

Civil Law Analysis

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Abstract

This Study has aim for identify and analyze legal rights to home sick in face default payment by the patient, as well explore solution effective and efficient law. Method used in study this is approach normative, with analyze regulation legislation related matters, jurisprudence, and literature academic. Secondary data collected through studies bibliography that includes analysis document law, articles journals, and books relevant law. Approach this possible for get deep understanding about principle law applicable civil law and its application in context default payment service health. Research result show that House Sick own base strong law for sue default payment service health based on the Civil Code and Law Number 17 of 2023 concerning Health. However, it was also found that there is challenge in practice, incl consideration ethical and social that can be influence decision House Sick For take step law. The analysis also highlights importance mechanism solution dispute alternative for finish problem default payment in a way more efficient and with consider aspect humanity. Based on results research, it is recommended that the house Sick consider in a way Be careful aspect legal, ethical, and social before take step law to patients who default. In addition, it is recommended that the house sick and parties related develop clear policy about payment service health, as well promote use mechanism solution dispute alternative. Lastly, it is required there is legal reform for clarify rights and obligations House sick and patients, as well for facilitate solution default payment service health with fair and effective way.

Keywords: Payment Default, Civil Law, Health Services.

1. INTRODUCTION

In the world of law, breach of contract is a central concept that is often the subject of disputes in civil cases. According to the Civil Code (KUHPerdata), breach of contract occurs when one party does not fulfill its obligations as agreed in the contract or agreement. The concept of default is not only a concern in the realm of civil law, but can also be correlated with criminal law if there is an element of fraud or intentional error that causes losses to other parties. In the context of health services, hospitals as service providers have rights and obligations regulated in applicable laws and regulations, including Law of the Republic of Indonesia Number 44 of 2009 concerning Hospitals. In article 10, hospitals are given the right to receive payment for the services provided. Meanwhile, article 13 regulates hospitals' obligations to provide health services in accordance with applicable standards and this is also stated in Law no. 17 of 2023 concerning new Health. Of the many hospital rights, one of them is that the hospital has the right to receive compensation for the services provided. Article 191 House Sick have right:

- a. Determine the number, type, and qualifications of resources man in accordance with classification House Sick;
- b. Accept rewards service service as well as determine remuneration, incentive, And award in accordance with provision regulation legislation;
- c. Do Work The same with party other in develop service;
- d. Accept help from party other in accordance with provision regulation legislation;
- e. Sue party Which result loss;
- f. Obtain legal protection in implementing it Service Health; And
- g. Promote Health services at Home Sick in accordance with provision regulation legislation invitation.

The importance of health services means that hospitals must always maintain the quality of their services. However, on the other hand, hospitals are also business entities that must maintain their sustainability. This means that the hospital has a legal obligation to protect its financial interests and reputation from acts of default by other parties. There have been many cases of default related to health services, both resulting in material and

immaterial losses for hospitals. Several case examples, such as patients who do not fulfill their payment obligations or insurance companies who reject claims without clear reasons, show how these losses not only impact financial aspects, but also the reputation and public trust in hospitals. Health services are one of the fundamental pillars for the survival of society. In providing health services, doctors or dentists, as the embodiment of service providers, have the right to receive compensation for their services. In line with this, patients who receive health services have an obligation to provide compensation for services to the doctor or hospital concerned. This is confirmed in Article 50 letter d and Article 53 letter d of the Medical Practice Law. The role of hospitals as health service providers has a strategic position. Based on Article 30 paragraph (1) letter b of Law no. 44 of 2009 concerning Hospitals, it is emphasized that hospitals have the right to receive compensation for services. Furthermore, Article 191 paragraph B of Law no. 17 of 2023 concerning Health states that hospitals have the right to receive compensation for services and determine remuneration, incentives and awards in accordance with statutory provisions. With these provisions, it is clear that the relationship between patient and hospital, or patient and doctor, is a contractual relationship covered by the sale and purchase of services as regulated in Article 1513 of the Civil Code. Therefore, buying and selling services is a form of agreement, in which the patient as the buyer is obliged to pay for the services they receive. If the patient does not fulfill his obligations, it means that the patient has committed a breach of contract as regulated in Article 1457 of the Civil Code.

