IN THE NATIONAL COMPANY LAW TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

COMPANY APPLICATION NO. (CAA)- 7/2026

Section 230-232 of the Companies Act, 2013 read *along with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016*

IN THE MATTER OF:

YAMAHA MOTOR INDIA PRIVATE LIMITED
...APPLICANT COMPANY NO. 1/ DEMERGED COMPANY

AND

YAMAHA MOTOR INDIA SALES PRIVATE LIMITED
...APPLICANT COMPANY NO. 2/ TRANSFEROR COMPANY

AND
INDIA YAMAHA MOTOR PRIVATE LIMITED
... APPLICANT COMPANY NO. 3/ TRANSFEREE COMPANY/ RESULTING COMPANY

AND THEIR RESPECTIVE SHAREHOLDERS & CREDITORS

Order reserved on: 16.04.2026
Order Pronounced on: 11.05.2026

CORAM:

SHRI BACHU VENKAT BALRAM DAS
HON'BLE ACTING PRESIDENT

SHRI RAVINDRA CHATURVEDI
HON'BLE MEMBER (TECHNICAL)

PRESENT:

For the Applicant : Mr. Anubhav Goel, Ms. Preeti Goel, Ms. Rashmi Mishra, Ms. Priyanka Dhyani, Advs.

ORDER

1. This is a first motion application jointly filed by Yamaha Motor India Private Limited i.e. Applicant Company No.1/Demerged Company, Yamaha Motor India Sales Private Limited i.e. Applicant Company No.2/Transferor Company and India Yamaha Motor Private Limited i.e. Applicant Company No.3/Transferee Company/Resulting Company (hereinafter referred to as the **"Applicant Companies"**) under sections 230-232 of Companies Act, 2013, read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 in relation to the proposed Scheme among the applicant companies.

IA (CA)-137/2026

2. The prayers made in this company application (CAA) have been amended by way of IA (CA)-137/2026. The amended prayers are taken on record, and accordingly, IA (CA)-137/2026 stands **allowed** and **disposed of**.

   The amended prayers now read as follows:

   "a) Dispense with the requirement of convening of meetings of the Equity Shareholders of the Applicant Company 1, Applicant Company 2 and Applicant Company 3 respectively as 100% (One Hundred Percent) of the Equity Shareholders of Applicant Company 1, 100% (One Hundred Percent) of the Equity Shareholders of Applicant Company 2 and 100% (One Hundred Percent) of the Equity Shareholders of Applicant Company 3 have given their consent in writing on affidavits for the proposed Scheme and for the said dispensation of meetings;

   b) Dispense with the requirement of convening of meeting of the 7.75% Redeemable Non-Cumulative Preference Shareholder of the Applicant Company 1 as I00% (One Hundred Percent) of the said Preference Shareholders of the Applicant Company 1 have given their consent in writing on affidavits for the proposed Scheme and for the said dispensation of the meeting;

   c) Dispense with the requirement of convening of meeting of the 10.25% Redeemable Non-Cumulative Preference Shareholders of the Applicant Company 1 as 100% (One Hundred Percent) of the said Preference Shareholders of Applicant Company 1 have given their consent in writing on affidavits for the proposed Scheme and for the said dispensation of the meeting;

d) Dispense with the requirement of convening of meetings of the Secured Creditors of the Applicant Company 1, Applicant Company 2 and Applicant Company 3 respectively as the Applicant Companies do not have any Secured Creditors;

e) Dispense with the requirement of convening of meetings of the Unsecured Creditors of the Applicant Company 1 and Applicant Company 2 as the Unsecured Creditors of the Applicant Company 1 representing 94.91% (in value) of total outstanding amount and Unsecured Creditors of the Applicant Company 2 representing 91.73% (in value) of total outstanding amount have given their consents in writing on affidavit for the Scheme and for the dispensation of the said meetings;

f) Dispense with the requirement of convening the meetings of the Unsecured Creditors of the Applicant Company 3, as the Unsecured Creditors of the Applicant Company 3 representing 91.15% (in value) of the total outstanding amount have given their written consents on affidavits approving the Scheme and consenting to the dispensation of the said meeting;

g) Dispense with the requirement of serving notices of the meetings to Unsecured Creditors of Applicant Company 3, and all other connected activities and compliances related to convening the meetings, including the publication of notice in at least one English newspaper and one vernacular newspaper;

i) Dispense with the requirement of serving notices of the meetings to the Equity Shareholders of the Applicant Company 1, Applicant Company 2 and Applicant Company 3 and 7.75% Redeemable Non-Cumulative Preference Shareholders of the Applicant Company 1 and 10.25% Redeemable Non-Cumulative Preference Shareholders of Applicant Company 1 and Unsecured Creditors of the Applicant Company 1 and Applicant Company 2 and all other connected activities and compliances related to the convening the meetings including publication of notice in at least one English newspaper and one vernacular newspaper;

j) Dispense with requirement of serving notices of the meetings dispensed with to the concerned statutory authorities;

k) Issuing directions for permitting the filing of application, petition and other documents as may be required, for the purpose of sanctioning the proposed Scheme;

I) Pass such other or further orders as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the present case"

3. It is represented that the registered office of all the Applicant Companies is situated in New Delhi, and therefore, the subject matter of the said application falls within the jurisdiction of this Adjudicating Authority.

