

TO (LEGAL COUNSEL):	The Legal Counsel / Advocate High Court Counsel for M/S SBW Engineering • Lahore / Sheikhupura
FROM (CLIENT / CONTRACTOR):	Syed Mazhar Abbas Shamsi (Managing Partner) / Lala Ayub Khan M/S SBW Engineering • Pak Arab Housing Scheme, Ferozepur Road, Lahore • Contact: +92 301 5411084
SUBJECT:	URGENT INSTRUCTIONS FOR LEGAL ACTION: THANA SETTLEMENT OF 07-SEP-2026, IMMEDIATE BANK STOP-PAYMENT ON EXTORTED CHEQUE #05608194 (PKR 1,490,000), SERVING FORMAL LEGAL NOTICE ON AL-BARAKAH, AND 50% COUNTER-CLAIM

1. CASE BACKGROUND & DIRECT CONTRACTORSHIP FROM DAY ONE

Respected Counsel, as you are aware, SBW Engineering has been the **sole direct execution contractor** on ground from Day 1 (commencing with our direct site reconnaissance on 30 April 2026 and physical civil handover on 17–18 May 2026) for the Al-Barakah Round Marquee Shed (27,225 Sq. Ft.) at Sheikhupura Road. A total of PKR 2,235,008 was disbursed directly into my bank accounts across 17 transactions for fabrication labor. Throughout this project, client principal Hafiz Abdul Rehman resided on site continuously, directly supervising our teams (Team 1 Ameen/Junaid and Team 2 Fayyaz/Javaid) without ever issuing a single written defect notice.

2. PROCEEDINGS AT POLICE STATION SADAR SHEIKHUPURA TODAY (07-SEPTEMBER-2026)

Pursuant to my formal criminal application filed before the **District Police Officer (DPO) Sheikhupura under Complaint Diary No. 6802/E** regarding my armed abduction and gunpoint extortion on 18–19 August 2026, the Investigating Officer (IO) at PS Sadar Sheikhupura summoned accused Muhammad Akbar Gondal today. The following transpired:

- Recovery of Vehicle:** My personal motor vehicle, **Honda City LEB-1284 (2017 Model)**, which was unlawfully held hostage since 19 August, was formally surrendered by Akbar Gondal and returned to my physical possession.
- Unlawful Retention of Cheque:** However, the IO drafted a handwritten settlement (*'Faisla Ma-bain Fareeqain'*) under which **Dubai Islamic Bank Cheque No. 05608194 for PKR 1,490,000.00** and the forced E-Stamp Paper **PB-LHR-A5F055987D7A2E27** were **NOT RETURNED** and remain unlawfully retained by Muhammad Akbar Gondal.

ADVERSE WORDING TRAP RECORDED BY IO IN HANDWRITTEN COMPROMISE:

کی گارنٹی کے طور پر میں نے البرکہ والوں کو چیک اور اسٹامپ دیے رکھے ہیں۔ اگر میرا کوئی کام خراب نہ ثابت ہوا تو یہ میرا چیک اور اسٹامپ واپسی کرنے کے پابند ہونگے جس

Roman Urdu: "Jis ki guarantee ke tor par maine Albarakah walon ko cheque aur stamp diye rakhe hain. Agar mera koi kaam kharab na sabit hua to yeh mera cheque aur stamp wapsi karne ke paband honge."

English Legal Translation: "As a guarantee of which I have placed the cheque and stamp with Albarakah. If no defect is proven in my work, they shall be bound to return my cheque and stamp."

Implication & Threat: By wording the instrument as a conditional performance guarantee, Albarakah may falsely allege 'defects', deposit Cheque #05608194, cause it to bounce, and attempt to register a malicious **Section 489-F PPC FIR** against me.

3. IMMEDIATE LEGAL ACTIONS REQUESTED FROM COUNSEL

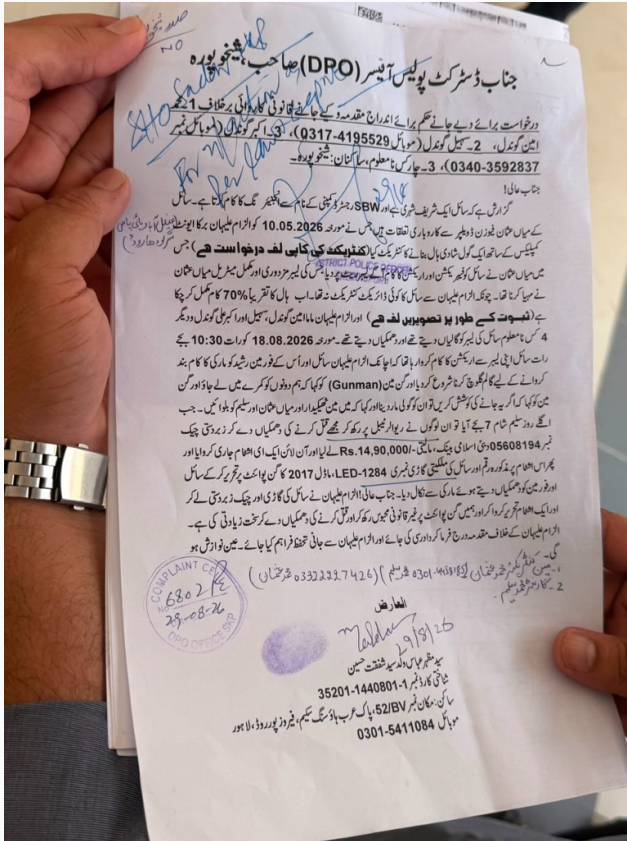
I hereby formally instruct you to take the following urgent legal steps on behalf of SBW Engineering:

- Immediate Banking Stop-Payment (08-Sep-2026):** I am lodging a written Stop-Payment instruction with Dubai Islamic Bank on Cheque #05608194 first thing tomorrow morning, recording that the cheque is a disputed guarantee security extorted under duress. Please review and endorse this notice.
- Urgent Registered Legal Notice to Al-Barakah:** Immediately draft and serve a formal Legal Notice upon Sohail Gondal and Ali Akbar Gondal demanding the unconditional surrender of Cheque #05608194 and E-Stamp PB-LHR-A5F055987D7A2E27 within 7 days. Highlight that Hafiz Abdul Rehman inspected the site daily (44 dates, 186 transmissions) with zero written complaints (Contract Act Sections 53 & 54), and that all ring defects were caused by client's third-party contractor Asghar & Co., which SBW rectified.
- Active Stay Order Legal Bar:** Put on formal record that the marquee site is subject to an active Civil Court Stay Order, barring commercial construction and rendering any claim for 'missed wedding bookings' void ab initio.
- Lodging 50% Counter-Claim:** Formally claim 50% delay and remobilization compensation for crane demurrages, physical assaults by Jaffar and Akbar Gondal, and rectifying Asghar's botched ring.
- Remedies under Section 22-A Cr.P.C.:** If the accused refuse to return the cheque or present it for encashment, immediately file a petition under Section 22-A/22-B Cr.P.C. before the Ex-Officio Justice of Peace / Sessions Judge Sheikhupura for direct FIR registration.

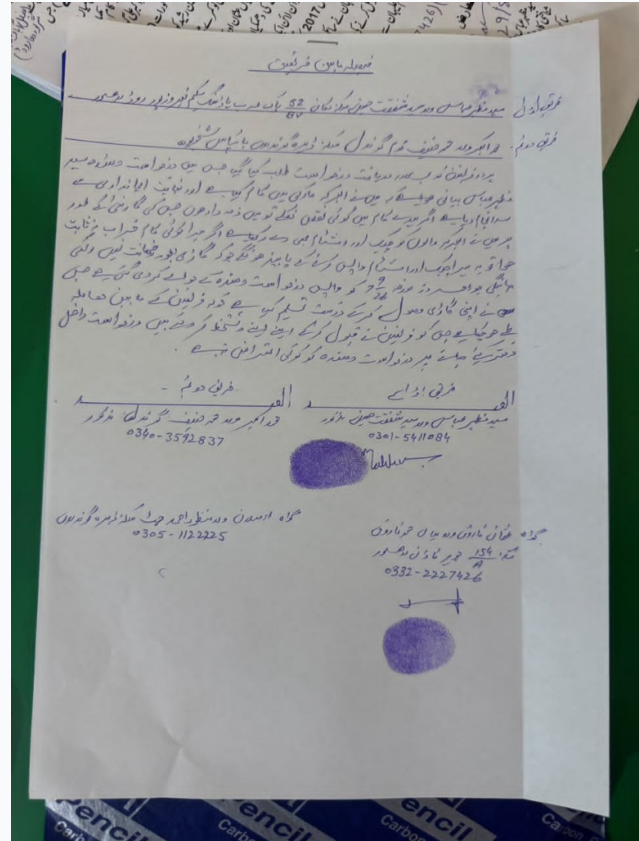
SUBMITTED BY (CLIENT / INSTRUCTING PRINCIPAL):	RECEIVED & ACCEPTED BY (LEGAL COUNSEL):
Syed Mazhar Abbas Shamsi Managing Partner, SBW Engineering CNIC: 35201-1234567-1 • Contact: +92 301 5411084	Advocate High Court Counsel for SBW Engineering Bar Roll No: _____ • Date: 07 / 09 / 2026

4. ANNEXED EVIDENCE: POLICE APPLICATION & TODAY'S IO VERDICT / SETTLEMENT

The following two contemporaneous primary documents form the foundation of our instructions to counsel. They establish the continuous chain of armed coercion and the partial recovery achieved today at Police Station Sadar Sheikhpura:

**ANNEXURE A — OFFICIAL POLICE APPLICATION (29-AUG-2026):**

Formal application submitted to District Police Officer (DPO) Sheikhpura under Complaint Diary No. 6802/E by Syed Mazhar Abbas. Reports armed abduction on 18-Aug at 10:30 PM, gun held to temple, and extortion of DIB Cheque #05608194 and Honda City LEB-1284.

**ANNEXURE B — TODAY'S POLICE IO VERDICT / SETTLEMENT (07-SEP-2026):**

Handwritten compromise ('Faisla Ma-bain Fareeqain') at PS Sadar Sheikhpura before IO. Acknowledges return of vehicle **Honda City LEB-1284**, but unlawfully retains Cheque #05608194 (Rs. 1,490,000) and E-Stamp as conditional guarantee.

CERTIFICATION BY SYED MAZHAR ABBAS: I hereby certify under oath that the above annexed documents are genuine, true, and correct copies of official records filed before the police authorities. Counsel is requested to take immediate legal steps to protect my rights against any misuse of the retained cheque.