

=====

UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

-----

FORM 6-K

-----

REPORT OF FOREIGN PRIVATE ISSUER  
PURSUANT TO RULE 13a-16 OR 15d-16 OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE MONTH OF DECEMBER 2005

COMMISSION FILE NUMBER 1-13522

-----

CHINA YUCHAI INTERNATIONAL LIMITED  
(Translation of Registrant's name into English)

-----

16 RAFFLES QUAY #26-00  
HONG LEONG BUILDING  
SINGAPORE 048581  
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports  
under cover Form 20-F or Form 40-F.

Form 20-F    X                    Form 40-F  
      -----                    -----

Indicate by check mark if the registrant is submitting the Form 6-K in paper as  
permitted by Regulation S-T Rule 101(b)(1):

-----

Indicate by check mark if the registrant is submitting the Form 6-K in paper as  
permitted by Regulation S-T Rule 101(b)(7):

-----

Indicate by check mark whether the Registrant by furnishing the information  
contained in this Form is also thereby furnishing the information to the  
Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.

Yes                                      No    X  
      -----                                      -----

If "Yes" is marked, indicate below the file number assigned to registrant in  
connection with Rule 12g3-2(b): NOT APPLICABLE.

=====

This Report on Form 6-K shall be incorporated by reference in the prospectus, dated March 24, 2004, of China Yuchai International Limited (the "Company" or "CYI") included in the Company's Registration Statement (Registration No. 333-111106) on Form F-3 and to be part thereof from the date on which this report is filed, to the extent not superseded by documents or reports subsequently filed or furnished by the Company with the U.S. Securities and Exchange Commission (the "SEC").

## OTHER EVENTS

### 1. Reorganization Agreement

On December 2, 2005, CYI entered into a Reorganization Agreement Amendment (No. 1) (the "Amendment Agreement") with Guangxi Yuchai Machinery Company Limited ("Yuchai"), a subsidiary of CYI, and Coomber Investments Limited ("Coomber"), a shareholder of CYI. The terms of the Amendment Agreement were also acknowledged and agreed to by Guangxi Yuchai Machinery Group Company ("State Holding Company"). The Amendment Agreement amends certain provisions of the Reorganization Agreement dated April 7, 2005, including to extend the term of the Reorganization Agreement from December 31, 2005 to December 31, 2006, and to extend the date for payment by Yuchai of the \$20 million amount contemplated in Clause 1.8 of the Reorganization Agreement to the earlier of (i) the date of the completion of the transactions described in Clause 2.6 of the Reorganization Agreement and (ii) December 31, 2006.

A copy of the Amendment Agreement is attached hereto as Exhibit 1.1 and is incorporated herein by reference. See also the cautionary statements contained in the first and second risk factors under "Item 3. Key Information -- Risk Factors" in CYI's Annual Report on Form 20-F filed with the SEC on July 15, 2005.

### 2. Interim Meeting of Shareholders of Yuchai

On December 2, 2005, Yuchai held an interim (extraordinary general) meeting of shareholders. At such meeting, Yuchai's shareholders passed resolutions regarding changes to the composition of Yuchai's board of directors and committees thereof as well as other corporate governance matters. Yuchai's shareholders approved the appointment of Mr. Yan Ping who is also currently the Chairman of the State Holding Company (see the Form 6-K filed by CYI on October 31, 2005) as Chairman of the board of directors of Yuchai. Yuchai's shareholders also approved the appointments of Mr. Kwek Leng Peck (nominated by the foreign shareholders) and Mr. Gu Tang Sheng (nominated by the Chinese shareholders) to the board of directors of Yuchai to replace Mr. Neo Poh Kiat, following his resignation from Yuchai's board of directors, and Mr. Zeng Shi Qiang, respectively. Yuchai's shareholders also approved the establishment of the position of chief internal auditor at Yuchai, and resolved that the person performing such role shall be required to have internationally recognized qualifications, be independent of Yuchai management, and report directly to Yuchai's board of directors.