Brief facts of the case as stated in the application:

4. The Applicant Company No.1/ Demerged Company No. 1, i.e. Yamaha Motor India Private Limited, is a private limited company which was incorporated on 01.11.1995, under the provisions of the Companies Act, 1956, bearing CIN: U74900DL1995PTC073540, having its registered office at First Floor, The Great Eastern Centre, 70 Nehru Place, Behind IFCI Tower, South Delhi, New Delhi, India -- 110019. The PAN of the Applicant Company 1 is AAACE1647C, and the email ID is corporate secretarial@yamaha-motor-india.com. Its main objects are to carry on the business of providing managerial, advisory and consultancy services. The share capital structure of the Applicant Company No. 1/ Demerged Company is as follows:

Authorised Capital	**Amount in INR**
35,00,00,000 Equity Shares of INR 10 each	3,50,00,00,000
1,13,00,000 7.75% Redeemable Non-Cumulative Preference Shares of INR 100 each	1,13,00,00,000
3,00,00,000 10.25% Redeemable Non-Cumulative Preference Shares of INR 100 each	3,00,00,00,000
Total	**7,63,00,00,000**
Issued, Subscribed and Paid-Up Capital	**Amount in INR**
32,70,00,000 Equity Shares of INR 10 each	3,27,00,00,000
78,60,000 7.75% Redeemable Non-Cumulative Preference Shares of INR 100 each	78,60,00,000
3,00,00,000 10.25% Redeemable Non-Cumulative Preference Shares of INR 100 each	3,00,00,00,000
Total	**7,05,60,00,000**

5. The Applicant Company No.2 / Transferor Company i.e. Yamaha Motor India Sales Private Limited, is a private limited company which was incorporated on 09.08.2005, under the provisions of the Companies Act, 1956, bearing CIN: U50300DL2005PTCl39501, having its registered office at First Floor, The Great Eastern Centre, 70 Nehru Place, Behind IFCI Tower, South Delhi, New Delhi, India - 110019. The PAN of the Applicant

Company No.2 / Transferor Company is AAACY2505K, and the email id is corporate secretarial@yamaha-motor-india.com. Its main object is to carry out the business of marketing services related to bi-wheelers, their parts and other accessories of the "Yamaha" brand. The share capital structure of the Applicant/Transferor Company as on 31st December, 2025, is as follows:

Authorised Capital	**Amount in INR**
49,02,00,000 Equity Shares of INR 10 each	4,90,20,00,000
Total	**4,90,20,00,000**
Issued, Subscribed and Paid-Up Capital	**Amount in INR**
49,02,00,000 Equity Shares of INR 10 each	4,90,20,00,000
Total	**4,90,20,00,000**

6. The Applicant Company No.3 / Transferee Company, i.e. India Yamaha Motors Private Limited, is a private limited company which was incorporated on 17.10.2007, under the provisions of the Companies Act, 1956, bearing CIN: U34200DL2007PTC169496, having its registered office First Floor, The Great Eastern Centre, 70 Nehru Place, Behind IFCI Tower, South Delhi, New Delhi, India - 110019. The PAN of the Transferee Company/ Applicant Company 3 is AABCl7552F, and the email ID is corporate secretarial@yamaha-motor-india.com. Its main object is to inter alia carry on the business of manufacturing and sale of bi-wheelers (bikes and scooters) and spares. The share capital structure of the Applicant / Transferee Company as on 31.12.2025 is as follows:

Authorised Capital	**Amount in INR**
2,24,00,00,000 Equity Shares of INR 10 each	22,40,00,00,000
Total	**22,40,00,00,000**
Issued, Subscribed and Paid-Up Capital	**Amount in INR**
2,21,37,13,516 Equity Shares of INR 10 each fully paid-up	22,13,71,35,160
Total	**22,13,71,35,160**

7. The Applicant companies have furnished the following documents:

a) Copy of Memorandum and Articles of Association, and copy of Master Data of Applicant Company No.1/ Demerged Company (**Annexures A1, & A2** of the main application);
b) Copy of list of directors of Applicant Company No.1/ Demerged Company & Copy of Board Resolution approving the Scheme (**Annexures A11, & A14** of the main application);
c) Copy of List of Shareholders of Applicant Company No.1/ Demerged Company as on 31.12.2025 along with their consent letters, and the certificate of Chartered Accountant certifying the same (**Annexures A17, A18, A19 & A20** of the main application);
d) Copy of the list of Secured Creditors (Nil) of Applicant Company No.1/ Demerged Company as on 31.12.2025, along with the certificate of Chartered Accountant certifying that there are no secured creditors; and copy of the list of Unsecured Creditors as on 31.12.2025, along with their consent letters and certificate of Chartered Accountant certifying the same (**Annexures A21, A22, A23, A24, A25 & A26** of the main applicationn);
e) Copy of the latest Audited Financial Statement of Applicant Company No.1/ Demerged Company as on 31.12.2025 (**Annexure A3** of the main application);
f) Copy of Memorandum and Articles of Association, and copy of Master Data of Applicant Company No.2 / Transferor Company (**Annexures A4, & A5** of the main application);
g) Copy of list of directors of Applicant Company No.2 / Transferor Company & Copy of Board Resolution approving the Scheme (**Annexures A12 & A15** of the main application);
h) Copy of List of Shareholders of Applicant Company No.2 / Transferor Company as on 31.12.2025 along with their consent letters, and the certificate of Chartered Accountant certifying the same (**Annexures A27, A28 & A29** of the main application);
i) Copy of the list of Secured Creditors (Nil) of Applicant Company No.2 / Transferor Company as on 31.12.2025, along with the certificate of Chartered Accountant certifying that there are no secured creditors; and copy of the list of Unsecured Creditors as on 31.12.2025, along with their consent letters and certificate of Chartered Accountant certifying the same (**Annexures A30, A31, A32, A33, A34 & A35** of the main applicationn);
j) Copy of the latest Audited Financial Statement of Applicant Company No.2 / Transferor Company as on 31.12.2025 (**Annexure A6** of the main application);

