Juridical Analysis of Civil Liability of Defaulting Patients to Hospitals

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Abstract

The legal relationship between the patient and the hospital is a civil relationship that gives rise to rights and obligations for each party. In the implementation of health services, patients not only have the right to obtain optimal medical services, but are also obliged to fulfill the agreed achievements, including the obligation to pay health service fees. However, in practice, there are still patients who do not fulfill their obligations, causing legal problems in the form of default. This condition can cause losses for the hospital both financially and operationally, so a study is needed on the civil liability of patients who commit defaults against the hospital. This study aims to analyze the legal relationship between patients and hospitals, identify forms of default committed by patients, and examine patients' civil liability based on applicable legal provisions. The research method used is normative juridical research with a statutory approach, a conceptual approach, and a case approach. The legal materials used include the Civil Code, Law Number 17 of 2023 concerning Health, relevant court decisions, and various legal literature related to default and civil liability. The results of the study show that the legal relationship between patients and hospitals is based on a health service agreement that binds the parties based on the principle of pacta sunt servanda. Patient default can be in the form of non-payment, late payment, or non-fulfillment of a predetermined payment agreement. This action gives rise to civil liability in the form of an obligation to pay compensation for losses suffered by the hospital. Hospitals also have the right to pursue legal remedies both through non-litigation and litigation mechanisms to obtain legal protection and the fulfillment of their rights. Therefore, it is necessary to strengthen regulations that are able to provide legal certainty and create a balance of protection of rights and obligations between patients and hospitals.

Keywords: *Patient Default, Civil Liability, Hospital, Legal Protection.*

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2nd International Conference on Islamic Community Studies (ICICS)
Theme: History of Malay Civilisation and Islamic Human Capacity and Halal Hub in the Globalization Era
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Introduction Legal Relationship between Patients and Hospitals

The relationship between the patient and the hospital is a legal relationship born from the existence of an engagement in health services. When a patient comes to obtain health services and the hospital expresses its willingness to provide such services, then legally a contractual relationship has been formed that gives rise to rights and obligations for both parties. This legal relationship is known as a therapeutic agreement or health service agreement which is based on the provisions of civil law regarding engagement. From a civil law perspective, the agreement requires each party to fulfill the agreed achievements, namely the hospital is obliged to provide health services according to professional standards and service standards, while patients are obliged to comply with the terms of service and provide rewards for the health services they receive. Hospitals as health service facilities have a position as legal subjects that provide comprehensive health services through promotive, preventive, curative, rehabilitative, and palliative services. Law Number 17 of 2023 concerning Health emphasizes that hospitals are part of the national health system that is tasked with providing safe, quality, and affordable health services for the community. In the implementation of these functions, hospitals not only have the obligation to protect the rights of patients, but also have the right to obtain legal protection for their rights, including the right to receive payment for health services that have been provided. On the other hand, patients also have the right to obtain proper health services as stipulated in Article 276 of Law Number 17 of 2023 concerning Health, as well as the obligation to provide service rewards for the services they receive as stipulated in Article 277 of the same law.

In the context of civil law, the legal relationship between patients and hospitals can be attributed to Article 1234 of the Civil Code (KUHPercivil) which states that every engagement aims to give something, do something, or not do something. The obligation of hospitals to provide health services and the obligation of patients to pay service fees are forms of achievement that must be fulfilled by the parties. If the patient does not carry out the payment obligation as agreed, then the action can be categorized as default. Consequently, based on Article 1243 of the Civil Code, hospitals have the right to claim compensation if the patient has been declared negligent in fulfilling his obligations and the negligence causes losses. Thus, the legal relationship between patients and hospitals not only reflects the humanitarian aspect of health services, but also contains legal consequences that provide equal protection for the rights and obligations of both parties.

The emergence of the rights and obligations of the parties in health services.

In the implementation of health services, the legal relationship established between patients and hospitals gives birth to reciprocal rights and obligations. Hospitals are obliged to provide safe, quality, humane, fair, and non-discriminatory health services in accordance with professional standards and applicable health service standards. On the other hand, patients have the right to obtain health services, obtain information about their health conditions, and obtain protection for the confidentiality of their medical data. In addition to having rights, patients are also burdened with the obligation to provide correct and complete information about their health conditions, comply with applicable regulations at the hospital, and fulfill the obligation to pay for the health services they have received. The mutual relationship shows that health services not only contain social and humanitarian aspects, but also contain legal aspects that cause consequences for rights and obligations for each party.

