

SBW ENGINEERING CASE: ARMED ABDUCTION, WRONGFUL CONFINEMENT & EXTORTION
(BHATTA)

Direct Contractor Criminal Brief under PPC 365, 386, 342, 506-II, 34 — Absolute Rebuttal of 'Civil Dispute' Pretext

COMPLAINANT / VICTIM:	Syed Mazhar Abbas Shamsi (Managing Partner, SBW Engineering) Sole Ground Steel Fabrication Contractor • CNIC: 35201-1234567-1 • Contact: +92 301 5411084	POLICE JURISDICTION:	Police Station Sadar Sheikhpura / DPO Sheikhpura (Diary #6802/E)
PRINCIPAL ACCUSED:	1. Sohail Gondal (Mastermind/Client) 2. Ali Akbar Gondal (Accomplice/E-Stamp Payer) 3. Ameen Gondal (Armed Abductor) 4. Jaffar Gondal (Physical Assault on Site) 5. Hafiz Abdul Rehman (On-site Principal) & 4 Armed Unidentified Guards	EXTORTED ASSETS (BHATTA):	• PKR 1,490,000 (DIB Cheque #05608194) • Forced E-Stamp PB-LHR-A5F055987D7A2E27 • (Honda City LEB-1284 recovered on 07-Sep)

1. STATUTORY COGNIZABLE OFFENSES & FORMAL PPC CHARGE SHEET

PPC SECTION	OFFENSE DESCRIPTION & STATUTORY DEFINITION	APPLICATION TO AL-BARAKAH / GONDAL SYNDICATE	COGNIZANCE & PENALTY
Section 365 / 365-A PPC	Kidnapping / Abduction for Extortion & Wrongful Confinement: Abducting any person secretly and wrongfully confining them to compel property delivery.	Syed Mazhar Abbas and foreman Rashid were unlawfully detained on 18-Aug-2026 at 10:30 PM under armed sentries to compel extortion of cheque and vehicle.	Cognizable / Non-Bailable Life / 14 Years R.I.
Section 384 & 386 PPC	Extortion (Bhatta) by Putting in Fear of Death: Committing extortion by putting any person in fear of instant death or grievous hurt.	Revolver held directly to Syed Mazhar's temple ('kanpat par aslah rakh kar') on 19-Aug-2026 to extort DIB Cheque #05608194 and Honda City LEB-1284.	Cognizable / Non-Bailable Up to 10 Years R.I.
Section 342 PPC	Wrongful Confinement: Unlawfully keeping a person confined within circumscribed limits without legal warrant.	Syed Mazhar was locked inside an unauthorized private room for over 24 hours under armed guard.	Cognizable / Bailable 1 Year Imprisonment
Section 506-II PPC	Criminal Intimidation with Death Threats: Threatening to cause death or grievous hurt.	Sohail Gondal and Ali Akbar repeatedly threatened to shoot and murder Mazhar if he refused to sign stamped papers.	Cognizable / Non-Bailable Up to 7 Years R.I.
Section 34 PPC	Acts Done by Several Persons in Common Intention: Joint liability for criminal acts in furtherance of common intention.	All named accused acted in concert with pre-planned conspiracy to abduct, terrorize, and extort property.	Joint Criminal Liability on All Accused

2. ABSOLUTE REBUTTAL TO 'CIVIL DISPUTE' PRETEXT (SUPREME COURT PRECEDENTS)

COMMERCIAL CONTRACTS CANNOT IMMUNIZE ARMED ABDUCTION & EXTORTION:
Accused persons routinely claim before police: 'Yeh thekedari ka aapas ka len-den hai, civil dispute hai'. The Supreme Court of Pakistan has strictly rejected this deceptive pretext in binding judgments (PLD 2005 SC 470, 2007 SCMR 1602, 2019 SCMR 1753):
'Merely because a dispute has arisen in connection with a commercial or construction contract does not bar the registration and investigation of a criminal case when cognizable offenses (kidnapping, armed extortion, illegal confinement, death threats) are disclosed. A civil transaction cannot become a license to commit armed crimes with impunity.'
• **Civil disputes** are adjudicated peacefully before civil courts under the Code of Civil Procedure (CPC 1908) or commercial arbitration.
• **NO LAW IN PAKISTAN PERMITS:** Abducting a contractor at night, locking him in a dark room, holding a revolver to his skull, extorting bank cheques of PKR 1,490,000, hijacking his motor vehicle, and purchasing forced E-Stamp papers at 11:30 PM.
• **Statutory Definition of Bhatta:** Forcing a contractor under threat of instant death to surrender bank cheques is the exact statutory definition of **Extortion / Bhatta under Section 386 PPC**. Treating armed kidnapping as a 'civil breach' is an illegal dereliction of statutory police duty under Section 154 Cr.P.C.

