4** A TRUE COPY OF THE ASSESSMENT REPORT FILED BY THE ASSISTANT MOTOR VEHICLE INSPECTOR, RTO, CHALAKUDY DATED 19/1/2026
- Annexure-5** A TRUE COPY OF THE ORDER IN MP.10950 OF 2025 IN CRIME NO.1293 OF 2025 OF MALA POLICE STATION DATED 2/2/2026