However, in practice, there are many cases where patients do not fulfill their payment obligations. These cases certainly cause losses to the hospital, and if left unchecked, can threaten the continuity of the hospital itself. Especially in the current context, where hospital operational costs continue to increase, so that any payments that are delayed or not made can have a significant impact on hospital operations. Some of them, Wow, 300 Patients Escaped from Hospital, Don't Want to Pay. This case occurred in Palembang and throughout 2009 patient receivables from the Dr Mohammad Hoesin Central General Hospital (RSMH) Palembang reached IDR 1.3 billion. Next, on June 20 2022, news emerged that a patient in Purwakarta was being detained by the hospital because she could not pay after giving birth. It was indicated in the news that the mother wanted to run away and of course there are many more case examples which would seem too many if we included them in the background of this research. This problem requires special attention, especially from a legal perspective. How the rights and obligations between patients and hospitals can be properly enforced so that greater losses do not occur. Apart from that, there needs to be a deep understanding for the public about the importance of fulfilling payment obligations for the health services received. Considering the significance of this problem, an in-depth analysis of the hospital's rights in the context of civil law is needed to sue the patient for breach of contract. It is hoped that this research can become a reference for hospitals and related parties in taking legal steps against patients who are in default. With One focus discussion What are the Hospital's Rights to Sue for Default Against Patients Who Are Reluctant to Pay for Health Services?

2. METHODOLOGY

Study This use approach normative with focus on analysis juridical to phenomenon default payment service medical treatment by patients. Through studies documents and relevant literature, research this study regulation legislation such as the Civil Code, Law Practice Medicine, and Law about the Hospital, along with sources law supporter other. The main purpose is for understand application of legal norms in case default and implications the law to the parties involved. Research process covers data collection via studies literature and analysis juridical to provisions relevant laws with case default in the field service medical. This study aim for identify challenges and obstacles in application law, as well give description deep about position law House Sick to invalid patient pay. The result expected can give recommendations and solutions for house sick, patients and related stakeholders in overcome problem default payment service service medical.

3. RESULTS AND DISCUSSION

Default Legal Framework

Default as one of the problem frequent laws happen in practice business and transactions law own base clear norms in the civil code (Civil Code). Article 1234 Civil Code state that default happen when somebody no fulfil obligations that have been agreed, okay that because no do what should done or do something that should be no done. Based on definition this is a breach of contract can happen in various shape, like lateness payment, delivery stuff that doesn't in accordance specifications, or failure provide services that have been agreed.

Part 2 Engagements for give Something Passage 1235

In engagement for give something, incl obligation for deliver goods in question and for take care of him as a head house good stairs, up moment submission. Wide or not final obligation this subject to approval certain ; as a result will appointed in relevant chapters. More continued, article 1243 of the civil code confirm that in case default, the injured party entitled for request change make a loss. This matter show that law give protection to the injured party consequence default. Compensation this no only limited to direct material losses, but also immaterial losses or losses incurred because no fulfillment expectations (*lucrum cessans*). Apart from that, Articles 1266 and 1267 of the Civil Code give authority to the judge for end contract on one 's request party If happen significant default, with condition that default the has fulfil criteria certain, like essential and fundamental to implementation whole contract. This shows exists mechanism law for end contract and reduce possible losses arise from advanced connection existing contracts no possible next. In practice, interpretation and application from provisions this often involves complex considerations about evidence, conditions contract, and context from default that occurs. Therefore that, jurisprudence and doctrine law play role important in fill in possible gaps there is in provision law positive. Also important to notice Constitution Number 8 of 1999 concerning Protection Consumers (UUPK), who provide protection special to consumer in transactions that occur in context consumption goods and services . UUPK stipulates obligation for perpetrator business for give compensation or change make a loss on losses experienced consumer consequence default, incl in case product disabled or no fulfil agreed standards. Next, in context more broad, default is also regulated in various regulation specific sectoral, such as constitution on construction services, law banking, etc., each of which has its own provision special related with default in scope the sector. Analysis cases default in practice law often involves application principles law contract in a way general, interpretation contract, as well analysis about exists circumstances force (*force majeure*) that can freeing party from obligation because happen outside events control they. Circumstances force this often becomes consideration important in case default, esp in situations that don't expected like disaster natural or global pandemic. In doing analysis law about default, sources like doctrine, jurisprudence, and literature law other becomes very important . Books such as “ Indonesian Contract Law” by Subekti, or “ Contract Law from Practice Point of View ” by Peter Mahn, often made reference for deepen understanding about default and its implications in law contract. Framework law default in Indonesian law is based on the provisions of the Civil Code, which were strengthened with regulations special and protection to consumer through UUPK. Analysis to default No only need understanding about law positive, but also ability For interpret and apply principles law in context specific case. In context these, sources law secondary like jurisprudence and doctrine becomes very important in give more understanding in-depth and applicable to problem default .

