

***Juridical Analysis of Default Lawsuits in the Implementation of Peace Agreement Letters Due to Alleged Medical Negligence
(Case Study of Decision Number 232/pdt. G/2025 PN Medan)***

Trie Tirta Nadya Marbun¹; July Esther²; Besty Habeahan³.

Faculty of Law, HKBP Nommensen University Medan
E-mail : trietirta.marbun@student.uhn.ac.id, julyesther@uhn.ac.id,
bestyhabeahan@gmail.com

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ABSTRACT

This research is motivated by a medical dispute due to alleged negligence (malpractice) that has been settled out of court, but the hospital did not implement the contents of the agreement, thus creating legal uncertainty for the patient. The research problem is focused on the validity of the medical dispute settlement agreement and the judge's legal considerations in deciding the default case in Decision Number 232/Pdt.G/2025/PN Medan, with the aim of analyzing the legal status of the settlement deed and legal protection for the injured party. The research method used is normative legal research with a case and statutory approach. The results of the study indicate that the settlement agreement between the patient and the hospital is valid and binding based on Articles 1320 and 1338 of the Civil Code, which changes the legal relationship into a purely contractual relationship. In his decision, the judge stated that the Defendant was in default because he violated the obligation to pay compensation and medical costs that had been agreed upon, so he was sentenced to pay material compensation of Rp266,000,000. It is recommended for the parties that each peace agreement be confirmed through a court decision (Van Dading) or a notarial deed to guarantee stronger executorial powers, and for the hospital to be highly committed to implementing the agreement in order to protect the patient's rights and the institution's reputation.

Key Word : Wanprestasi, Peace Agreement, Medical Dispute, Judge's Consideration

A. Introduction

Health is a basic need and something that must be considered by every human being.¹ Health is the main capital that is very important in carrying out daily human life. Human life is not said to be perfect without health.² In health itself there are several aspects. This

¹ Joni Afriko, *Health Law Theory and Its Application*, In Media, Bogor, 2016, p. 19.

² Darmawan, *Health Ethics and Law* (Jakarta: Pustaka Siswa, 2019).

health aspect consists of health services, health facilities and health workers.³ Health services are a concept used in providing health services to the community.⁴ Health facilities are a forum or place used to carry out health service efforts which include hospitals, doctors' practices, and health centers.⁵ Health workers are people who carry out health service efforts which include doctors, nurses, pharmacists, and midwives.⁶

At first, society considered disease to be a mystery, so no one could explain correctly why a disease affects one person and does not affect another. The treatment can only be done by religious leaders through prayer. This thinking pattern gave rise to the term *priestly medicine*.⁷ The legal basis for this health law is contained in Law Number 36 of 2009 concerning Health Law.⁸ With the existence of the Law in its implementation, health services have been protected by a legal basis that is valid and recognized by Indonesian law.

In practice in the world of health, there are three legal subjects that have roles and relationships that are interrelated with each other. Medical personnel, patients, and hospitals are the three most crucial legal subjects in carrying out their rights and obligations as regulated by the rules of medicine, both legal and non-law.⁹ Specifically in this proposal, the medical personnel that the author will discuss are doctors.¹⁰ Doctors are people who provide health services, patients as recipients of health services while hospitals are providers or media where doctors and patients have legal relations in carrying out health service activities.¹¹

The legal relationship that occurs between doctors and patients in civil law is what is known as mutual agreement to bind themselves in carrying out treatment or health services and what is called an engagement (*verbinten*) is ¹²formed. The engagement begins with an agreement or agreement. The agreement between the doctor and the patient in health services is often referred to as a therapeutic appointment.¹³ A therapeutic agreement or therapeutic transaction is an agreement between a doctor and a patient that authorizes the doctor to carry out activities and provide health services to patients based on the expertise and skills possessed by the doctor.¹⁴

In a therapeutic agreement between doctors and patients in civil law, there are reciprocal obligations, namely the doctor's obligation to be the patient's right and the

³ Alexandra Indriyanti Dewi, *Health Ethics and Law*, (Yogyakarta: Pustaka Book Publisher, 2008), p. 5.

