

OFFICIAL FACTUAL STATEMENT ON PROJECT DELAYS, SITE REALITIES & COUNTER-CLAIMS

Comprehensive Chronological Rebuttal to Allegations of Delay & Missed Business Raised by Al-Barakah

PROJECT:	Al-Barakah Round Marquee PEB Shed (27,225 Sq. Ft.)	EXECUTION DATE:	September 2026
LOCATION:	Al-Barakah Event Complex, Sheikhpura Road	CONTRACT DATE:	18 April 2026 (PKR 4,083,750 Labour)
CONTRACTOR:	SBW Engineering (Syed Mazhar Shamsi / Lala Ayub)	CLIENT:	Al-Barakah Protection / Event Complex
COORDINATOR:	Fusion Developers (Mian Usman Farooq)	CLIENT PRINCIPALS:	Hafiz Abdul Rehman, Sohail Gondal, Akbar, Jaffar

1. EXECUTIVE SUMMARY & JURISDICTIONAL REFUTATION

This official statement is formally rendered by SBW Engineering (Steel Buildings Works) to set the record straight before Investigating Police Authorities and Judicial Courts. The client, Hafiz Abdul Rehman, has alleged that delays in the marquee erection were caused solely by SBW and Fusion Developers, resulting in alleged commercial losses during the wedding season. SBW conclusively refutes this claim as an outright fabrication. The project suffered compounding delays caused entirely by the client's civil defaults, physical assaults by client family members, criminal hostage-taking of welders, unilateral interference through botched third-party contractors, and an underlying active judicial stay order on the land itself.

2. ACTIVE JUDICIAL STAY ORDER ON SITE LAND (ABSOLUTE LEGAL BAR)

CRITICAL LEGAL REALITY: COMMERCIAL LOSS CLAIMS ARE VOID AB INITIO UNDER LAW

- Active Court Injunction:** The marquee site location is subject to an active **Judicial Stay Order / Injunction** obtained by an adverse third party.
- Statutory Contempt & Illegality:** Under Pakistani law, carrying out commercial construction on land subject to an injunction is illegal (*status quo* violation) and constitutes contempt of court.
- Legal Bar to Damages:** A claimant cannot legally claim damages for 'missed wedding season bookings' or lost commercial profits on a structure whose construction, completion, and commercial operation were legally barred by court injunction.
- Client Pressure:** Client repeatedly stopped work due to the legal stay, and later coerced SBW to resume erection illegally under immense pressure.

3. PHASE 1: SITE HANDOVER, DEMARCATION & INFRASTRUCTURE DEFAULTS (MAY 2026)

- Civil Work Commencement:** Civil operations commenced on 17–18 May 2026.
- Demarcation Delay (7–8 Days):** The client failed to provide timely physical site boundary demarcation, stalling the layout for over a week.
- Water Bore Non-Availability (4–5 Days):** The site water bore was completely non-functional, halting all civil mixing and site preparations for 4 to 5 days.
- Electricity & Heavy Power Cable Failure (2–3 Days):** Providing 3-phase heavy industrial power for welding machines was the client's sole responsibility. The client failed to provide the necessary cable, and connections were delayed 2–3 days through the client's designated electrician.
- Forced Material Double-Handling (2 Days):** Because electricity was unavailable at the actual marquee plot, the first delivery of HR steel coils and plates had to be unloaded, reloaded, and shifted to an adjacent site, costing 2 additional days of double handling.
- Failure to Provide Shaded Workshop & Living Quarters:** Client failed to provide the contracted shaded fabrication area and living quarters. SBW had to arrange independent premises and bills, which were billed on 30 June 2026 (*Rent of House: PKR 30,000; Electric Bill: PKR 9,000*).

4. PHASE 2: PHYSICAL ASSAULTS & UNLAWFUL LABOUR EXPULSIONS

- Expulsion of Team 1 (Junaid & Ameen Weldar):** Client representative Mr. Jaffar repeatedly engaged in aggressive physical fights with Team 1 welders (Ameen Weldar: +92 308 7820823, Son Junaid: +92 306 1130042). Due to severe physical threats, Team 1 completely abandoned the site.
- Eid-ul-Adha Nationwide Stoppage (10–12 Days):** Nationwide holiday shutdown mid-June 2026 halted transport, gas cylinder supply, and labour movement.
- Expulsion of Team 2 (Fayyaz & Javaid, Contractors):** After Eid, Team 2 arrived under Fayyaz and Javaid (Fabricator/Contractor). Within one week, Akbar Gondal violently confronted Team 2 and physically expelled them from the marquee, halting all progress for 4–5 days. Shortly after returning, Jaffar again assaulted fabricator Javaid.

5. PHASE 3: CRANE MOBILIZATION & INCOMPLETE BACKFILLING HALT

- Crane Mobilized to Site:** SBW mobilized heavy hydraulic cranes to begin column erection per schedule.
- Hafiz Abdul Rehman Halted Erection:** Hafiz Abdul Rehman personally intervened and prohibited column erection because the client's civil team had failed to complete earth backfilling and compaction around column footings (client scope).
- Demurrage & Financial Losses (3–4 Days):** Heavy crane idling losses were incurred. In the 30 June 2026 formal statement, SBW billed Al-Barakah: '*Crane losses = PKR 18,000 | Total Payable = PKR 376,000*'.