Hospital's Right to Sue Patients who are reluctant to pay for health services?

In the context of civil law, default is defined as the inability of a contracting party to fulfill its obligations as agreed in the agreement. In the case of service health, agreement formed when patient accept service from House Sick with understanding that will there is payment for service the. First of all , it's important For understand that agreement between patient and home Sick is valid and binding second split party in accordance with article 1320 of the Civil Code which states that something agreement must fulfil four condition for considered valid : agreement second split parties , skills for make A engagement, a matter certain, and a lawful reasons . In context service health , " certain " this often is service medical care provided by the home Sick to patient, while " lawful cause " is objective for cure or nurse patient, which for that patient must pay. When the patient no fulfil obligation the payment, then happen default as arranged in Article 1234 of the Civil Code which states that " Everyone who is bound for give something, considered negligent, if he no fulfil his obligations ". In case This is a breach of contract by the patient give right to house sick for take step law To use request fulfillment obligation the or request change make a loss.

Article 1243 Civil Code provide base for the party injured by the default for demand change make a loss. In context this is home Sick can demand no only costs yet paid but also possible demand change make a loss on other losses incurred by delays payment such, like loss consequence must postpone service to other patients or loss financial other. One of aspect important in demand default is proof. Hospital must can prove that has happen agreement service health with patient, that service has given in accordance with agreement such , and that patient no fulfil his obligations for pay service the. Proof this can done through evidence like recording medical, invoicing, and communications between house sick with patient. In practice, often happen negotiation between House sick and patients before problem this brought to court, as effort for find profitable solution second split party. However, if negotiation no successful, home Sick own right for submit lawsuit civil to patient mIt is also important to realize that legal process this no only motivated by need for restore loss financial, but also as effort

for ensure justice and obedience to agreement that has been made agreed. Therefore that's the decision for sue default must considered with be careful, consider aspect legal, financial, and reputational. In doing lawsuit default, house you have to be sick too considering Article 1266 of the Civil Code which gives judges authority for disperse agreement on one 's request party, if the other party does not fulfil his obligations. Although more relevant in context necessary agreement termination connection contract, provisions this show flexibility law in handle cases default .

Article 191 Hospitals have the right:

- a. determine the number, type and qualifications of human resources in accordance with the Hospital classification;
- b. receive compensation for services and determine remuneration, incentives and awards in accordance with statutory provisions;
- c. collaborate with other parties in developing services;
- d. receive assistance from other parties in accordance with statutory provisions;
- e. sue the party who caused the loss;
- f. obtain legal protection in implementing Health Services; And
- g. promote health services in hospitals in accordance with statutory provisions.