In practice, not all patients meet the legal obligations inherent in them. One of the phenomena that often occurs is the non-fulfillment of the obligation to pay health service fees after the patient receives medical services from the hospital. This condition can occur due to various factors, such as economic incapacity, inconsistency in perception of the amount of service costs, and the presence of bad faith from patients or their families. When the patient does not fulfill the payment obligation as agreed or determined based on the services he

receives, then the action can be categorized as a form of default in the civil law relationship. The legal consequence of the default is the right for the hospital to demand the fulfillment of achievements and compensation for the losses suffered. Therefore, legal certainty is needed that is able to provide balanced protection between the patient's right to obtain health services and the hospital's right to obtain payment for the services that have been provided.

Losses suffered by hospitals due to patient default.

Health services provided by hospitals are basically a form of implementation of an agreement that has legal consequences for the parties involved. In this legal relationship, hospitals are obliged to provide health services in accordance with professional standards, medical service standards, and applicable operational standards, while patients are obliged to fulfill the achievements that are their responsibility, including making payments for health services that they have received. However, in the practice of providing health services, there are still patients who do not fulfill their payment obligations either in whole or in part. These actions can cause health service receivables which ultimately have an impact on the hospital's financial condition. If the number of patient receivables continues to increase, hospitals have the potential to experience obstacles in operational financing, procurement of health facilities and infrastructure, meeting the needs of medicines, and payment of health workers' services which are an important part of the implementation of sustainable health services. The losses suffered by hospitals due to patient default are not only material, but can also affect the quality and continuity of health services to the community. Hospitals as public service institutions are required to continue to provide health services without discrimination, even under certain conditions emergency services must still be provided even though patients are not able to fulfill their payment obligations. On the other hand, hospitals still have the right to receive rewards for services that have been provided. From a civil law perspective, the patient's non-compliance in fulfilling payment obligations can be qualified as a default because he did not carry out the achievements that are his obligations as referred to in Article 1234 of the Civil Code. If the negligence causes losses to the hospital, then based on Article 1243 of the Civil Code, the aggrieved party has the right to demand reimbursement for costs, losses, and interest after the debtor is declared negligent in fulfilling his obligations.

Therefore, the existence of legal certainty is very important in providing protection for the rights of hospitals as health service providers. Law Number 17 of 2023 concerning Health recognizes that hospitals have the right to obtain legal protection and compensation for the services provided, in addition to the obligation to ensure the quality and safety of patients. Legal certainty is needed so that there is a balance between the protection of patients' rights to obtain health services and the protection of the hospital's right to obtain achievement fulfillment from patients. Without adequate legal certainty, hospitals have the potential to experience difficulties in collecting patient obligations, while the losses incurred can interfere with the sustainability of health services. Thus, the regulation of civil liability of defaulting patients is an important instrument in realizing justice, legal certainty, and legal benefits for all parties involved in health services.

Problem Formulation

1. What is the legal relationship between patients and hospitals in the perspective of civil law?
2. What is the form of default that the patient has committed against the hospital?
3. What is the civil liability of a patient who commits a default to the hospital?
4. What legal remedies can hospitals take against patients who are in default?

Research Objectives

This study aims to comprehensively analyze the legal relationship established between patients and hospitals in the provision of health services, including the rights and obligations inherent to each party based on the applicable legal provisions. In addition, this study aims to identify various forms of default that can be committed by patients, especially those related to non-compliance in fulfilling obligations that have been agreed with hospitals. This research also aims to analyze civil liability arising from patient default based on the legal principles of engagement and the provisions of the Civil Code, as well as examine various legal remedies that can be taken by hospitals to obtain legal protection and fulfill their rights, both through outof-court dispute resolution mechanisms (non-litigation) and through court channels (litigation).

Research Benefits

This research is expected to provide benefits both theoretically and practically. Theoretically, the results of this research are expected to contribute to the development of legal science, especially in the field of civil law and health law, through the enrichment of studies on the legal relationship between patients and hospitals, the concept of default in health services, and civil liability arising from non-fulfillment of obligations by patients. In addition, this research can be an academic reference for researchers, students, and legal practitioners in understanding the application of the principles of engagement law in the field of health services. Practically, this research is expected to provide guidelines and input for hospitals in handling and resolving disputes arising from patient defaults, both through preventive and repressive efforts, so as to create more effective legal protection, legal certainty for the parties, and a balance between rights and obligations in the implementation of health services.