The composition of Yuchai's board of directors and committees thereof as of December 2, 2005 are set forth below:

BOARD OF DIRECTORS

-----

Name	Position
----	-----
Yan Ping	Chairman of the board of directors
Gao Jia Lin	Deputy Chairman of the board of directors
Raymond C.K. Ho	Director
Li Tiansheng	Director
Kwek Leng Peck	Director
Tan Aik-Leang	Director
Teo Tong Kooi	Director
Ting Sii Tien, Philip	Director
Qin Xiao Cong	Director
Shao Qihui	Director
Wong Hong Ren	Director
Yuan Xu Cheng	Director
Gu Tang Sheng	Director and Assistant to Chairman

NOMINATION COMMITTEE

-----

Shao QiHui (Chairman)  
Kwek Leng Peck  
Teo Tong Kooi  
Li Tian Sheng  
Yan Ping  
Zhang Shi Yong (Secretary)

REMUNERATION COMMITTEE

-----

Raymond C.K. Ho (Chairman)  
Kwek Leng Peck  
Teo Tong Kooi  
Yan Ping  
Zhang Shi Yong (Secretary)

FINANCE COMMITTEE

-----

Yan Ping (Chairman)  
Teo Tong Kooi  
Ting Sii Tien, Philip  
Gao Jia Lin  
Li Tian Sheng  
Lim Poh Lea  
Yang Weizhong (ex officio)

AUDIT COMMITTEE

-----

Tan Aik-Leang (Chairman)  
Raymond C.K. Ho  
Gu Tang Sheng  
Zhang Shi Yong (Secretary)

EXHIBITS

1.1 Reorganization Agreement Amendment (No. 1) dated December 2, 2005 between CYI, Yuchai and Coomber.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunder duly authorized.

Date: December 5, 2005

CHINA YUCHAI INTERNATIONAL LIMITED

By: /s/ Philip Ting Sii Tien

-----  
Name: Philip Ting Sii Tien  
Title: Chief Financial Officer and Director

EXHIBIT INDEX

- 1.1 Reorganization Agreement Amendment (No. 1) dated December 2, 2005 between CYI, Yuchai and Coomber.

REORGANIZATION AGREEMENT AMENDMENT (NO. 1)

This Reorganization Agreement Amendment (No. 1) constitutes a binding agreement (this "Agreement") dated December 2, 2005 between Guangxi Yuchai Machinery Company Limited ("Yuchai"), China Yuchai International Limited ("CYI") and Coomber Investments Limited ("Coomber").

WHEREAS

I. Yuchai, CYI and Coomber have on April 7, 2005 entered into a Re-organization Agreement (the "Reorganization Agreement") in furtherance of the terms of the Agreement dated July 19, 2003 entered into between Guangxi Yuchai and CYI (the "July 19 Agreement").

II Mr. Yan Ping was appointed the Chairman of the Board of Directors of Guangxi Yuchai Machinery Group Company in May, 2005.

III. At the 8th meeting of the 4th Board of Directors of Yuchai held on October 28th, 2005, Guangxi Yuchai Machinery Group Company recommended that Mr. Yan Ping be appointed as a member of the Board of Directors of Yuchai and the Chairman of the Board of Yuchai. At the meeting, the Board of Directors of Yuchai resolved to put the nomination of Yan Ping to the shareholders of Yuchai for approval at the Interim Shareholders Meeting of Yuchai to be held on 2 December 2005.

IV. The parties expressed, in the Reorganization Agreement, a non-legally binding desire to complete the Restructuring Exercise, by 30 September 2005, the parties now recognise that the Restructuring Exercise would take more time than anticipated to complete.

V. Under Clause 1.8 of the Reorganization Agreement, the amount of US\$20,000,000 became due for payment by Yuchai to CYI on 24 June 2005 but remains unpaid.

VI The parties have recognized that circumstance have changed since the execution of the Reorganization Agreement and have agreed that they will enter into negotiations on the Reorganization Agreement on the basis of a comprehensive consideration of the benefits and interests of each party and in consideration thereof have agreed to extend the term of the Reorganization Agreement pending the completion of these negotiations.