k) Copy of Memorandum and Articles of Association, and copy of Master Data of Applicant Company No.3 / Transferee Company (**Annexures A7, & A8** of the main application);
l) Copy of list of directors of Applicant Company No.3 / Transferee Company & Copy of Board Resolution approving the Scheme (**Annexures A13, & A16** of the main application);
m) Copy of List of Shareholders of Applicant Company No.3 / Transferee Company as on 31.12.2025 along with their consent letters, and the certificate of Chartered Accountant certifying the same (**Annexures A36, A37, A38** of the main application);
n) Copy of the list of Secured Creditors (Nil) of Applicant Company No.3 / Transferee Company as on 31.12.2025, along with the certificate of Chartered Accountant certifying that there are no secured creditors; (**Annexures A39, A40,** of the main application)
o) Copy of the list of Unsecured Creditors of Applicant Company No.3 / Transferee Company as on 31.12.2025, along with their consent letters and certificate of Chartered Accountant certifying the same (**Annexures 1, 2, & 3 of IA (CA)-137/2026**);
p) Copy of the latest Audited Financial Statement of Applicant Company No.3 / Transferee Company as on 31.12.2025 (**Annexure A9** of the main application);
q) Copy of the Scheme as approved (**Annexure A10** of the main application)
r) Valuation report dated 22nd December, 2025 and copy of the certificate of the Statutory Auditor of the Applicant Company No. 1 & 3 certifying that the present Scheme is in conformity with the Accounting Standards, Generally Accepted Accounting Principles in India (Indian GAAP) and is in conformity with Section 133 of the Companies Act, 2013 (**Annexures 43, 44 & 47** of the main application); and
s) Affidavit on the part of all the Applicant Companies that there are no investigation or proceedings pending against the Applicant Companies, and that the Scheme is not a corporate debt restructuring scheme and that the Scheme does not involve reduction of share capital (**Annexure A45** of the main application)

8. It is further noted that the Board of Directors of all the Applicant Companies, at their respective meetings held on 28.01.2026, have approved the proposed Scheme. Copies of the Board Resolutions passed by the Applicant Companies are on record and annexed to the main application as **Annexure Nos. 11, 12, & 13** respectively.

9. The Appointed Date of the Scheme is **01.04.2026**, as mentioned in the application.

10. The Effective Date as mentioned in the scheme is the last of the dates on which all the conditions, matters and filings referred to in clause 27 of this scheme have been fulfilled, and necessary orders, approvals and consents referred to therein have been obtained.

Perusal of the 1st Motion Application

11. The Applicant Companies have filed the true copy of the proposed Scheme, and the operative part of the scheme is as follows:

> 1.5 **"Demerger"** means transfer and vesting by way of a demerger of the Demerged Undertaking from the Demerged Company into the Resulting Company on a going concern basis and the consequent issue of shares by the Resulting Company to the shareholders of the Demerged Company in accordance with the Scheme, pursuant to the provisions of Section 2(19AA) and other relevant provisions of the IT Act as applicable;
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> 1.6 **"Demerged Undertaking"** means and includes the business, undertaking, activities, operations, properties, assets and liabilities of whatsoever nature and kind and wherever situated pertaining to the business of rendering of management advisory and consulting services ("Demerged Business" or "Planning division"), on a going concern basis as on the Appointed date, and shall include (without limitation):
>
> i. any and all of its assets, contracts and properties of every kind, nature and description, whether movable or immovable, present or future, tangible or intangible, non-current or current, leasehold or freehold and other investments, current or future, goodwill, labels, loans, advances, inventory, capital work in progress, computers, furniture, fixtures and office equipments, pertaining to or relating to the Demerged Business;

ii. all brands, trademarks, logos, trade and corporate name and intellectual property rights relating to the Demerged Business;

iii. all rights and licenses, all assignments and grants thereof, all Permits, clearances and registrations whether under central, state or other laws, rights (including rights/ obligations under agreements) entered into with various persons including independent consultants, subsidiaries/ associate companies and other shareholders of such subsidiary/ associate/ joint venture companies, contracts, applications, letters of intent, memorandum of understandings or any other contracts, rights of commercial nature including attached goodwill, non-disposal undertakings, certifications and approvals, regulatory approvals, entitlements, other licenses, consents, investments and/ or interest (whether vested, contingent or otherwise), taxes, share of tax deducted at source and minimum alternate tax credits (including but not limited to credits in respect of sales tax, value added tax, service tax, goods and services tax, and other indirect taxes), deferred tax benefits and other benefits in respect of the Demerged Business, tax losses, if any, cash balances, bank accounts and bank balances, deposits, advances, recoverables, receivables, easements, advantages, financial assets, treasury investments, hire purchase and lease arrangement, funds belonging to or proposed to be utilised for the Demerged Business, privileges, all other claims, rights and benefits, powers and facilities of every kind, nature and description whatsoever, utilities, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests relating to the Demerged Business;

iv. all books, records, files, papers, governance templates and process information, records of standard operating procedures, computer programmes along with their licenses, manuals and backup copies, advertising materials, and other data and records whether in physical or electronic form, directly or indirectly in connection with or relating to the Demerged Business;

v. all contracts, deeds, bonds, agreements, schemes, arrangements, distributor agreements, sub advisory arrangements and other instruments, permits, rights, entitlements, leases/ licenses, operation and maintenance contracts, memorandum of understanding, memorandum of agreements, memorandum of agreed points, letters of intent, hire and purchase agreements, tenancy rights, equipment purchase agreement, POA (power of attorney) and other agreement and/or arrangement, as amended and restated from time to time, whether executed with customers, suppliers, contractors, lessors, licensors, consultants, advisors or otherwise, which pertains to the Demerged Business;

vi. any and all earnest monies and/ or security deposits, or other entitlements in connection with or relating to the Demerged Business;

vii. all employees of the Demerged Company that are determined by the Board of the Demerged Company to be substantially engaged in, or in relation to, the Demerged Business including all employee benefits such as provident fund, employees' state insurance, gratuity fund, superannuation fund;

viii. all liabilities present and future, corporate guarantees issued and the contingent liabilities pertaining or relatable to the Demerged Business, namely:

a) the debts of the Demerged Company which arises out of the activities or operations of the Demerged Business;

b) specific loans and borrowings raised, incurred and utilised by the Demerged Company for the activities or operations of or pertaining to the Demerged Business; and

c) general or multipurpose borrowings, if any, of the Demerged Company will be apportioned basis the proportion of the value of the assets transferred as part of Demerged Business to the total value of the assets of the Demerged Company immediately prior to the Appointed Date.

ix. all legal or other proceedings of whatsoever nature, by and against the Demerged Company pending as on effective date and relating to the Demerged Business.