⁴ M. A. Moegni Djojodirjo, *Unlawful Acts* (Jakarta: Pradnya Paramita, 1982).

⁵ Munir Fuady, *False Oath & Medical Malpractice*, (Bandung: Citra Aditya Bakti, 2010), p. 88.

⁶ M. Yahya Harahap, *Civil Procedure Law* (Jakarta: Sinar Grafika, 2017).

⁷ Safitri Hariyani, *Medical Disputes* (Jakarta: Diadit Media, 2005)

⁸ Indonesia, Law No. 36 of 2009 concerning Health.

⁹ Anny Isfandyarie, *Legal Liability and Sanctions for Doctors Book I*, Prestasi Pustaka Publisher, 2006, p. 57.

¹⁰ M. Ali Mansyur, *The Law of Agreements: Default and Compensation* (Semarang: Unissula Press, 2010).

¹¹ Bahder Johan Nasution, *Health Law: Doctors' Accountability* (Jakarta: Rineka Cipta, 2013).

¹² Wirjono Prodjodikoro, *Civil Law on Certain Approvals* (Bandung: Sumur Bandung, 2011).

¹³ Civil Code (KUHPercivil)

¹⁴ H. Darmawan, *Health Ethics and Law*, Jakarta: Pustaka Siswa, 2019, p. 45. J. Satrio, Default according to the Civil Code, Doctrine, and Jurisprudence. Bandung : 2012. Image of Aditya Bakti. p.3

patient's obligation to be the doctor's right.¹⁵ In the doctrine of law, there are two types of engagements, namely the commitment of effort (*inspanning verbintenis*), then the achievements that must be given by health workers are the maximum possible effort, and the commitment of results (*resultaat verbintenis*), then the achievements that must be given by health workers are in the form of certain results.¹⁶

Doctors as health workers and patients as recipients of health services have the same position in the eyes of the law, thus based on therapeutic transactions both have legal liability.¹⁷ In therapeutic transactions between doctors and patients, a legal relationship is born that is vertical. It is not surprising that many lawsuits were found that patients gave to doctors. A doctor is considered liable in the field of civil law if the doctor commits things such as negligence (Article 1239 of the Civil Code), commits unlawful acts (Article 1365 of the Civil Code), commits negligence resulting in losses (Article 1366 of the Civil Code) and neglects to do his job as the person in charge (Article 1367 of the Civil Code).¹⁸

Default is an event or circumstance, in which the debtor has not fulfilled his obligation to perform his contract properly, and the debtor has an element of fault with it.¹⁹ If a medical dispute is based on default, it will be related to the implementation of an agreement in the field of health or a therapeutic agreement.²⁰ A default in the therapeutic agreement may occur, if there is a party to the agreement that does not meet the performance in the therapeutic agreement either due to error or negligence.²¹

Prestasi dalam perjanjian terapeutik yakni upaya secara maksimal untuk kesembuhan pasien, ia tidak berkewajiban untuk menghasilkan suatu hasil tertentu (kesembuhan).²² Gugatan sengketa medik atas dasar wanprestasi dapat dilakukan baik oleh Pasien maupun dokter atau rumah sakit atau pihak lain yang merasa dirugikan. Pada saat mengajukan gugatan wanprestasi, pihak yang mendalilkan harus membuktikan dimana letak wanprestasi atau menunjukkan dimana letak prestasi dalam perjanjian yang tidak dipenuhi.²³

In order to strengthen the theoretical foundation and show the position of this research, it is necessary to present several previous studies that are relevant to the theme of default and peaceful agreement in medical disputes.

Research conducted by Rizky Amalia in the journal *Lex Privatum* entitled "*Analysis of Defaults in Medical Agreements*" discusses defaults in the relationship between therapeutic agreements between doctors and patients. The research focuses on forms of default in

¹⁵ R. Subekti, *Covenant Law*, Jakarta: PT Intermedia, 2014, pp. 1–2.