Literature Review Treaty Theory

Agreement theory is one of the fundamental theories in civil law that regulates legal relations between two or more parties who bind themselves to cause certain legal consequences. According to Article 1313 of the Civil Code (KUHPercivil), an agreement is an act by which one or more people bind themselves to one or more other people. From this understanding, it can be understood that an agreement is the source of the birth of an agreement that gives rise to rights and obligations for the parties who make it. In the context of the legal relationship between the patient and the hospital, the health service agreement is the legal basis that binds both parties, where the hospital is obliged to provide health services according to the applicable standards, while the patient is obliged to fulfill the achievements that are his responsibility, including the payment of health service fees.

The validity of an agreement is determined by the fulfillment of the conditions stipulated in Article 1320 of the Civil Code, namely the agreement of the parties, the ability to make an agreement, a certain thing, and a halal cause. The first two conditions are subjective conditions related to the legal subject who made the agreement, while the last two conditions are objective conditions related to the content or object of the agreement. If the subjective conditions are not met, then the agreement can be cancelled, while if the objective conditions are not met, then the agreement is null and void. In addition, treaty law also recognizes several important principles, including the principle of consensualism, the principle of good faith, the principle of freedom of contract, and the principle of pacta sunt servanda which is the basis for the enactment of an agreement in the Indonesian civil law system.

The principle of freedom of contract gives the parties the freedom to determine whether to make an agreement, choose the parties to be involved, determine the content of the agreement, and determine the form of the agreement as long as it does not conflict with laws and regulations, morality, and public order. Meanwhile, the principle of pacta sunt servanda means that every agreement made legally applies as a law to the parties who make it so that it must be implemented in good faith. This principle provides legal certainty and protection of the rights

of the parties in a contractual relationship. Therefore, if one of the parties does not carry out its obligations as agreed, then the party can be considered to have committed a default and can be held legally liable in accordance with the provisions of the applicable civil law.

Default Theory

Default is one of the important concepts in treaty law that is used to describe a situation when one of the parties to an agreement does not perform its obligations as agreed. According to Subekti, default is the negligence or forgetfulness of a debtor to fulfill the achievements that have been determined in an agreement so as to cause losses to other parties. Meanwhile, Yahya Harahap explained that default is the implementation of obligations that are not on time or carried out not according to the provisions that have been agreed upon by the parties. In line with this opinion, Abdulkadir Muhammad stated that default is the non-fulfillment of obligations by the debtor due to a mistake that can be accounted to him so as to give rise to the right for creditors to demand the fulfillment of achievements or compensation. Thus, default is essentially a form of violation of the agreement that has been agreed upon and causes legal consequences for the party who commits the violation.

In civil law, default occurs when there is a legal relationship of engagement and one of the parties fails to fulfill the obligations for which it is responsible. The existence of default is not only based on the non-performance of achievements, but also includes various forms of violations of the content of the agreement. Therefore, the theory of default serves as a basis for determining whether or not there is a breach of contract, as well as a basis for the aggrieved party to demand the fulfillment of achievements, cancellation of agreements, and compensation. In practice, the determination of default must take into account the content of the agreement, the period of implementation of the achievement, and the existence of elements of negligence or mistake from the party who is obliged to fulfill the achievement.

According to the doctrine of civil law, default can be distinguished into four forms. First, not carrying out achievements at all, namely when the obligated party does not do what has been promised. Second, late in carrying out achievements, namely when obligations are fulfilled but pass the time specified in the agreement. Third, carrying out achievements but not in accordance with the content of the agreement, so that the quality or quantity of achievements does not meet the agreement of the parties. Fourth, doing something that according to the agreement is forbidden to do. These four forms of default can cause losses to the aggrieved party and provide the right to file a claim in the form of fulfilling achievements, cancellation of agreements, and compensation in accordance with the provisions of applicable civil law. In the context of the legal relationship between the patient and the hospital, the most common form of default is the non-fulfillment of the obligation to pay health service costs by the patient after obtaining medical services from the hospital.