1.7 **"Effective Date"** means the last of the dates on which all the conditions, matters and filings referred to in Clause 27 of this Scheme have been fulfilled and necessary orders, approvals and consents referred to therein have been obtained. References in this Scheme to the date of "coming into effect of this Scheme" or "upon coming into effect of this Scheme" or "effectiveness of this Scheme" or "on the Scheme becoming effective" or "upon the Scheme becoming effective" shall mean the Effective Date;

1.10 **"IYM"** or **"Transferee Company" or "Resulting Company"** means India Yamaha Motor Private Limited, (CIN - U34200DL2007PTC169496), a private limited company incorporated on October 17, 2007 under the provisions of Companies Act, 1956 and having its registered office at First Floor, The Great Eastern Centre, 70 Nehru Place, Behind IFCI Tower, South Delhi, New Delhi, India - 110019.

1.12 **"Record Date 1"** means the date to be fixed by the Board of Directors of the Demerged Company to determine the Shareholders of the Demerged Company to whom shares are to be issued and allotted in accordance with Clause 9 of this Scheme.

1.13 **"Record Date 2"** means the date to be fixed by the Board of Directors of the Transferee Company to determine the Shareholders of the Transferor Company to whom shares are to be issued and allotted in accordance with Clause 15 of this Scheme.

1.14 **"Remaining Business"** means all of the businesses, units, divisions, undertakings and assets and liabilities of the Demerged Company other than Demerged Undertaking.

1.16 **"YMI"** or **"Demerged Company"** means Yamaha Motor India Private Limited, (CIN - U74900DL1995PTC073540), a private limited company incorporated on November 1, 1995 under the provisions of Companies Act, 1956 and having its registered office at First Floor, The Great Eastern Centre, 70 Nehru Place, Behind IFCI Tower, South Delhi, New Delhi, India – 110019.

1.17 **"YMIS"** or **"Transferor Company"** means Yamaha Motor India Sales Private Limited, (CIN – U50300DL2005PTC139501), a private limited company incorporated on August 9, 2005 under the provisions of Companies Act, 1956 and having its registered office at First Floor, The Great Eastern Centre, 70 Nehru Place, Behind IFCI Tower, South Delhi, New Delhi, India – 110019.

...

YMI has filed a Scheme of Arrangement under Section 230 read with Section 66 and other applicable provisions of Companies Act 2013 with National Company Law Tribunal, New Delhi Bench vide CP (CAA)-31/230/ND/2025 whereby the 78,60,000 (Seventy-Eight Lakh and Sixty Thousand) 7.75% Redeemable Non-Cumulative Preference Shares of INR 100 each issued by Yamaha Motor India Private Limited shall be converted into 7,86,00,000 (Seven Crore and Eighty-Six Lakh) 7.75% Compulsory Convertible Preference Shares of INR 10 each and the 3,00,00,000 (Three Crore) 10.25% Redeemable Non-Cumulative Preference Shares of INR 100 each issued by Yamaha Motor India Private Limited would stand redeemed for a cash consideration of INR 300 crores (Rupees Three Hundred Crores Only ("RPS Scheme"). The RPS Scheme has been cleared by the regulatory authorities such as RoC, RD and IT

Authorities and is awaiting the approval of the NCLT at its final hearing on 25 February, 2026. Upon the Scheme being approved by the NCLT, the share capital of YMI shall be as under:

Authorised Capital	**Amount in INR**
68,44,00,000 Equity Shares of INR 10 each	6,84,40,00,000
7,86,00,000 7.75% Compulsory Convertible Preference Shares of INR 10 each	78,60,00,000
Total	**7,63,00,00,000**
Issued, Subscribed and Paid-Up Capital	**Amount in INR**
32,70,00,000 Equity Shares of INR 10 each	3,27,00,00,000
7,86,00,000 7.75% Compulsory Convertible Preference Shares of INR 10 each	78,60,00,000
Total	**4,05,60,00,000**

Further, such 7.75% Compulsory Convertible Preference Shares shall be converted into equity shares before this Scheme coming into effect and the share capital of YMI as on the Effective Date shall be as under:

Authorised Capital	**Amount in INR**
68,44,00,000 Equity Shares of INR 10 each	6,84,40,00,000
7,86,00,000 7.75% Compulsory Convertible Preference Shares of INR 10 each	78,60,00,000
Total	**7,63,00,00,000**
Issued, Subscribed and Paid-Up Capital	**Amount in INR**
40,56,00,000 Equity Shares of INR 10 each	4,05,60,00,000
Total	**4,05,60,00,000**

...

3 DATE OF TAKING EFFECT

The Scheme set out herein in its present form or with/without any modification(s) approved or imposed or directed by the NCLT or any other appropriate authority shall be effective from the Appointed Date mentioned herein.

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PART B

DEMERGER OF THE DEMERGED UNDERTAKING

4 DEMERGER, TRANSFER AND VESTING OF THE DEMERGED UNDERTAKING

4.1 Upon this Scheme becoming effective and with effect from the Appointed Date, the demerged undertaking shall without any further act, instrument or deed, stand transferred to and vested in or be deemed to have been transferred to and vested in the Resulting Company on a going concern basis, so as to become as an from the Appointed date, the assets, permits, contracts, liabilities, loans, debentures, duties and obligations of the Resulting Company by operation of law, in accordance with Sections 230 to 232 and other applicable provisions of the Companies Act and Section 2(19AA) of the IT Act in the manner provided in the Scheme.

...

5 TRANSFER OF CONTRACTS, DEEDS, LICENSES, INCENTIVES, ETC

5.1 Without prejudice to the generality of Clause 4 above, upon this Scheme becoming effective and with effect from the Appointed Date:

5.1.1. all contracts, deeds, bonds, agreements, memorandums, arrangements and other instruments of whatsoever nature pertaining to the Demerged Undertaking shall stand transferred to the Resulting Company. It shall not be necessary to obtain the consent of any third party or other person who is a party to any such contracts, deeds, bonds, agreements and other instruments to give effect to the provisions of this Clause of the Scheme;

...