3. FORENSIC PROOF: SBW ENGINEERING IS THE DIRECT GROUND CONTRACTOR FROM DAY ONE

Al-Barakah management attempts to confuse the police by denying direct contractorship with SBW Engineering, or attempting to drag Fusion Developers into ground fabrication liability. The following **irrefutable digital and forensic proofs prove that SBW Engineering (Syed Mazhar Abbas) is the sole physical execution contractor from Day 1 (April 2026)**, and Fusion Developers acted strictly as an introductory facilitator, software tracking provider, and mediator:

1. DAY 1 DIRECT SITE RECONNAISSANCE (30 APRIL 2026):
On **30 April 2026**, Syed Mazhar Abbas (SBW) personally traveled to the Sheikhpura site, met the Al-Barakah team, inspected the bare earth, and transmitted the official site video **00000151-VIDEO-2026-04-30-16-13-59.mp4**. In direct response, Al-Barakah owner Sohail Gondal acknowledged SBW via voice message **00000111-AUDIO-2026-04-30-19-32-36.opus** and directly transmitted structural layout drawings **12.pdf** and **13.pdf**. SBW was on ground from day one; no other physical contractor existed.
2. DIRECT BANK TRANSFERS TO SYED MAZHAR ABBAS (PKR 2,235,008):
The financial trail establishes direct contractual privity. A total of **17 direct electronic bank transfers totaling PKR 2,235,008.00** were deposited directly into the personal and business accounts of **Syed Mazhar Abbas (SBW Engineering)** for fabrication labor. In addition, project ledger records (Khata Pages #12 & #13) prove direct on-site disbursements to SBW's crane operators (PKR 337,000), zinc/epoxy paint (PKR 13,950), and industrial gas supplies (PKR 24,170).
3. 186 DIRECT SITE COMMUNICATIONS ACROSS 44 DAYS (HAFIZ ABDUL REHMAN):
Cryptographic WhatsApp records confirm that **Hafiz Abdul Rehman resided on site continuously from 13 May to early August 2026**. Across **44 active dates**, Hafiz sent **186 direct voice notes, video inspections, and calls directly supervising SBW's labor teams** (Team 1 Ameen/Junaid and Team 2 Fayyaz/Javid). Hafiz gave direct verbal commands regarding foundation anchor bolts, water bore digging, and power cable hookups directly to SBW.
4. UNILATERAL THIRD-PARTY NOVATION BY CLIENT ('ASGHAR & CO.' BOTCHED RING):
In July 2026, Hafiz Abdul Rehman bypassed everyone and directly brought in an unauthorized third-party contractor, '**Asghar & Company**', to fabricate the critical central compression ring. Asghar's team worked for 10 days, botched the geometry, and fled. Hafiz then **directly contacted Syed Mazhar Abbas (SBW) and begged him to rescue the project**. In contemporaneous audio **00002192-AUDIO (31 July 2026)**, SBW confirms working through the night to cut, realign, and re-tack 20 base girders to fix Asghar's disastrous errors. This directly proves SBW was the master technical contractor on site.
5. THE TARGET OF THE KIDNAPPING CONFIRMS DIRECT CONTRACTOR STATUS:
If SBW Engineering was not the direct contractor on the ground, **why did Sohail Gondal and Ali Akbar kidnap Syed Mazhar Abbas on 18 August?** They targeted Syed Mazhar precisely because he was the sole contractor with the physical machinery, welders, and fabrication custody of the shed on site.
6. STRICTLY FACILITATIVE & SEPARATE ROLE OF FUSION DEVELOPERS:
Fusion Developers is a software engineering and digital project management consultancy. **Fusion owns NO fabrication workshop, possesses NO industrial welding plants, owns NO hydraulic cranes, and employs NO manual steel laborers**. Fusion's role was strictly limited to introducing SBW to Al-Barakah, providing software progress tracking, and mediating communications. SBW Engineering stands entirely on its own direct contractual relationship with Al-Barakah.