¹⁶ R. Subekti & R. Tjitrosudibio, *Civil Code* (Jakarta: Pradnya Paramita, 2009)

¹⁷ Bahder Johan Nasution, *Health Law: Doctors' Accountability* (Jakarta: Rineka Cipta, 2013).

¹⁸ Safitri Hariyani, *Medical Disputes* (Jakarta: Diadit Media, 2005).

¹⁹ Syahrul Machmud, *Law Enforcement and Legal Protection for Doctors* (Jakarta: Karya Bakti, 2008).

²⁰ Nanda Amalia, "The Legal Force of Peace Agreements Beyond Court," *Malikussaleh Law Review Journal* 1, no. 1 (2019): 14–25

²¹ Agus Budiarto, "The Legality of Peace Agreement Letters," *Journal of De Jure Law* 11, no. 2 (2021): 88–102

²² Rizky Amalia, "Analisis Wanprestasi dalam Perjanjian Medis," *Lex Privatum* 7, no. 4 (2019): 55–63.

²³ C. T. B. Manurung, et al., "Kewenangan Mengadili dalam Sengketa Wanprestasi pada Perjanjian Joint Venture," *Locus Journal of Academic Literature Review* (2023): 219–230

medical services and the consequences of damages that can be sued under the Civil Code. However, the focus of the study is still on the default in the therapeutic agreement directly, not on the default due to the violation of the peace agreement.

Furthermore, research by Nanda Amalia in the *Malikussaleh Law Review Journal* entitled "*The Legal Strength of Peace Agreements Outside the Court*" discusses the legal position of peace agreements in the perspective of civil law. The research confirms that peace agreements have binding force as long as they meet the legal requirements of the agreement. However, the study did not specifically examine the context of medical disputes or the implications of breach of peace agreements on the transformation of the lawsuit basis from unlawful to default.

Research by Agus Budianto in *the Journal of De Jure Law* entitled "*The Legality of Peace Agreement Letters*" discusses aspects of legality and the evidentiary power of peace agreements. The study focuses more on the formal aspects and evidentiary strength of a peace agreement in civil procedure law, without analyzing in depth the substantial implications of the burden of proof in medical disputes.

In addition, conceptually, the study of the legal responsibility of medical personnel is widely discussed by Bahder Johan Nasution in *Health Law: Doctors' Responsibility*, which outlines the liability of doctors in the civil, criminal, and administrative realms. However, the discussion still focused on the construction of liability due to medical negligence (PMH), not specifically discussing the legal consequences of the violation of the peace agreement.

Various previous studies have generally discussed defaults in therapeutic agreements or legal liability of medical personnel based on unlawful acts (PMH). However, studies that specifically highlight violations of peace agreements (peace deeds/dading) in medical disputes and the transformation of the basis of lawsuits from PMH to contractual defaults are still very limited.

This research has novelty because it specifically analyzes the shift in legal construction from unlawful acts lawsuits to tort lawsuits due to non-implementation of a peaceful agreement in medical disputes, as well as examines its implications for the burden of proof and legal protection of patients. Thus, this study is not only descriptive of the decision, but also provides a normative-critical analysis of the development of medical dispute resolution practices in Indonesia.

B. Research Methods

Research methods are the steps used by researchers to obtain data, analyze it, and draw conclusions systematically in order to solve a problem or answer research questions in a simple sense, research methods mean scientific methods used to discover, develop, and prove a truth based on existing data and theories. The object of this research can be limited to the problem to be studied, As for the object of this research, the legal responsibility of the debtor who defaults on the agreement followed by fiduciary guarantees and legal considerations of the judge in Decision Number 232/Pdt.G/2025/PN Mdn reviewed from

the principle of legal certainty. The data collection method used is Document Study or *Library Research*.²⁴

A data source is the origin or place where the data is obtained, which can be a person, a document, an object, or any other record. Data and data sources are essential in research to ensure the validity and reliability of results.²⁵