6 STAFF AND EMPLOYEES

6.1 Upon this Scheme coming into effect, the Resulting Company undertakes to engage, without any interruption in service, all employees of the Demerged Company, engaged in or in relation to the Demerged Undertaking, on the terms and conditions not less favourable than those on which they are engaged by the Demerged Company. The Resulting Company undertakes to continue to abide by any agreement/ settlement or arrangement, if any, entered into or deemed to have been entered into by the Demerged Company with any of the aforesaid employees or union representing them. The Resulting Company agrees that the services of all such employees with the Demerged Company prior to the demerger shall be taken into account for the purposes of all existing benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, leave balance, gratuity, superannuation and other retiral/ terminal benefits. The decision on whether or not an employee is part of the Demerged Undertaking, be decided by the Demerged Company, and shall be final and binding on all concerned.

...

7 LEGAL PROCEEDINGS

7.1 With effect from the Effective Date, all suits, actions, administrative proceedings, show cause notices, legal, taxation and other proceedings of whatsoever nature by or against the Demerged Company pending and/ or arising on or before the Appointed Date or which may be instituted any time thereafter and in each case relating to the Demerged Undertaking shall not abate or be discontinued or be in any way prejudicially affected by reason of this Scheme or by anything contained in this Scheme but shall be continued and be enforced by or against the Resulting Company with effect from the Appointed Date in the same manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company. Except as otherwise provided herein, the Demerged Company shall in no event be responsible or liable in relation to any such legal, taxation and other proceedings that stand transferred to the Resulting Company. The Resulting Company shall be substituted in place of the Demerged Company or added as party to such proceedings and shall prosecute or defend such proceedings at its own cost, in cooperation with the Demerged Company and the liability of the Demerged Company shall consequently stand nullified. The Demerged Company shall in no event be responsible or liable in relation to any such legal or other proceedings in relation to the Demerged Undertaking.

...

9 CONSIDERATION

9.1 Upon this Scheme becoming effective and in consideration of and subject to the provisions of this Scheme, the Resulting Company shall, without any further application, act, instrument or deed, issue and allot equity shares, to the extent indicated below, to the members of the Demerged Company, and whose names appear in the register of members of the Demerged Company, to the extent the shares are not held by the Resulting Company on the Record Date 1 or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognised by the Board of Directors of the Demerged Company in the following proportion:

"3,62,867 (Three Lakh Sixty-Two Thousand Eight Hundred and Sixty Seven) fully paid-up Equity Share of INR 10 each of the Resulting Company shall be issued and allotted for every 1,00,00,000 (One Crore) fully paid-up Equity Share of INR 10 each held in the ***Demerged Company****."*

(the ***new Equity Shares*** *in the Resulting Company issued to the* ***shareholders of the Demerged Company*** *hereinafter shall be collectively referred to as "****Resulting Company New Equity Shares****")*

...

11 REMAINING BUSINESS OF THE DEMERGED COMPANY

11.1 The Remaining Business of the Demerged Company and all the assets, investments, liabilities and obligations of the Demerged Company, shall continue to belong to and be vested in and be managed by the Demerged Company. With effect from the Effective Date, only the Demerged Company shall be liable to perform and discharge all liabilities and obligations in relation to the Remaining Business of the Demerged Company, and the Resulting Company shall not have any liability or obligation in relation to the Remaining Business of the Demerged Company.

12 CONDUCT OF BUSINESS

12.1 With effect from the Appointed Date and up to and including the Effective Date:

12.1.1 The Demerged Company with respect to the Demerged Undertaking shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of the assets for and on account of, and in trust for the Resulting Company

12.1.2 The Demerged Company with respect to the Demerged Undertaking shall carry on their business with reasonable diligence and business prudence and in the same manner as it had been doing hitherto, and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitment either for themselves or on behalf of its respective affiliates or associates or any third party, or sell, transfer, alienate, charge, mortgage or encumber or deal in any of its properties/assets, except:

- when the same is expressly provided in this Scheme; or
- when the same is in the ordinary course of business as carried on, as on the date of filing of this Scheme in the NCLT; or

- when written consent of the Resulting Company has been obtained in this regard.

...

PART C

AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY

14 TRANSFER AND VESTING OF THE ENTIRE BUSINESS AND UNDERTAKING OF THE TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY

14.1 Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the entire business and undertaking(s) of the Transferor Company including all the debts, liabilities, duties and obligations, including those arising on account of taxation laws and other allied laws, of the Transferor Company of every description and also including, without limitation, all the movable and immovable properties and assets (whether tangible or intangible) of the Transferor Company comprising, amongst others, all investments, furniture and fixtures, computers/ data processing, office equipment, electrical installations, telephones, telex, facsimile and other communication facilities and business licenses, permits, authorisations, approvals, lease, tenancy rights, permissions, incentives, if any, and all other rights, patents, know-how, trademark, service mark, trade secret or other intellectual property rights, proprietary right, title, interest, contracts, consent, bank accounts, approvals and rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals, shall, under the provisions of Sections 230 to 232 of the Companies Act, 2013, and pursuant to the orders of the NCLT sanctioning this Scheme and without further act, instrument or deed, be transferred and/or deemed to be transferred to and vested in the Transferee Company so as to become the debts, liabilities, duties, obligations, properties, assets, rights, business and undertaking(s) of the Transferee Company.

...

15 CONSIDERATION

15.1 Upon the amalgamation of the Transferor Company with the Transferee Company in terms of this Scheme, the Transferee Company shall, without any application or deed, issue and allot Equity Shares, credited as fully paid up, to the extent indicated below, to the shareholders of the Transferor Company holding fully paid-up Equity Shares in the Transferor Company and whose names appear in the Register of Members of the Transferor Company, to the extent the shares are not held by the Transferee Company, on the Record Date 2 , or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Transferor Company in the following proportion viz.:

"10,65,549 (Ten Lakh Sixty five Thousand Five Hundred and Fourty Nine) fully paid-up Equity Share of INR 10 each of the Transferee Company shall be issued and allotted for every 1,00,00,000 (One Crore) fully paid-up Equity Share of INR 10 each held in the Transferor Company."

