BAYERISCHES LANDESAMT FÜR DATENSCHUTZAUFSICHT
Data Protection Authority of Bavaria for the Private Sector

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BayLDA Reference	LDA-1085.2-5370/21-FB
Case transferred via IMI Reference	**340361**
IMI Draft Decision Reference	905275
Respondent	[redacted]
Date of Complaint	30/04/2021
Adopted on	21.05.2026

On the basis of the draft decision of the Data Protection Authority of Bavaria for the Private Sector (BayLDA)No. 905275, the Data Protection Authority of Bavaria for the Private Sector (BayLDA) pursuant to Article 60(8) of the GDPR issues the following

Final Decision:

The complaint is rejected.

I. Facts of the case

In his complaint, the complainant described the following facts:

The complainant is a creditor of an insolvent company. The controller has been appointed as insolvency administrator in insolvency proceedings concerning the company's assets. By purchase contract of 11/07/2018 and /12/07/2018, movable assets of the insolvency debtor were sold. The complainant claims that, in this context, confidential personal data were also disclosed to the buyer without being informed or having consented to the processing. In particular, confidential emails exchanged between the complainant and the insolvency debtor should have been disclosed.

By letter dated 30/01/2023, we asked the competent insolvency court for a copy of the insolvency file.
The insolvency file sent to us shows that the buyer named in the contract of 12/07/2018 is also an insolvency creditor and has leased business premises to the insolvency debtor. With the purchase contract of 12/07/2018, domains and various movable objects were sold. The business of the insolvency debtor was discontinued after the opening of the insolvency proceedings, the lease was terminated. It was only possible to take possession of the premises with the help of a bailiff.
The insolvency file contains a letter from the complainant to the insolvency court dated 29/04/2019, in which the complainant expressed, among other things, the allegations made in the present complaint against the controller. The insolvency court had asked the controller to comment at the time. In its observations of 31/05/2019, the controller states that the complainant had been informed of the proceedings by e-mail of 07/06/2018 and had been asked to inform the extent to which there was still a business relationship between him and the insolvency debtor. The controller did not receive a response to this e-mail. Furthermore, the controller asked the insolvency debtor to designate the customers whose property is still in the business premises, but also received no reply. In August 2018, the insolvency debtor still produced with tools owned by the complainant. These tools were requested by the complainant in November 2018. On 11/12/2018, a local meeting with the complainant had taken place. The objects which, according to the

complainant, were his property, were photographed. The controller carried out an audit. In the meantime, the insolvency debtor had gained unauthorised access to the business premises and exchanged locks. The business premises could not be taken back until 20/02/2019. The objects found were issued to the complainant on 15/03/2019 with the exception of a tool produced by the insolvency debtor in respect of which the complainant could not prove his property.
The insolvency court sent the complainant the observations of the controller and informed him that in his view no further action was necessary

By letter dated 21/03/2023, we invited the controller to submit a written opinion on the facts. By letter dated 19/04/2023, the controller informed that it had not disclosed any emails from the complainant with the insolvency debtor.

We gave the complainant the opportunity to comment on the statement of the controller.
The complainant referred in his feedback to the e-mail traffic carried out with the controller in March 2019. Specifically, the complainant had informed by e-mail of 18/03/2019 that the buyer designated in the contract of 12/07/2018 was in possession of a loan agreement concluded between the complainant and the insolvency debtor. In the e-mail of 18/03/2019, the complainant also raises the question why the buyer had access to various documents, business books, e-mails and folders.
In its reply of 19/03/2019, the controller states that on 13/07/2018 it had taken all documents concerning the insolvency debtor. At the same time, it does not rule out that there may have been further documents on the premises and admits that it has no knowledge of the whereabouts of the loan agreement. The buyer was asked to release all the documents in its possession and had been instructed not to disclose any information to third parties.
In a further e-mail dated 28/03/2019, the controller stated that the loan agreement had been issued to her.

By letter dated 31/05/2023, we asked the controller for further written comments on the facts.
By letter of 22/06/2023, the controller pointed out that there were other premises in the building in which the insolvency debtor maintained her business premises, whose usage relationships were unknown to her. The managing director of the insolvency debtor had to be given a key for the front door, because he also had his private apartment in the building. The remark by e-mail of 19/03/2019 should be understood as meaning that it cannot be ruled out that there are further documents in other premises of the property.

We gave the complainant the opportunity to comment on the additional comments made by the controller. The complainant considered that the controller had not sufficiently fulfilled its obligations as an insolvency administrator. In particular, it concluded, without the knowledge of the other creditors, a separate agreement with the buyer.
We pointed out to the complainant that this conclusion is not mandatory, but rather raises the question of the extent to which the conduct of the managing director of the insolvency debtor is judicial. We also asked the complainant whether he had documents relating to the allegation of the agreement reached without the knowledge of the other creditors.
In his feedback, the complainant again raised the question of possible breaches of duty by the insolvency administrator.
By e-mail of 06/09/2023, we informed the complainant that the alleged breaches of duty are beyond our competence. We pointed out that the disclosure of personal data at issue cannot be demonstrated with sufficient certainty.

II. Legal assessment

The alleged disclosure of personal data to third parties by the controller cannot be sufficiently proven.

As the concerned supervisory authorities (BayLDA) did not object to this draft decision, the BayLDA hereby adopts this draft decision as final decision in accordance with Article 60(8) of the GDPR.

Ansbach, 21.05.2026