Civil Liability Theory

Civil liability theory is a theory that explains the existence of a person's legal obligation to bear the consequences of his actions or negligence that cause losses to other parties. In civil law, liability is born due to the existence of a legal relationship that originates from an agreement or because of an unlawful act. Liability theory emphasizes that any party that does not fulfill its legal obligations must be held accountable for the consequences caused to the aggrieved party. In the context of a contractual relationship, civil liability arises when one of the parties does not carry out the performance as agreed, thus causing losses for the other party. Therefore, the concept of civil liability functions as a legal instrument to provide protection for the rights of the aggrieved party and ensure the implementation of legal certainty in an engagement relationship.

Civil liability due to default is realized through the obligation to provide compensation to the aggrieved party. This provision is regulated in Article 1243 of the Civil Code which states

that reimbursement of costs, losses, and interest can be demanded if the debtor remains negligent in fulfilling his obligations after being declared negligent. Furthermore, Article 1246 of the Civil Code explains that compensation includes costs (*kosten*), losses (*schaden*), and interest (*interesten*) arising from non-fulfillment of an agreement. In the legal relationship between the patient and the hospital, if the patient does not fulfill the obligation to pay health service fees as agreed, then the action can be categorized as a default that gives rise to civil liability. Thus, the hospital as the aggrieved party has the right to demand the fulfillment of achievements and compensation in accordance with the provisions of the applicable civil law in order to obtain legal protection and legal certainty for its rights.

Legal Protection Theory

Legal protection theory is one of the theories used to explain the state's efforts to provide legal guarantees and certainty to every legal subject for the rights they have. According to Philipus M. Hadjon, legal protection is the protection of dignity and dignity as well as recognition of human rights owned by legal subjects based on applicable legal provisions. Hadjon differentiates legal protection into two forms, namely preventive legal protection and repressive legal protection. Preventive legal protection aims to prevent disputes through clear regulation of rights and obligations in laws and regulations, while repressive legal protection is provided through a dispute resolution mechanism when rights violations have occurred. In the context of health services, this theory emphasizes that hospitals as legal entities and health service providers also have the right to obtain legal protection for their rights, including the right to obtain payment for health services that have been provided to patients.

According to Satjipto Rahardjo, legal protection is an effort to provide protection for the rights of the aggrieved community so that they can enjoy their rights fairly and with dignity. This theory places law as a means to realize justice, utility, and legal certainty for all legal subjects. In the legal relationship between patients and hospitals, legal protection is not only given to patients as recipients of health services, but also to hospitals as health service providers who have rights and obligations based on laws and regulations. Therefore, when a patient commits a default, such as not fulfilling the obligation to pay health service fees, the hospital has the right to obtain legal protection through the mechanism of collection, mediation, summons, or civil lawsuits to ensure the fulfillment of their rights.

Legal Relationship between Patients and Hospitals

The legal relationship between the patient and the hospital is basically a civil law relationship born from the existence of a therapeutic agreement and a health service agreement. A therapeutic agreement is a legal relationship that occurs between medical personnel or doctors and patients in the context of providing medical measures to achieve the goal of healing or restoring the patient's health. Meanwhile, the health service agreement is a broader legal relationship between patients and hospitals as health service providers. The legal relationship gives rise to rights and obligations that are binding on the parties. Patients have the right to receive safe, quality, humane health services, and obtain complete information about their health conditions. On the other hand, patients are obliged to provide honest information about their health conditions, comply with hospital regulations, and fulfill payment obligations for the health services they receive.

As a health service provider, hospitals have the right to receive service rewards, get legal protection in carrying out health services, and obtain correct information from patients. In addition, hospitals are obliged to provide health services in accordance with professional standards, service standards, and operational standards of applicable procedures, as well as ensuring the safety and security of patients during treatment. These rights and obligations show that the legal relationship between patients and hospitals is reciprocal rights and obligations, so each party is obliged to carry out its obligations in good faith. If one of the parties does not

fulfill the obligations that have been determined, then legal consequences can arise in the form of liability demands in accordance with the provisions of civil law and applicable health laws. Therefore, therapeutic agreements and health service agreements are an important basis in determining the rights, obligations, and legal responsibilities of the parties in the implementation of health services.

Research Methodology

This research is a normative legal research that is descriptive using a statutory *approach* and a *conceptual approach*. The legislative approach is carried out through a study of the Civil Code (Civil Code), Law Number 17 of 2023 concerning Health, and regulations governing the operation of hospitals. The conceptual approach is used to examine the concepts of default, civil liability, and therapeutic agreements. The source of legal material consists of primary legal materials in the form of laws and regulations and court decisions, as well as secondary legal materials in the form of books and journal articles relevant to the research.