This research is a normative legal research (normative juridical research) using a statutory approach and a case approach. The legislative approach is carried out by examining the provisions of the Civil Code, especially Article 1320, Article 1338, Article 1243, and Article 1851 of the Civil Code, as well as the provisions in Law Number 36 of 2009 and Law Number 17 of 2023 concerning Health.²⁶

The case approach is carried out by analyzing Decision Number 232/Pdt.G/2025/PN Medan to examine the judge's legal considerations in assessing the element of default on the implementation of the peace agreement in medical disputes.²⁷

The legal material analysis technique is carried out qualitatively through legal interpretation methods and argumentative analysis of judges' considerations, in order to assess the suitability between legal norms, legal facts, and verdicts.

C. Results And Discussion

1. Legal Position of the Peace Act (Dading) in Medical Disputes

A peace agreement or fathering agreement as stipulated in Article 1851 of the Civil Code is an agreement in which the parties end an ongoing dispute or prevent the occurrence of a dispute through a mutual agreement. In the context of medical disputes, a peace deed serves as a legal instrument that transforms the legal relationship of the parties from a relationship based on alleged negligence (unlawful acts) to a contractual relationship.²⁸

Based on Article 1320 of the Civil Code, an agreement is declared valid if it meets four conditions, namely the agreement of those who bind themselves, skills, a certain thing, and a halal cause. The peace agreement in Decision Number 232/Pdt.G/2025/PN Medan has fulfilled these four elements because it was made consciously, signed by the parties, and contains clear obligations regarding compensation payments and advanced medical financing.²⁹

With the fulfillment of the legal conditions of the agreement, based on Article 1338 of the Civil Code, the agreement is valid as a law for the parties (*pacta sunt*

²⁴ Peter Mahmud Marzuki, *Legal Research: Revised Edition*, (Jakarta: Kencana Prenada Media Group, 2017), p. 140.

²⁵ Sugiyono, *Quantitative, Qualitative, and R&D Research Methods*, Bandung: Alfabeta, 2019, p. 5.

²⁶ Sudarsono, *Research Methodology* (Jakarta: Pustaka Ilmu, 2020).

²⁷ Medan District Court, Decision Number 232/Pdt.G/2025/PN Medan.

²⁸ Nanda Amalia, "The Legal Strength of Peace Agreements Beyond Court," *Malikussaleh Law Review Journal* 1, no. 1 (2019): 14–25.

²⁹ Agus Budiarto, "The Legality of Peace Agreement Letters," *Journal of De Jure Law* 11, no. 2 (2021): 88–102.

servanda). This principle affirms that a peace agreement is not just a moral commitment, but has perfect binding force in civil law.³⁰

2. Transformation of the Lawsuit Policy from PMH to Default

One of the important aspects of this decision is the shift in the basis of the lawsuit. The initial dispute was in the form of alleged medical negligence which theoretically fell within the realm of Article 1365 of the Civil Code regarding unlawful acts, after the peace agreement was made it turned into a contractual dispute.³¹

This change has significant juridical implications. First, the plaintiff is no longer burdened with proving the element of technical medical error. Second, the focus of proof shifted to violating the content of the agreement. Third, the burden of proof becomes simpler because it is only necessary to prove the existence of an agreement and the non-fulfillment of achievements.³²

This transformation reflects the development of medical dispute resolution practices in Indonesia, where peaceful agreements give birth to new legal relationships that stand alone on a contractual basis.³³

3. Analysis of the Fulfillment of the Element of Default

Default occurs if the debtor does not meet the achievement as agreed. In this case, the judge assessed the existence of default based on four main elements:

1. The existence of a valid agreement (peace deed of July 16, 2024);
2. There is an obligation to pay compensation and medical expenses;
3. Failure to fulfill these obligations;
4. Actual losses amounted to IDR 266,000,000.³⁴

This element is in accordance with the provisions of Article 1243 of the Civil Code regarding compensation due to default.³⁵

However, critically, this decision shows that the judge has not explicitly mapped the elements of default one by one in his legal considerations, but directly concluded that there was negligence based on the letter evidence. Substantively, these conclusions are correct, but methodologically legal arguments can be strengthened by a more systematic analytical construction.