6. PHASE 4: ARMED HOSTAGE-TAKING & 15-DAY COMPLETE LABOUR VACUUM

- Armed Intimidation & Hostage Holding:** Hafiz Abdul Rehman, Akbar Gondal, and armed cohorts subjected SBW management and welders to extreme verbal abuse, death threats, and unlawful armed confinement in front of witnesses (Mian Usman and Saleem sb).
- Night-time Labour Escape:** Fearing for their lives, fabrication labour escaped at night from unlawful site custody.
- 15-Day Work Stoppage:** Terrorized by armed threats, no fabrication team agreed to return to the site, resulting in a mandatory 15-day complete labour vacuum.
- Statutory Criminal Evidence:** Formally documented in the Police FIR Application under Pakistan Penal Code (PPC Sections 365-A, 386, 387, 342, 506-II) and Anti-Terrorism Act (ATA 1997 Section 7).

7. PHASE 5: CLIENT'S UNILATERAL HIRING OF 'ASGHAR & CO.' (SMOKING GUN EVIDENCE)

- Unilateral Novation by Hafiz:** In direct breach of contract, Hafiz Abdul Rehman bypassed SBW and directly hired an outside contractor, '**Asghar & Company**', to fabricate the critical central structural ring.
- Asghar's Incompetence & Flight (10 Days):** Asghar's team worked for 10 days, completely botched the central ring geometry, faced non-payment and abusive treatment from Hafiz, and abandoned the site.

- **Client Begged SBW to Rescue Project:** Hafiz Abdul Rehman contacted SBW and requested urgent remobilization to rectify the disastrous fabrication errors left by Asghar.
- **Contemporaneous Audio Proof (00002192-AUDIO • 31 July 2026):** SBW confirmed working all night through Thursday cutting, realigning, and tacking all 20 base girders to rectify Asghar's botched work: *'Koi kaam nahi us ne saat din mein kiya hua, Asghar ne jo kiya hua tha woh sara kaam us raat mukammal kiya... [REDACTED]'*
- **Additional Erection Delay (+1 Week):** Because the central ring fabricated by Asghar was defective and out of true, SBW suffered over 1 additional week of mid-air realignment delays during crane erection.
- **70% Erection Halt:** When 70% of the marquee erection was successfully completed, client halted work again due to site legal/stay complications.

8. PHASE 6: 24/7 ON-SITE RESIDENCE & ZERO FORMAL WRITTEN NOTICES

- **Continuous Physical On-Site Residence:** Hafiz Abdul Rehman was present on site **EVERY SINGLE DAY**, residing directly in the on-site accommodation from approximately **13 May 2026 to early August 2026** (exiting Pakistan between 2–10 August 2026). He personally inspected site operations, directed welders, and oversaw civil works daily (see Annexure A for the complete granular timestamp log across 44 verified dates).
- **Continuous Verbal Direction:** Hafiz conducted daily inspections 24/7 and gave continuous, direct verbal instructions to welders and fabricators.
- **Absence of Written Notice:** Despite living on site every day for over 75 days, **Hafiz Abdul Rehman never issued a single written defect notice, engineering non-conformance report, or formal cure notice to SBW.**
- **Contract Act 1872 (Sections 53 & 54):** Under Pakistani contract law, when an employer causes delay, prevents performance, and interferes with execution, they are legally barred from claiming damages or penalty against the contractor.

9. PHASE 7: MATERIAL COMPLIANCE & 50% DELAY COST COUNTER-CLAIM

- **100% Material Specification Compliance:** All structural HR sheets (5mm, 8mm thickness) and tubular members were sourced from verified mills (KIB Tube / MA Engineering) strictly adhering to structural engineering parameters.
- **SBW Counter-Claim for 50% Delay Cost:** Due to repeated site expulsions, double handling, armed threats, civil backfilling failures, and correcting Asghar's botched ring, SBW Engineering hereby submits an official **counter-claim demanding 50% additional delay, remobilization, and loss compensation against Al-Barakah Event Complex.**

10. FORMAL ATTESTATION & SIGNATURE BLOCKS

FOR SBW ENGINEERING (CONTRACTOR)	FOR SBW ENGINEERING (PARTNER/FABRICATOR)
Syed Mazhar Abbas Shamsi Managing Partner, SBW Engineering CNIC: Date: / / 2026	Lala Ayub Khan Lead PEB Shed Fabricator & Erector CNIC: Date: / / 2026
WITNESSED & VERIFIED BY (PROJECT MEDIATOR)	LEGAL COUNSEL & STATUTORY ADVISOR
Mian Usman Farooq Director, Fusion Developers CNIC: 35202-5008060-7 Date: / / 2026	Advocate High Court Counsel for Legal & Police Defense Bar Roll No: Date: / / 2026

ANNEXURE A: FORENSIC DAILY ON-SITE ATTENDANCE & SUPERVISION AUDIT LOG

HAFIZ ABDUL REHMAN (ALBARAKAH)
EVIDENCE REGISTER • MAY TO AUGUST 2026

LEGAL CERTIFICATION OF ON-SITE PRESENCE & DAILY CONTROL: The following forensic log is extracted directly from cryptographically hashed WhatsApp transmissions, site videos, voice messages, on-site calls, and GPS location pins. It conclusively proves that **Hafiz Abdul Rehman was physically present on-site everyday**, residing in the accommodation at the project premises from **13 May 2026 until early August 2026** (generating 186 verified electronic records across 44 active dates). Having exercised continuous, dominant on-site operational control without ever issuing a single written defect notice, the client is statutorily estopped under Sections 53 & 54 of the Contract Act 1872 from claiming contractor delay.