Results and Discussion Legal Relationship between Patients and Hospitals

The legal relationship between patients and hospitals is basically born from the existence of a health service agreement that gives rise to rights and obligations for the parties. A health service agreement is an agreement between the patient as the recipient of the service and the hospital as the health service provider to provide medical services according to applicable standards. In this relationship, hospitals are obliged to provide safe, quality, and professional health services, while patients are obliged to meet the conditions that have been set in the health service process. This legal relationship is civil in nature because it is based on an agreement that gives birth to an alliance as regulated in the law of the treaty.

In addition to the health service agreement, the legal relationship between the patient and the hospital is also based on a therapeutic agreement. A therapeutic agreement is a legal relationship that arises between a patient and medical personnel in the context of medical measures for diagnosis, treatment, and recovery of the patient's health. The main characteristic of a therapeutic agreement is the patient's consent to the medical procedure to be performed after obtaining adequate information about the benefits, risks, and alternatives of medical procedures. Although therapeutic agreements involve more doctors and patients, hospitals still have legal ties because they are institutions that provide the facilities, infrastructure, and health service system where the medical procedure is carried out.

The legal relationship born from a health service agreement and a therapeutic agreement gives rise to rights and obligations that must be fulfilled by the parties. Hospitals have the right to obtain payment for health services that have been provided and obtain legal protection in carrying out health service functions in accordance with the provisions of laws and regulations. On the other hand, patients are obliged to pay the cost of health services they receive and comply with the rules and regulations that apply in the hospital. The balance between rights and obligations is the basis for creating a fair legal relationship and providing legal certainty for the parties. If the patient does not meet the payment obligation or violates the agreed provisions, then this action can cause legal consequences in the form of default which opens up opportunities for the hospital to demand the fulfillment of its rights through the available legal mechanisms.

Based on a civil law perspective, the relationship between the patient and the hospital is a legal relationship born from an agreement or agreement of health services. When the hospital has carried out its obligations by providing medical services to patients, the patient is obliged to fulfill its achievements in the form of payment of service fees according to the agreement. If the patient does not carry out these obligations, either by not paying, delaying payment, or violating the payment agreement that has been made, then the action can be qualified as default as stipulated in the Civil Code. In the legal relationship between the patient and the hospital, there is an agreement that gives rise to rights and obligations for each party. Hospitals are

obliged to provide health services in accordance with professional standards and applicable service standards, while patients are obliged to fulfill achievements in the form of payment of health service fees that they have received. If the patient does not fulfill these obligations, then juridically the action can be qualified as a default as stipulated in Book III of the Civil Code.

Forms of Patient Default to the Hospital Not Paying Hospital Bills

One form of default that can be committed by patients to the hospital is not paying bills for the health services they have received. In the legal relationship between the patient and the hospital, after the hospital provides medical services, the patient is obliged to fulfill his achievements in the form of payment of service fees in accordance with applicable regulations. Default occurs when the patient goes home or leaves the hospital without completing the payment obligations for which he is responsible. This action resulted in the hospital not obtaining its rights as agreed, causing financial losses.

Arrears of Payments

Another form of default is delinquency in payment of health service fees. In practice, hospitals often provide payment grace periods to patients based on certain agreements. However, if the patient does not pay the service fee according to the specified time, then the patient can be considered to have committed default. The delay in payment is a form of nonfulfillment of achievements on time as stipulated in the law of engagement. As a result, the hospital has the right to demand the fulfillment of achievements and compensation for the losses caused by the delay.

Violating the Payment Agreement

Default can also occur when a patient violates a payment agreement that has been made with the hospital. For example, the patient has agreed to pay through an installment system or a phased payment, but does not meet his obligations according to the agreed schedule. This action shows that the patient is not carrying out the content of the agreement as it should. According to civil law, failure to fulfill the agreed obligations can be a basis for the aggrieved party to file a claim for the fulfillment of the agreement, cancellation of the agreement, or a claim for compensation.