...

16 LEGAL PROCEEDINGS

16.1 Any suit, appeal or other proceedings of whatever nature by or against the Transferor Company if pending as on the Appointed Date, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against the Transferee Company, as the case may be, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.

...

17 CONTRACTS, DEEDS AND OTHER INSTRUMENTS

17.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, insurance, letters of intent, arrangements, policies, agreements and other instruments, if any, of whatsoever nature pertaining to the Transferor Company and to which the Transferor Company are a party and subsisting or having effect on the Appointed Date, including all rights, duties, interests and obligations thereunder, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.

...

18 STAFF AND EMPLOYEES OF THE TRANSFEROR COMPANY

18.1 On the Scheme becoming effective, all staff and employees of the Transferor Company in service on the Appointed Date shall be deemed to have become staff, workmen and employees of the Transferee Company with effect from the Appointed Date or date of joining of the respective staff, workmen and employees, whichever is later, without any break or interruption in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company (i.e. Cost to company basis, in monetary terms) shall not be less favourable than those applicable to them with reference to their employment with the Transferor Company on the Appointed Date.

...

21 TRANSACTIONS FROM APPOINTED DATE

With effect from the Appointed Date:

21.1 The Transferor Company shall carry on and be deemed to have carried on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of its entire business and undertaking for and on account of and in trust for the Transferee Company;

21.2 The Transferor Company shall not do or cause to do any act or deed whatsoever which may be detrimental or adversely affect the business interests of the Transferee Company pre and post amalgamation;

...

22 DISSOLUTION OF THE TRANSFEROR COMPANY WITHOUT WINDING UP

On the Scheme becoming effective, the Transferor Company shall without any further act or deed, stand dissolved without being wound up.

12. The rationale stated behind this Scheme is as follows:

"With an endeavour to enhance shareholders' value and for realising the full potential of the Remaining and the Demerged Undertaking, the Demerged Company has now been decided to reorganize and segregate the business of the Demerged Undertaking into the Resulting Company and carry out the business of the Remaining Undertaking within the Demerged Company. This segregation would bring about synergy in operations and is also expected, inter alia, to result in the following benefits:

(i) The Demerger will enable the Demerged Company to channelize all its efforts and resources and concentrate more in the field of their retained business and enable the Resulting Company and Demerged Company to carry on their respective core activities and ultimately to achieve the core competency;

(ii) It will enable a focused management approach for pursuing the growth in the respective business' verticals and de-risk the businesses from each other;

(iii) Since the management of Demerged Company and Resulting Company can streamline all their efforts on their core arena of their respective business, the Scheme in its entirety will create value and maximize wealth of the shareholders of both Resulting Company and Demerged Company;

(iv) The demerger of the Demerged Undertaking into the Resulting Company will provide better flexibility in accessing capital for growth of each of the business considering the risk and rewards are different for each business; and

(v) Overall, the Scheme is intended to undertake a restructuring within the group companies wherein the activities of Demerged Undertaking shall be demerged. The demerger would facilitate the Demerged Company and the Resulting Company to efficiently exploit business opportunities for respective businesses."

13. It is further submitted that the proposed Scheme would, inter alia, result in the following benefits:

"(i) Integration of companies with similar and supportive businesses to enable the management to have a focused approach and also enhance overall shareholder value;

(ii) Greater integration, financial strength and flexibility for the amalgamated entity, which would result in maximising overall shareholder value and will improve the competitive position of the combined entity;

(iii) Ease in administration, elimination of duplication and rationalisation of expenses;

(iv) Improved organizational capability and leadership, arising from the pooling of resources to compete successfully in an increasingly competitive industry;

(v) Greater leverage in operations, planning and process, efficiency in cash management and unfettered access to cash flow which can be deployed more efficiently by the amalgamated entity;

(vi) Cost savings are expected to flow from synergies achieved through joint operational efforts, rationalization, standardisation and simplification of business processes and usage of common resource pool such as administration, finance, accounts, legal and other related functions, leading to elimination of duplication and rationalization of administrative expenses; and

(viii) Simplification of group structure by eliminating multiple companies resulting in better clarity for external stakeholders, especially shareholders."

14. In line with the aforesaid benefits that would arise, negotiations were started between the companies and it was decided that after the proposed demerger of the Demerged Company into resulting company, the Transferor Company will amalgamate into the business of the Transferee Company / resulting company as per arrangement entered into between them in order to benefit the stakeholders of all the companies.

15. The Valuation Report dated 22nd December, 2025 issued by Chinmaya AM (Registration No. IBBI/RV/06/2019/10531), a Registered Valuer has been placed on record at Annexure 47 of the Application, which recommends the share exchange ratio relating to the proposed transactions under the scheme. The computation suggested by the Valuer is attached below:

I. The Indicative Swap Ratio 1 for determining number of equity shares of IYM which the shareholders of YMIPL would be entitled to receive as a consideration for demerger is as follows:

Sl No.	Particulars	Amount in INR	Reference
1	Fair value per equity share of YMIPL	1.99	Refer Annexure-1
2	Fair value per equity share of IYM	54.83	Refer Annexure-3
	Swap ratio 1	**0.03628666**	

Based on the above indicative Swap Ratio 1, for every 1,00,00,000 shares of YMIPL (Planning Division), 3,62,867 shares of IYM shall be issued.

II. The Indicative Swap Ratio 2 for determining number of equity shares of IYM which the shareholders of YMIS would be entitled to receive as consideration for merger is as follows:

Sl No.	Particulars	Amount in INR	Reference
1	Fair value per equity share of YMIS	5.84	Refer Annexure-2
2	Fair value per equity share of IYM	54.83	Refer Annexure-3
	Swap ratio 2	**0.10655493**	

Based on the above indicative Swap Ratio 2, for every 1,00,00,000 shares of YMIS, 10,65,549 shares of IYM shall be issued.