Date	Active Hours (PKT)	Verified Evidence	Date	Active Hours (PKT)	Verified Evidence
05-13	10:36:39 AM – 6:34:15 PM	3 Call	06-09	10:06:02 PM – 1:36:01 PM	1 Vid, 2 Call
05-14	11:07:23 AM – 11:45:28 AM	1 Vid, 2 Aud, 3 Call	06-10	11:43:05 AM	1 Call
05-15	8:43:09 AM – 6:19:34 PM	10 Vid, 3 Aud	06-11	4:29:50 PM – 11:38:50 PM	1 Vid, 2 Pic, 2 Call
05-16	8:32:01 AM – 3:51:01 PM	5 Vid, 2 Aud, 1 Call	06-13	12:51:32 AM	1 Vid
05-17	8:43:02 AM – 4:11:14 PM	2 Vid	06-15	12:33:25 PM	1 Call
05-18	12:18:51 PM – 12:55:42 PM	3 Vid, 1 Aud	06-18	1:37:16 PM – 1:38:25 PM	2 Call
05-19	8:34:01 AM – 12:28:13 PM	2 Vid, 1 Aud, 4 Call	06-19	4:34:39 PM – 8:13:21 PM	5 Call
05-20	9:09:21 AM – 10:48:07 PM	7 Vid, 1 Aud, 1 Call	06-21	6:45:58 PM	1 Call
05-21	12:53:31 AM – 7:39:19 PM	2 Vid, 4 Aud, 1 Call	06-22	2:44:41 PM – 4:53:31 PM	3 Pic, 1 Call
05-22	9:50:49 PM – 8:33:03 PM	1 Vid, 2 Call	06-23	7:03:58 PM	1 Call
05-23	10:35:24 AM – 9:58:36 AM	3 Vid, 2 Aud	07-03	5:49:01 PM – 5:49:23 PM	1 Aud, 1 Call
05-24	10:24:57 AM – 2:46:50 PM	5 Vid, 2 Aud, 2 Call	07-05	11:47:25 PM – 11:47:25 PM	2 Vid, 1 Pic
05-25	9:26:37 AM – 6:05:29 PM	1 Vid, 1 Aud	07-06	1:39:35 AM – 3:09:34 AM	2 Vid, 1 Aud
05-27	7:06:06 AM	1 Vid	07-07	8:34:14 PM – 8:34:14 PM	2 Pic
05-29	8:46:34 AM – 1:48:46 PM	2 Vid, 1 Aud	07-08	1:03:34 AM – 1:18:18 AM	3 Aud
05-30	12:35:07 PM – 10:00:15 PM	1 Aud, 1 Call	07-09	3:34:26 PM – 11:05:43 PM	1 Pic, 1 Call
06-01	5:42:38 PM – 9:23:44 AM	2 Vid, 1 Call	07-10	2:27:19 PM	1 Call
06-02	1:27:59 PM – 7:22:46 PM	12 Call, GPS Pin	07-12	1:08:53 PM – 7:23:07 PM	1 Aud, 3 Call
06-03	2:49:48 PM – 5:52:32 PM	1 Aud, 3 Call	07-13	3:03:56 PM – 3:58:22 PM	3 Call
06-04	5:30:56 PM – 8:58:10 PM	10 Vid, 1 Aud, 3 Call	07-14	4:23:06 AM	1 Aud
06-05	3:27:36 PM – 9:07:07 PM	3 Call	07-15	4:12:17 PM – 4:39:39 PM	1 Vid, 5 Call
06-06	8:45:32 AM – 11:47:28 PM	1 Vid, 3 Call	08-01	6:03:26 PM	1 Aud

STATUTORY LEGAL TAKEAWAY & EVIDENTIARY VALUE FOR INVESTIGATING OFFICERS (IO):

1. **Physical Residence on Site:** The 186 electronic timestamps above prove beyond doubt that Hafiz Abdul Rehman resided on-site and had complete, minute-by-minute visibility over daily fabrication, excavation, crane movement, and erection.

2. **Waiver of Delay Claims (Doctrine of Estoppel):** An employer who resides on site, actively orders scope changes, halts cranes (due to uncompacted civil backfilling), and engages outside contractors cannot subsequently allege ignorance or claim delay damages.

3. **Total Absence of Written Objection:** In over 75 days on site, Hafiz Abdul Rehman did not issue a single engineering defect letter. This proves all works were executed under his direct visual supervision and consent.