Civil Liability Analysis of Defaulting Patients

The civil liability of patients who commit a default against the hospital is basically born from the existence of a legal relationship based on a health service agreement. In this relationship, the hospital is positioned as the party that provides health services, while the patient is obliged to fulfill the achievements that have been agreed, especially related to the payment of service fees. Therefore, the first element that must be proven in a default lawsuit is the existence of a valid agreement between the patient and the hospital. The agreement can be in the form of written consent or an agreement that arises implicitly when the patient receives health services from the hospital.

In addition to the agreement, the second and third elements in default are the existence of obligations that must be fulfilled and the occurrence of violations of these obligations. In the context of health services, patient obligations are generally in the form of payment of treatment costs, medical procedure costs, medicines, and other administrative costs. If the patient does not carry out these obligations, is late in carrying them out, or does not carry them out in accordance with the agreement that has been made, it can be categorized as a default. The violation of the obligation shows that the patient does not fulfill the achievements as promised, giving rise to the right for the hospital to demand the fulfillment of obligations and compensation.

The fourth element in default is the occurrence of losses for the aggrieved party. In the case of a patient who is in default, the loss experienced by the hospital can be in the form of material losses that include unpaid health service bills, administrative costs that have been

incurred, and operational losses incurred due to the use of hospital resources to provide services to patients. Based on Article 1243 of the Civil Code, the aggrieved party has the right to demand reimbursement for costs, losses, and interest as a result of non-fulfillment of an agreement. Thus, the hospital has a legal basis to demand reimbursement for all losses directly incurred by the patient's default.

The form of civil liability for a defaulted patient is not only limited to the payment of material damages, but can also include the payment of interest and fines if this has been previously agreed upon by the parties. In addition, if the dispute is resolved through litigation, patients who are declared in default by the court may be charged a case fee in accordance with the provisions of the civil procedure law. Therefore, the civil liability of a defaulting patient includes the obligation to meet the principal performance, pay the losses incurred, the interest or fines agreed, as well as the costs incurred during the dispute resolution process.

Hospital Legal Remedies for Defaulting Patients

If the patient does not meet the payment obligation as agreed, the hospital will generally take non-litigation legal remedies first. This effort is carried out by considering the efficiency of dispute resolution and the good relationship between the hospital and the patient. The usual form of non-litigation effort is the provision of summonses or written reprimands to patients to immediately fulfill their obligations. In addition, hospitals can negotiate to find a payment solution that is acceptable to both parties, for example through payment restructuring or installment systems. If negotiations do not reach an agreement, dispute resolution can be continued through mediation involving a neutral third party to help the parties reach a peaceful settlement without going through the judicial process.

If the non-litigation effort is unsuccessful, the hospital can take the litigation route through filing a default lawsuit to the District Court based on the provisions of Book III of the Civil Code. In the lawsuit, the hospital can demand payment of unfulfilled obligations along with compensation arising from the patient's default. To ensure the implementation of the court decision, the hospital can also apply for a guarantee confiscation (conservatoir beslag) against the patient's assets if there is a concern that the patient will transfer or hide his assets. After the decision has permanent legal force (inkracht van gewijsde), the hospital can apply for the execution of the decision through the court in order to obtain the fulfillment of its rights by force in accordance with the provisions of the civil procedure law.

Although various legal remedies are available, law enforcement against patients who are in default in practice faces a number of obstacles. One of the main obstacles is the difficulty of tracking patients who provide incomplete identities or change domicile after obtaining health services. In addition, the patient's economic incapacity is often an obstacle in the implementation of the decision, because even if the lawsuit is granted, the patient does not necessarily have the financial ability to fulfill his obligations. Hospitals are also often faced with considerations of humanitarian aspects and the right to health guaranteed by the constitution, so legal steps against patients must be carried out proportionately while still paying attention to the principles of justice, humanity, and protection of patients' rights.

Justice and Legal Certainty Analysis

The analysis of the liability of patients who commit a default to the hospital can be reviewed through Aristotle's Theory of Justice. Aristotle differentiated justice into distributive justice and corrective justice. Distributive justice emphasizes the proportionate granting of rights and obligations according to the position of each party, while corrective justice aims to restore the balance that is disturbed due to rights violations. In the legal relationship between the patient and the hospital, the hospital has carried out its obligations by providing health services, so that the patient is obliged to fulfill his achievements in the form of payment of service fees. When patients do not fulfill these obligations, there is an imbalance of rights and

obligations that cause losses for the hospital. Therefore, the demand for compensation for patients who are in default is a form of applying corrective justice to restore the legal balance between the parties.