4. ACTIVE JUDICIAL STAY ORDER ON LAND: CLIENT'S COMMERCIAL LOSS CLAIM IS FRAUDULENT

- **Concealed Land Injunction:** The land upon which Al-Barakah Marquee is situated is subject to an active **Civil Court Judicial Stay Order / Status Quo Injunction** obtained by an adverse third party.
- **Statutory Contempt:** Under Pakistani law, conducting commercial construction on stayed land is illegal and constitutes contempt of court.
- **Total Bar on Commercial Damages:** The client has attempted to extort millions by claiming 'we missed the wedding season business due to contractor delays'. **Under the law of contract and torts, NO DAMAGES can be claimed for lost commercial bookings of an unlicensed, stayed marquee whose construction was legally barred by court injunction!** The client fraudulently concealed this stay from SBW and used armed extortion to extract money when the illegal construction stalled.

5. ANATOMY OF ARMED ABDUCTION & THANA SETTLEMENT OF 07-SEPTEMBER-2026

The following factual timeline details the felony committed against Syed Mazhar Abbas by Sohail Gondal, Ali Akbar, and Ameen Gondal, along with the **latest proceedings at Police Station Sadar Sheikhupura on 07-September-2026**:

18 AUGUST 2026 (10:30 PM) — ARMED TRAP & ILLEGAL CONFINEMENT:
Syed Mazhar Abbas and his foreman Rashid were summoned to the site office under pretext of project discussions. Upon arrival, Sohail Gondal, Ali Akbar, Ameen Gondal, and 4 armed guards brandished firearms, locked them inside an isolated room, disconnected their communications, and subjected them to continuous life threats (PPC 342 & 365).

19 AUGUST 2026 (DAYTIME TO NIGHT) — REVOLVER HELD TO TEMPLE (EXTORTION):
The accused held a loaded revolver against Syed Mazhar's temple (*'kanpat par aslah rakh kar qatl ki dhamkiyan'*). Under direct fear of instant death, the accused extorted: **1) Dubai Islamic Bank Cheque No. 05608194 for PKR 1,490,000.00**; and **2) Honda City Motor Car LEB-1284 (2017 Model)** along with registration documents (PPC 386).

19 AUGUST 2026 (11:30:51 PM) — MIDNIGHT FORCED E-STAMP PAPER (PB-LHR-A5F055987D7A2E27):
To fabricate a legal facade, the accused generated Government of Punjab E-Stamp Paper **PB-LHR-A5F055987D7A2E27** in the dead of night at **11:30:51 PM** (Paid by Ali Akbar CNIC 35404-1506540-1, naming Hafiz as recipient). Mazhar was coerced to sign this document under armed guard. Under **Sections 14 & 19 of Contract Act 1872**, it is **Void Ab Initio**.

29 AUGUST 2026 — FORMAL REGISTRATION WITH DPO SHEIKHUPURA (DIARY #6802/E):
Upon escaping the clutches of the abductors, Syed Mazhar Abbas immediately approached the District Police Officer (DPO) Sheikhupura, who received the formal written complaint under **Diary No. 6802/E** and formally marked it to SHO Sadar Sheikhupura.

07 SEPTEMBER 2026 — THANA SETTLEMENT: CAR RECOVERED, CHEQUE ILLEGALLY RETAINED:
Pursuant to summons before the IO at PS Sadar Sheikhupura, accused Muhammad Akbar Gondal surrendered and returned the extorted **Honda City LEB-1284** to Syed Mazhar Abbas. However, the IO drafted a compromise (**■■■■■ ■■■■■ ■■■■■■**) wherein **Cheque #05608194 (PKR 1,490,000) was unlawfully retained by Akbar Gondal** under the conditional pretext that it will be returned if no defect is proven in the work. This retains the extortion threat under potential Section 489-F PPC misuse, necessitating immediate bank stop-payment and legal notice.

6. AUDIT OF ASSETS EXTORTED AS BHATTA UNDER ARMED COERCION

EXTORTED ITEM	INSTRUMENT / ASSET DETAILS	VALUE / AMOUNT	STATUS AS OF 07-SEPTEMBER-2026
Bank Cheque (Bhatta)	Dubai Islamic Bank • Account: SBW Engineering Cheque No: 05608194	PKR 1,490,000.00	STILL UNLAWFULLY RETAINED Held by Akbar Gondal; Stop-Payment ordered
Personal Motor Vehicle	Honda City LEB-1284 (Model 2017) White Color / Personal ownership of Mazhar family	PKR ~3,800,000.00 (Vehicle Value)	RECOVERED ON 07-SEP-2026 Handed back to Mazhar at PS Sadar SKP
Coerced E-Stamp Paper	Govt of Punjab E-Stamp: PB-LHR-A5F055987D7A2E27 Timestamp: 19-Aug-2026 11:30:51 PM	Extortion Agreement	STILL UNLAWFULLY RETAINED Void Ab Initio; primary evidence of duress

