Article No. 30/2569
Mr. Artit Johnjaras
Public Relations Officer

Disclosure of a Borrower's Information to a Guarantor

Mrs. Methinee, a guarantor for Mrs. Chotika's loan from Sinthana Bank, submitted a request for copies of all loan repayment receipts issued to Mrs. Chotika since the first payment. However, Sinthana Bank refused, stating that such documents could only be requested by Mrs. Chotika (a borrower), and the information contained personal data whose disclosure without the data subject's written consent would constitute an unreasonable encroachment upon personal privacy under Section 15, Paragraph 1 (5) and Section 24, Paragraph 1 of the Official Information Act B.E. 2540 (1997). Mrs. Methinee, therefore, filed an appeal with the Information Disclosure Commissioner.

The Information Disclosure Commissioner on society, public administration, and law enforcement considered that Mrs. Methinee, as guarantor for Mrs. Chotika's loan, was entitled to copies of the loan repayment receipts since the first payment, because the Khirirat Provincial Court had ruled that Mrs. Methinee and Mrs. Chotika were jointly liable to repay the loan with interest to Sinthana Bank. Under Section 693 of the Civil and Commercial Code, a guarantor who has discharged a debt has the right of recourse against the debtor for the principal, interest, and any loss or damage arising from the guarantee. Furthermore, Paragraph 2 of the same Section stated that the guarantor is subrogated to all rights the creditor had against the debtor. This is supported by Section 229, which provides that subrogation operates by force of law for the benefit of, among others, a person who is jointly bound with or for another and has an interest in discharging the debt. Because Mrs. Methinee had already repaid the debt to Sinthana Bank on behalf of Mrs. Chotika, she is entitled to exercise her right of recourse against Mrs. Chotika. Although the requested information constitutes personal data under Section 4, protected under Section 24, Paragraph 1 of the Official Information Act B.E. 2540 (1997), Section 24, Paragraph 1 (8) provides an exception allowing a person with legal authority to request such information without the data subject's prior written consent. In this case, Mrs. Methinee is subrogated to the rights of the original creditor, Sinthana Bank, by operation of law under Section 229 of the Civil and Commercial Code, for the purpose of exercising her right of recourse against the true debtor, Mrs. Chotika. It is therefore ruled that Sinthana Bank shall disclose to Mrs. Methinee the account transaction records relating to loan repayments and four loan repayment receipts, limited to the date and amount of each payment made by Mrs. Chotika. Such disclosure does not constitute an unreasonable encroachment upon personal privacy under Section 15, Paragraph 1 (5) of the Official Information Act B.E. 2540 (1997).

Should there be any inquiries on practices regarding the Official Information Act, B.E. 2540 (1997), please contact the Office of the Official Information Commission, the Office of Permanent Secretary, the Prime Minister's Office via telephone at 0 2283 4678-79.

"To disclose is the key, to conceal is the exemption"

Translated by
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