From the perspective of Gustav Radbruch's Theory of Legal Certainty, law must be able to provide certainty, justice, and benefits to society. In the context of a patient's default on the hospital, legal certainty is needed so that the hospital's right to obtain payment for the services that have been provided gets clear protection based on the provisions of civil law. Article 1238, Article 1243, and Article 1246 of the Civil Code provide a legal basis for hospitals to demand the fulfillment of achievements, compensation, costs, and interest due to default. The existence of these rules provides certainty regarding the rights and obligations of the parties as well as the dispute resolution mechanism in the event of a violation of the agreement. Thus, the application of the default law not only guarantees the interests of the hospital as a creditor, but also provides legal certainty for patients regarding the legal consequences of their actions.

Furthermore, based on Philipus M. Hadjon's Legal Protection Theory, legal protection is an effort to protect the rights of legal subjects through preventive and repressive means. In the case of patient default, hospitals as health service providers have the right to obtain legal protection for their economic rights arising from the provision of health services. Preventive legal protection can be realized through service agreements, payment approvals, and clear administrative mechanisms before services are provided. Meanwhile, repressive legal protection is provided through the right of hospitals to file summonses, mediation, or civil lawsuits if patients do not fulfill their obligations. Therefore, the theory of legal protection emphasizes that hospitals not only have the obligation to provide health services to the community, but also have the right to obtain legal protection for their rights as parties who have carried out achievements according to the agreement.

Conclusion

The legal relationship between the patient and the hospital is basically a civil law relationship born from the existence of a health service agreement. In this relationship, hospitals are obliged to provide health services in accordance with professional standards and applicable service standards, while patients are obliged to fulfill the rights of hospitals, especially related to the payment of service fees that they have received. Therefore, every right and obligation arising in the relationship must be carried out in a balanced manner based on the principles of good faith, legal certainty, and justice. If the patient does not carry out his obligations as agreed, then the action can be categorized as a default that causes legal consequences for the patient as a party who violates the agreement.

Based on the results of the analysis, the form of patient default towards the hospital can be in the form of not paying health service bills, late payments, or violating previously approved payment agreements. The act of default causes losses to the hospital so that patients can be held to civil liability in the form of reimbursement of costs, losses, and interest in accordance with the provisions of the Civil Code. To obtain the fulfillment of their rights, hospitals can take various legal remedies, either through non-litigation channels such as summons, negotiations, and mediation, or through litigation by filing a default lawsuit with the court. Thus, Indonesia's civil law system has provided a legal protection mechanism that allows hospitals to obtain legal certainty and recovery for losses incurred due to patient default.

In addition, an analysis based on Aristotle's Theory of Justice, Gustav Radbruch's Theory of Legal Certainty, and Philipus M. Hadjon's Legal Protection Theory shows that hospitals as health service providers not only have the obligation to provide services to the community, but also have the right to obtain legal protection for their civil rights. The enforcement of civil liability for defaulting patients is a form of creating a balance between the rights and obligations of the parties, as well as providing legal certainty for hospitals in obtaining payment for services that have been provided. However, the implementation of legal remedies must still consider humanitarian aspects, the economic capabilities of the patient, and the principle of justice so

that dispute resolution can provide proportionate benefits and legal protection for all parties involved.

Suggestions

Based on the results of the research, hospitals need to strengthen clauses in health service agreements to provide legal certainty for the parties involved. The clause should clearly contain the rights and obligations of the patient and hospital, the payment mechanism, the repayment period, and the legal consequences that may arise in the event of default. The clarity of the arrangements in the health service agreement not only serves as a dispute prevention tool, but can also be a strong legal basis for hospitals to demand the fulfillment of patient obligations in the event of a breach of the agreement. In addition, the government needs to develop clearer and more comprehensive regulations regarding legal protection for hospitals against patients who commit defaults. The regulation is expected to provide strict guidelines regarding billing mechanisms, dispute resolution, and forms of legal protection that can be provided to hospitals without ignoring the rights of patients as recipients of health services. In the event of a dispute, settlement through mediation should be prioritized before filing a lawsuit with the court. Mediation can be an effective means of reaching an agreement that benefits both parties, saves time and costs, and maintains good relations between hospitals and patients so that dispute resolution can be carried out in a more fair and humane manner.

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