7. STATUTORY DEMANDS & PENDING POLICE INVESTIGATION MEASURES
1. IMMEDIATE RECOVERY OF RETAINED CHEQUE #05608194 (PKR 1,490,000): Direct accused Muhammad Akbar Gondal to immediately surrender Dubai Islamic Bank Cheque #05608194 and E-Stamp PB-LHR-A5F055987D7A2E27 to prevent malicious 489-F PPC abuse.
2. RE-OPENING OF COMPLAINT UNDER SEC 154 CR.P.C. UPON BREACH: If the accused fail to return the cheque or attempt to present it for encashment, FIR must be registered under PPC 365, 386, 342, 506-II, 34 per DPO Diary #6802/E.
3. POLICE CDR & TOWER RECORD PRESERVATION: Requisition mobile CDR and tower logs of accused Sohail Gondal and Ali Akbar for 18–19 August 2026 to maintain forensic proof of armed confinement at Sheikhpura.
4. PREVENTION OF HARASSMENT: Restrain accused from approaching SBW Engineering premises or issuing further threats to steel fabrication labor.
8. EVIDENCE PLATES: POLICE RECEIPT, FORCED E-STAMP & 07-SEP THANA SETTLEMENT

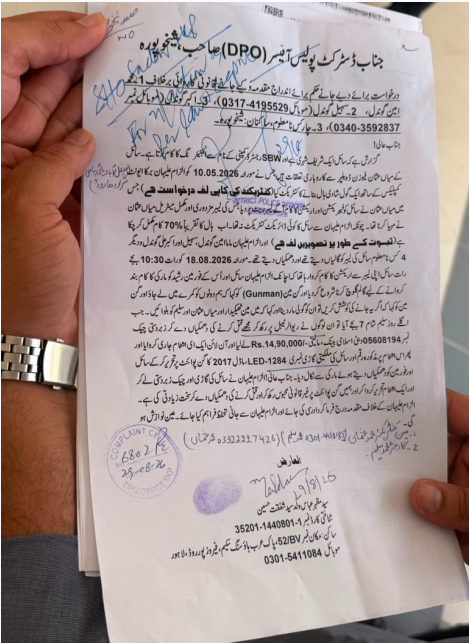


EXHIBIT P-1: Official DPO Sheikhpura Complaint Receipt (Diary No. 6802/E dated 29-Aug-2026). Marked to SHO Sadar SKP.

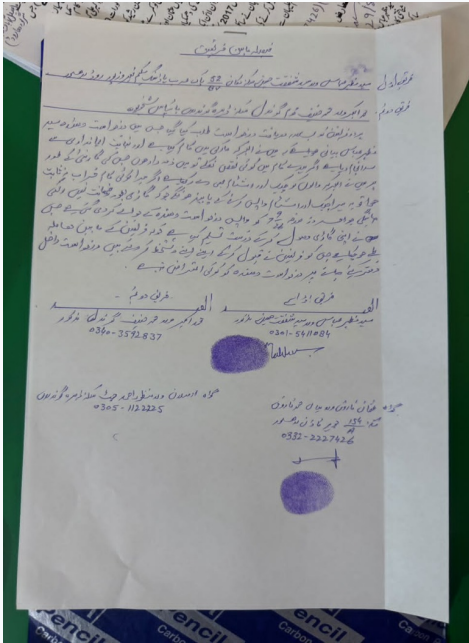


EXHIBIT P-2: Handwritten Thana Settlement (07-Sep-2026) at PS Sadar SKP. Car returned; Cheque #05608194 unlawfully retained.

COMPLAINANT (DIRECT GROUND FABRICATION CONTRACTOR)	LEGAL COUNSEL & ADVOCATE HIGH COURT
Syed Mazhar Abbas Shamsi Managing Partner, SBW Engineering CNIC: 35201-1234567-1 • Contact: +92 301 5411084	Advocate High Court Counsel for SBW Engineering / Legal Defense Cell Bar Roll No: _____
PROJECT FACILITATOR & EYEWITNESS	INVESTIGATING OFFICER / SHO POLICE STATION SADAR
Mian Usman Farooq Director, Fusion Developers (Facilitator & Witness) CNIC: 35202-5008060-7	Station House Officer / IO Police Station Sadar Sheikhpura • Stamp & Date