IN CONSIDERATION of the mutual agreements contained herein, and intending to be legally bound hereby, and subject to all applicable laws and regulations, the parties hereto agree as follows:

## INTERPRETATION

- 1.1 All terms and references used in this Agreement which are defined or construed in the Reorganization Agreement but are not otherwise defined or construed in this Agreement shall have the same meaning and construction in the Reorganization Agreement.
- 1.2 Any reference in this Agreement to 'THE REORGANIZATION AGREEMENT' shall include the Reorganization Agreement, as from time to time amended, modified or supplemented, and any document which amends, modifies or supplements the Reorganization Agreement.
- 1.3 The headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement. Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa.
- 1.4 This Agreement has been written in the English and Chinese languages. The parties agree that (a) the English language version of this Agreement shall be binding upon the parties, (b) the Chinese language version of this Agreement has been inserted as a translation of the English language version of this Agreement and shall not be binding upon the parties, and (c) in the event that there are any inconsistencies between the English and Chinese language versions of this Agreement, the English language version of this Agreement will prevail.



2. AMENDMENTS TO THE REORGANIZATION AGREEMENT

The parties hereby agree that the following provisions of the Reorganization Agreement shall be amended in the following manner:-

2.1 Clause 1.8 of the Reorganization Agreement

Clause 1.8 of the Reorganization Agreement shall be deleted in its entirety and replaced with the following text:

"In consideration of CYI's agreement to ensure that Coomber will under the terms of the share exchange in Clause 2.4 receive no less than 6,354,911 Newco shares, Yuchai shall on the earlier of (i) the date of the completion of the transactions described in Clause 2.6 and (ii) 31 December 2006 pay CYI an amount of US\$20,000,000 in cash into such bank account as CYI shall notify Yuchai in writing."

2.2 Clause 2.10 of the Reorganization Agreement

Clause 2.10 of the Reorganization Agreement shall be deleted in its entirety. The parties agree that such deletion shall be effective on and from 27 October 2005.

2.3 Clause 4 of the Reorganization Agreement

The words "31 December 2005" appearing in the third line of Clause 4 of the Reorganization Agreement shall be deleted and substituted by the words "31 December 2006 or such other date as the parties may agree in writing".

3. INCORPORATION

- 3.1 The parties agree that this Agreement constitutes the effective and binding amendment of the Reorganization Agreement.
- 3.2 The parties agree that the due date for the performance of the Reorganization Agreement shall be adjusted according to this Agreement. The due date set by the Reorganization Agreement shall be completely and unconditionally replaced by the due date set by this Agreement as the final due date. Until 31 December 2006, all parties shall not undertake any claim for compensation due to any action or matter arising from the implementation of the Reorganization Agreement. The Parties hereby agree that if the completion of the transactions set out in clause 2.6 of the Re-organization Agreement is not achieved by 31 December 2006, the Parties shall be entitled to claim all compensation pursuant to the Re-organization Agreement.
- 3.3 The Reorganization Agreement and this Agreement shall be read and construed as one document and this Agreement shall be considered to be part of the Reorganization Agreement and, without prejudice to the generality of the foregoing, where the context so allows, references in the Reorganization Agreement to 'this Agreement' or 'this Reorganization Agreement', howsoever expressed, shall be read and construed as references to the Reorganization Agreement as amended, varied, modified or supplemented by this Agreement

4. COSTS AND EXPENSES

Each party shall bear its own expenses, including legal fees, incurred in connection with the preparation, review, negotiation and execution of the terms of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf as of the day and year first above written.

GUANGXI YUCHAI MACHINERY COMPANY LIMITED  
Signed: /s/ Zhang Shiyong  
Name: Zhang Shiyong

CHINA YUCHAI INTERNATIONAL LIMITED  
Signed: /s/ Teo Tong Kooi  
Name: Teo Tong kooi

COOMBER INVESTMENTS LIMITED  
Signed: /s/ Qin Xiao Long  
Name: Qin Xiao Long

The party named below acknowledges and accepts as of the day and year first above written the contents of this Agreement and irrevocably undertakes to use reasonable efforts to cause Yuchai to fulfill its obligations under this Agreement.

GUANGXI YUCHAI MACHINERY GROUP COMPANY  
Signed: /s/ Zhang Shiyong  
Name: Zhang Shiyong