16. It has been submitted that the proposed Scheme shall not, in any manner whatsoever, adversely affect the rights or interests of any of the members, creditors and other stakeholders. The proposed Scheme is fair, reasonable, and in no way detrimental to the interests of the public at large.

17. The applicant companies have prayed for dispensing of the meetings in view of the consents received from the requisite stakeholders which is extracted as below:

Status of Shareholders, Secured Creditors & Un-secured Creditors and Consents obtained for the proposed Scheme

Applicant Company	Name of the Company	Class of Shares	No. of Share-holders	Consent Given	No. of Secured Creditors	Consent Given	No. of Unsecured Creditors	Consent Given
Demerged Company/ Applicant Company1	Yamaha Motor India Private Limited	Equity Shares	2	100% Pg. 538 to 542 of Main Application	Nil	NA	14	1 (94.91%) Pg. 551 to 554 of Main Application
		7.75% Redeemable Non-Cumulative Preference Shareholders	1	100% Pg. 530 to 537 of Main Application				
		10.25% Redeemable Non-Cumulative Preference Shareholders	1	100% Pg. 530 to 537 of Main Application				

Transferor Company/ Applicant Company2	Yamaha Motor India Sales Private Limited	Equity Shares	2	100% Pg. 559 to 564 of Main Application	Nil	NA	9	2 (94.73%) Pg. 570 to 576 of Main Application
Resulting Company/ Transferee Company/ Applicant Company3	India Yamaha Motor Private Limited	Equity Shares	2	100% Pg. 581 to 590 of Main Application	Nil	NA	650	139 (91.15%) Pg. __ to ___ of IA to Main Application

18. We have heard learned counsel appearing for the Applicant Companies and have perused the material placed on record.

19. It is pertinent here to discuss Section 230(9) of the Companies Act, 2013, which reads as follows:

> *"230. Power to compromise or make arrangements with creditors and members.*
>
> *……*
>
> *(9) The Tribunal may dispense with calling of a meeting of creditor or class of creditors where such creditors or class of creditors, having at least* ***ninety per cent*** *in value, agree and confirm, by way of affidavit, to the scheme of compromise or arrangement."*

20. Further, in the context of shareholders, proviso to Section 230(4) of the Companies Act, 2013 reads as follows:

> *"(4) …….*
>
> *Provided that any objection to the compromise or arrangement shall be made only by persons* ***holding not less than ten per cent of the shareholding*** *or having outstanding debt amounting to not less than five per cent. of the total outstanding debt as per the latest audited financial statement."*

21. The Companies Act 2013 is silent on the aspect of dispensation of shareholders' meeting. However, it is judicially settled now that the NCLT has power to parallelly dispense also the meeting of shareholders, in appropriate cases. Under the erstwhile Company Law regime, the Division bench of Hon'ble Delhi High Court in the matter of *Mazda Theatres Pvt. Ltd.* v. *New Bank of India Ltd. ILR1975DELHI1* held as follows:

> *(13) Let us examine whether the second part of the arrangement relating to the subsidiary and its members complies with the requirements of section 391. Ordinarily a company acts by its Board of Directors and the shareholders act in a general meeting of the shareholders. The meeting contemplated in section 391 is analogous to an extraordinary general meeting of the members of the company inasmuch as a three-fourths majority is required to pass the required resolution. The normal rule is that the consent of the shareholders whether it is unanimous or by a three-fourths majority must be obtained in a meeting summoned on the orders of the Court under section 391. This is in accordance with the general principle that the members must act in a general meeting.*
>
> *(14) Inroads have however, been made on this formal doctrine.* ***Firstly, the consent of all the shareholders given even outside a meeting is sufficient to comply with the requirement of a meeting.*** *After this principle was established by judicial decisions…*
>
> *(15)* ***The second inroad on the requirement of a formal meeting is that the consent of the shareholders may be ascertained without calling any meeting at all.*** *Further, the doctrine of lifting the veil of incorporation and looking at the reality of the action of the members of the company enables us to hold that the consent of the overwhelming majority of the shareholders outside a meeting is sufficient to show that the resolution was supported virtually by all the members of the company…*
>
> *…*

(22) Shri Parpia's challenge to the order was based mainly on the ground that the provision of section 391 regarding the calling of a meeting was contravened. This challenge would have been on better ground if the only way to comply with section 391 was for the Court to call a meeting of the members of the subsidiary. We have shown above that the calling of a general meeting can be dispensed with if a written resolution is passed by all the members or if the consent of all the members is given otherwise or if all the members have acquiesced in the matter by conduct even without a formal consent or a meeting. It cannot be said, therefore, that the calling of a meeting is the only manner in which section 391 could be complied with. The order could have been attacked as being without jurisdiction on the face of it for non-compliance with a mandatory legal provision only if the only question for consideration was whether the meeting under section 391 was called or not. For, the absence of the meeting is seen on the face of. the record. But it is impossrole to conclude merely from such absence that the order was without jurisdiction. A further inquiry would be necessary whether the absence of meeting was made good by obtaining the consent of the members of the subsidiary by other means.