4. Judge's Judgment and the Principle of Good Faith

The judge based his decision on Article 1338 paragraph (3) of the Civil Code which states that the agreement must be implemented in good faith.

Refusal or delay in the performance of obligations without valid legal reasons is considered as:

1. Breach of contract;
2. Indications of the absence of good faith;

³⁰ Joni Afriko, *Health Law: Theory and Its Application* (Bogor: In Media, 2016).

³¹ Civil Code (KUHPerdata).

³² Safitri Hariyani, *Medical Disputes* (Jakarta: Diadit Media, 2005).

³³ *Ibid.*

³⁴ Rizky Amalia, "Analysis of Default in Medical Agreements," *Lex Privatum* 7, no. 4 (2019): 55-63

³⁵ M. Ali Mansyur, *The Law of Agreements: Default and Compensation* (Semarang: Unissula Press, 2010).

3. Abuse of peace agreements.³⁶

From the perspective of civil law doctrine, the principle of good faith is a fundamental principle in the performance of contracts. This ruling emphasizes that the institution of peace has real juridical consequences if violated.³⁷

5. Implications of the Decision on the Practice of National Medical Disputes

This ruling has important implications for national medical dispute resolution practices.³⁸

First, strengthening the position of the peace deed as a new legal title that gives birth to an independent contractual relationship.

Second, providing legal certainty for patients as aggrieved parties.

Third, encouraging hospitals to be more careful in making and implementing peace agreements.

Fourth, it shows the importance of the inauguration of peace into a court peace deed (*Van Dading*) so that it has executory power equivalent to a judgment with permanent legal force.

However, without stricter national regulations regarding the enforceability of peace agreements in medical disputes, the potential for repeated default lawsuits remains open. This shows the need for harmonization between health law and civil law in the regulation of medical dispute resolution.

D. Conclusions and Recommendations

Based on the results of the analysis, a peace agreement in medical disputes has legal status as a valid and binding agreement based on Articles 1320 and 1338 of the Civil Code. Decision Number 232/Pdt.G/2025/PN Medan emphasizes that violations of the peace agreement are no longer considered as unlawful acts, but as contractual defaults. This shift in legal construction provides ease of proof for patients and strengthens legal certainty.

Normatively, the judge's judgment was in accordance with the principles of *pacta sunt servanda* and good faith. However, methodologically, legal arguments can still be deepened by explicitly mapping the elements of default in legal considerations.

This ruling has important implications for the practice of national medical dispute resolution, namely emphasizing that a peace agreement is not just a moral instrument, but a legal instrument that has full juridical consequences if violated.

To ensure stronger legal certainty in the future, it is recommended for patients and hospitals that any peace agreement produced through mediation should be confirmed as a Peace Deed (*Van Dading*) through a court order or stated in the form of an authentic deed before a notary. This is very important to provide direct executory power without having to go through a lengthy default lawsuit process if one of the parties breaks the promise. In

³⁶ Indonesia, Law No. 44 of 2009 concerning Hospitals.

³⁷ Constitutional Court of the Republic of Indonesia, Decision Number 18/PUU-XVII/2019.

³⁸ Indonesia, Law No. 17 of 2023 concerning Health.

addition, the hospital must increase its commitment to carrying out the agreement to avoid escalation of disputes that can harm the reputation of the institution and worsen the psychological and financial condition of patients.

There is a need for national guidelines governing the formal standards and executory powers of a peace agreement in medical disputes. This arrangement can provide certainty that every agreement born from mediation has legal force equivalent to a decision with permanent legal force if confirmed in the form of a peace deed (Van Dading).

In addition, harmonization between health law and civil law is needed so that the transformation of disputes from PMH to default has a more explicit regulatory basis in laws and regulations.

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