



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on: 28.01.2026

Pronounced on: 20.02.2026

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THE HONOURABLE MR.JUSTICE P.B.BALAJI

CRP. No.394 of 2026

- 1.Sundaram
- 2.Nalli alias Nallammal
- 3.Rajammal
- 4.Kamatchi
- 5.Jayammal
- 6.Jagadambal alias Jagadhi
- 7.Pavalammal

Petitioner(s)

Vs

- 1.K.Varadharajan
- 2.The New Premier Assurance Company Ltd.,
Salem
(Not in existence now)
- 3.Perumal Gounder

Respondent(s)

PRAYER: This Civil Revision Petition is filed under Section 227 of the Constitution of India, to direct the learned Principal District Court at Salem cum Motor Accident Claims Tribunal to number the I.A. SR. No.19295 of 2022 in M.C.O.P. No.36 of 1972 and pass appropriate orders for cancellation of the security document dated 29.08.1977 registered as Document No.1758 of 1977 at the Sub Registrar's Office, Mecheri.

For Petitioners : Mr.I.Inian



ORDER

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This revision petition has been filed by the legal representatives of one Muthusami who gave security of his immovable property for release of compensation in a motor accident case.

2. I have heard Mr.I.Inian, learned counsel for the revision petitioners.

3. The learned counsel for the petitioners would state that the petitioners are legal heirs of Muthusami, who was a close relative of the claimants in MCOP.No.36 of 1972, before the Motor Accidents Claims Tribunal cum Principal District Judge, Salem. In the said claim proceedings before the Tribunal, two minor sons were also found entitled for compensation. As the two sons were minors, their proportionate share was directed to be deposited in Court. Their mother, as guardian, sought for withdrawing the amounts as she was not in a position to maintain and educate her minor children. The said application was allowed by the Tribunal, directing production of security for the release of the amount. It is in this context that the said Muthusami, who was closely related to the deceased, came forward, voluntarily, to offer his properties as security to enable the widow of the deceased to withdraw the amounts lying in Court deposit, so that she could take care of the minor children.



4. Upon offering his properties as security, the Tribunal ordered payment out and the security deed executed by Muthusami on 29.08.1977 was also directed to be registered. It was thereafter registered in Doc.No. 1758 of 1977 on the file of the Sub-Registrar, Mecheri. The learned counsel would state that, subsequently the minor claimants have also become majors and even the widow of the deceased, who died in the motor accident, namely Govindammal, also died on 15.08.2019. The person who gave security, Mr. Muthusami, under whom the petitioners claimed, also died on 06.04.2014. However, when the petitioners wanted to deal with the property inherited by them from the said Muthusami, they were shocked to find the encumbrance certificate reflecting the security deed, coming in the way of their dealing with their property. The Sub-Registrar, Mecheri has refused to entertain any registration in respect of the subject properties and has directed the petitioners to get the security deed cancelled by getting suitable orders from the District Court, Salem.

5. The learned counsel for the petitioners would state that in an attempt to cancel the security deed, the petitioners also moved the District Court, Salem and filed IA.SR.No.19295 of 2022, along with separate affidavits of the petitioners, besides enclosing affidavits of the then minors, who have now become majors, stating that they have no objection for the cancellation of the security deed. The death certificate of Muthusami and his legal heirship certificate have also been enclosed along with the said petition. Unfortunately,



the learned Principal District Judge has refused to entertain the said application and has been repeatedly returning the said application for compliances. Though compliances have been reported, the Court has repeatedly returned the application, despite bringing it to the notice of the Principal District Court that the Insurance Company, viz., New Premier Assurance Company Limited, Salem, is no longer existing and it is not possible to serve the said Insurance Company.

6. On hearing the learned counsel for the petitioners, Mr.I.Inian, and also finding serious prejudice being caused to the petitioners, for no fault of theirs, I had called for a report from the learned Principal District Judge, Salem. In compliance with my order, the Learned Principal District Judge, Salem in D.No.949 of 2026 dated 05.02.2026 has sent a report stating that the records pertaining to MCOP.No. 36 of 1972 are not available as old records have been destroyed as permitted by Gazette Notification No.13 dated 28.03.1996. The Learned Principal District Judge has also stated that there is nothing available to ascertain whether the original security cum guarantee deed was entrusted to the Court by Mr.Muthusamy on behalf of the minors.

7. Thus, it can be seen from the report of the learned Principal District Judge that the Court is not in a position today to even ascertain the existence of the original security cum guarantee deed dated 29.08.1977, registered as



document number Doc.No. 1758 of 1977, on the file of the Sub-Registrar, Mecheri. The petitioners who are the lawful owners of the subject properties, having inherited the same being Class 1 legal representatives of the deceased Muthusami who had offered security of these properties, cannot be left high and dry.

8. The security itself was offered only as a measure of caution before releasing the compensation amount payable to the minors. The compensation payable to the then minors was arising out of accident proceedings. The minors have long since become majors and the Insurance Company which also met the claim awarded by the Tribunal has also closed shop and they are no longer in business. The whereabouts of the original security deed are also not known as the Court records have been destroyed in terms of the decision taken and gazetted in Gazette Notification No.13 dated 28.03.1996.

9. In light of the above, I am of the considered opinion that the legal representatives of Muthusami, who voluntarily came forward to aid payment out of the compensation amounts in a motor accident claim, to enable the widow of the deceased who died in the motor accident, to maintain her minor sons and he himself having subsequently, passed away and the subject properties being inherited by the petitioners, the petitioners cannot be forced to run from pillar to post to exercise their legitimate right, title and interest over



the subject properties. Even if the application in IA.SR.No. 19295 of 2022 is entertained by the learned Principal District Judge (Motor Accident Claims Tribunal), Salem, the Court will not be in a position to direct a cancellation of the security cum guarantee deed.

10. The purpose of the security cum guarantee deed itself was that if the minors make any claims against their mother, the widow of the deceased, by permitting her to withdraw the amounts due to the minors, then the property of Muthusami would be proceeded against. The petitioners have filed affidavits of the then minors who have now attained majority expressing no objection. Therefore, there can be no impediment for the security cum guarantee deed being withdrawn.

11. The order in this revision cancelling the security cum guarantee deed would sufficiently negate the encumbrance reflected, namely, the security cum guarantee deed being registered as document number 1758 of 1977, thereby paving the way for the petitioners to deal with their property, in any manner they may deem fit.

12. Hence, invoking the extraordinary powers under Article 227 of the Constitution of India and especially considering the peculiar and unique facts and circumstances of this case, I allow the revision, on the following terms:



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(i) The security cum guarantee deed executed on 29.08.1977, duly registered as Doc.No.1758 of 1977 on the file of the Sub-Registrar, Mecheri in Book 1 Volume 741 and Pages 279 to 282 is declared as cancelled.

(ii) Consequently, the property offered as security by late Muthusami, being half-share in lands measuring 1.38 acres, comprised in survey numbers 221/2, 221/4 and 221/9 of Kuttapatti village, Mettur Taluk stand released from all security and charge.

(iii) The petitioners are at liberty to have this order registered before the Sub-Registrar, Mechery, at their own costs.

13. In fine, this Civil Revision Petition is allowed with the above directions. No costs.

20.02.2026

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Neutral Citation Case : Yes/No

Internet: Yes/No

Index : Yes/No

To:

The Principal District Court cum Motor Accident Claims Tribunal,

Salem



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P.B.BALAJI, J.,

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Pre-delivery order in
CRP. No.394 of 2026

20.02.2026