22. Further, Hon'ble NCLAT in Company Appeal (AT) No. 180 of 2019 held as follows :

7. Indisputably, the proposed scheme of amalgamation between the Holding Company and its Subsidiaries is regulated by provisions of Chapter XV of the Act, Section 230 whereof provides for passing of an order by the Tribunal directing convening of a meeting of the creditors or class of creditors, members or class of members, as the case may be. Sub-section 9 thereof vests discretion in the Tribunal to dispense with calling of a meeting of such creditors or classes thereof where such creditors or class of creditors, having atleast 90% value, agree and confirm, by way of affidavit to the scheme of compromise or arrangement. Admittedly, in the instant case

dispensation in regard to holding of meeting qua Shareholders of Appellant Nos. 1 to 4 was sought on the basis of their written consent obtained by way of affidavits. Same was the case as regards Unsecured Creditors of Appellant Nos. 1 to 3 as also the Secured Debenture Holders, Warrant Holders and CCD Holders of Appellant No.5. As regards these, the Tribunal exercised its discretion and dispensed with calling of their meeting. There were no Secured Creditors of Appellant No. 1 to 4. The Tribunal while exercising its discretion as noticed hereinabove declined the first motion to the extent it related to directions for convening of meetings of Unsecured Creditors of Appellant No. 4 and Equity Shareholders and Secured and Unsecured Creditors of Appellant No. 5. This is stated to have been done despite the settled legal position and view taken by the Coordinate Benches which were binding on the Tribunal. The first motion by the Appellants before the Tribunal sought dispensation in regard to calling of meeting of Members and Creditors, etc. This being the very threshold stage and not the Stage envisaged for consideration of the scheme for amalgamation by the Tribunal on merit, the Tribunal was required to exercise its discretion in accordance with the legal precedents and views adopted by the Coordinate Benches or Larger Benches. At least one case has been referred to and relied upon by learned counsel for Appellants where, on account of difference of opinion, between the Members of Division Bench of the Tribunal reference was made to the third Member and the case was decided as per majority view which, inter alia dispensed with the requirement of convening of meeting of members and creditors taking into account the considerations that there shall be positive net worth and creditors will not be compromised.

23. At this first motion stage, this Tribunal is required to consider whether, on a prima facie examination of the Scheme and the supporting materials, appropriate directions should be issued for convening or dispensing with meetings of the concerned classes of shareholders and creditors.

24. In the present case, scheme of arrangement and amalgamation proposed is amongst group companies only. Further, consent affidavit from 100% of the shareholders for all three Companies has been placed on record. No objection has been filed with respect to the scheme. Also the swap ratio determined in the scheme is in sync with valuation suggested by the registered valuers. Shareholders of the Demerged company have been proposed to be issued shares in Resulting Company at share swap ration mentioned above. Further, Shareholders of the transferor company have been proposed to be issued shares in Resulting Company / transferee company at the share swap ratio proposed above. Thus, in our view, meetings of shareholders may be dispensed with.

25. Since the unsecured creditors of all the applicant companies representing more than 90% in value have given their no objection affidavits, and there are no secured creditors, the requirement of convening the meetings of secured/unsecured creditors also does not arise.

26. In the present case, it appears that the requisite threshold of consent required under the Companies Act, 2013 from the creditors, and shareholders has prima facie been met in respect of all the classes for whom dispensation of meetings is sought.

ORDER

27. Accordingly, taking into consideration the application, affidavits, annexures and the material placed on record, the following directions are issued:

A. In relation to the Applicant Company No.1/Demerged Company

28. In view of the consent affidavits placed on record from the requisite equity shareholders, and redeemable non-cumulative preference shareholders the requirement of convening the meeting of the shareholders of Applicant Company No. 1 / Demerged Company is hereby dispensed with.

29. Since Applicant Company No. 1 / Demerged Company has nil secured creditors, the requirement of convening the meeting of its secured creditors does not arise and stands dispensed with.

30. In view of the consent affidavits placed on record from the 1 unsecured creditor representing more than 90% in value, the requirement of convening the meeting of the unsecured creditors of Applicant Company No. 1 / Demerged Company is hereby dispensed with.

B. In relation to Applicant Company No. 2 / Transferor Company

31. In view of the consent affidavits placed on record from the equity shareholders of Applicant Company No. 2 / Transferor Company, the requirement of convening the meeting of its shareholders is hereby dispensed with.

32. Since Applicant Company No. 2 / Transferor Company has nil secured creditors, the requirement of convening the meeting of its secured creditors does not arise and stands dispensed with.

33. In view of the consent affidavits placed on record from 2 unsecured creditors representing more than 90% in value, the requirement of convening the meeting of the unsecured creditors of Applicant Company No. 2 / Transferor Company is hereby dispensed with.

C. In relation to Applicant Company No. 3 / Transferee Company

34. In view of the consent affidavits placed on record from its equity shareholders, the requirement of convening the meeting of the shareholders of Applicant Company No. 3 / Transferee Company is hereby dispensed with.

35. Since Applicant Company No. 3 / Transferee Company has nil secured creditors, the requirement of convening the meeting of its secured creditors does not arise and stands dispensed with.

36. In view of the consent affidavits placed on record from the 139 unsecured creditors representing more than 90% in value, the requirement of convening the meeting of the unsecured creditors of Applicant Company No. 3 / Transferee Company is hereby dispensed with.

37. Further, in compliance with Section 230(5) of the Companies Act, 2013 and Rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, notice in Form CAA-3, together with a copy of the Scheme, explanatory statement and requisite annexures, shall be served upon the following authorities to intimate them about the filing of the first motion application:

    (i) Central Government through the regional Director (Northern Region)

    (ii) Registrar of Companies, NCT of Delhi

    (iii) Jurisdictional Income Tax Authorities;

    (iv) Official Liquidator

    (v) such other sectoral regulator(s), if any, as may be applicable in law.

The said intimation shall be sent forthwith by registered post or by speed post or by courier or by hand delivery at the office of the authority as required by sub-rule (2) of Rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.

38. On completion of the exercise as above, the Applicant Companies shall be entitled to move an appropriate application.

39. It is clarified that the observations made herein are only for the purpose of the present first motion application and shall not be construed as an expression on the merits of the Scheme at the second motion stage.

40. The Court Officer/Registry is directed to send a copy of this order to the Applicant Companies for the necessary steps to be taken at their end.

41. The present Company Application **stands disposed of in the aforesaid terms**.

Sd/-
(RAVINDRA CHATURVEDI)
MEMBER (TECHNICAL)

Sd/-
(BACHU VENKAT BALRAM DAS)
ACTING PRESIDENT