In Article 191, the legislator emphasizes right House Sick in various aspect operational and legal, incl ability for demand the party causing it loss legally (e). Analysis this will explore framework law that , link it with provisions in the Civil Code (Civil Code), and explore How second source law the each other complete in context default payment by the patient. First, it's important for understand that connection between patient and home Sick is connection contract, where the patient agree for pay service health provided. Inability or reluctance patient for fulfil obligation payment This in a way law categorized as as default, defined in Article 1234 of the Civil Code. Default This give base law for House Sick For take action law to use demand fulfillment obligation or change make a loss. Constitution number 17 of 2023 concerning Health, through Article 191, in effect explicit give right to house sick for sue the party causing it loss, which includes situation default by the patient. This is affirmation legislative on right house sick already there is in the civil code, shows state recognition of importance aspect finance in continuity service health. The author also has an opinion more further, against chapter this show that legislators want that house Sick own mechanism protection adequate law, no only in context operations and services health, but also deep aspect financial. This matter important, remember that appropriateness financial house illness relies heavily on payment for services that have been given. Default payment, therefore That does not only impact on finances house sick but also on ability they for keep going give service quality health. In context this, usage lawsuit law as means for demand fulfillment obligation payment to be very relevant. Lawsuit default, in matter this, got it submitted based on article 1243 of the Civil Code, which provides right to the injured party for demand change make a loss on losses experienced. In practice, home sick can show losses experienced consequence default payment through evidence like document service healthcare provided, invoices, and correspondence related request payment that is not responded by the patient.

However, submission lawsuit law by house pain also requires consideration ethical and social. As institution service health, home Sick expected for prioritize interest patients and access to service health. Therefore that, step law to default payment must done with consider aspect humanity and potential impact to access patient to service health needs. In addition, Law Number 17 of 2023 concerning Health and the Civil Code give framework for house sick for operate his rights in sue default, while also pushing solution dispute through mechanism alternative like mediation. This shows that, though house sick own right law for sue default, there is encouragement for look for more solutions cooperative and constructive before take track court. In practice, a lot house sick choose for use service billing or negotiation direct with patient as step beginning before take action law. Approach this no only can reduce burden legal and associated costs, but it is also possible for maintenance good relationship with patients and communities. In conclusion, the Act Number 17 of 2023 concerning Health, especially Article 191, together with the Civil Code , provides base strong law for house sick for sue default payment by the patient. Confession law this underline importance aspect financial in continuity service health and giving mechanism for house sick for protect interest his finances. However, use right for sue this must done with careful consideration, paying attention aspect related legal, ethical, and social issues.

4. CONCLUSION

Study about analysis law civil related right House Sick sue default patient has highlighting importance framework solid law within support operational and financial institution service health. Analysis results clarify that, though House Sick own base strong law for demand fulfillment obligation financial from patient, approach

in implement right the must done with wise. Consideration to aspect ethical, social, and impact to accessibility service health becomes very crucial. Therefore that, though application law civil give mechanism protection for House sick, there is the same needs importance for guard balance between rights and obligations, as well notice principle humanity and universal access to service health . In the future, hopefully happen development and updates in regulations that don't only strengthen position law House Sick in case default payment, but also promote solution fair and efficient disputes, with still prioritize interest patient. Approach involving multidisciplinary aspect law, ethics, and policy health public will become key in create system service sustainable health, where rights and obligations can executed with harmonious, ensuring that every individual own access to service quality health without sacrifice sustainability operational and financial institution health.

REFERENCES

- Djumhana, Mohammad. (2007). Law of Obligations. Prenada Media.
- Guwandi, J. (2006). Alleged Medical Malpractice and Draft RPP for Therapeutic Agreement between Doctor and Patient. Jakarta: Faculty of Medicine, University of Indonesia.
- Harsono, B. (2018). Health Law: Health Services and Doctors' Responsibilities. Bandung: Mandar Maju.
- Hartono, Lukman. (2019). "Judicial Analysis of the Implementation of Agreements in Medical Practice". Journal of Business Law, 28(2), 145-160.
- Hatta, et al. (2019). "Hospital Civil Responsibility for Doctors' Actions Under the Standards of Medical Services in Batam City." Journal Of Judicial Review, Vol.XXI, No.1.
- Indonesian Ministry of Health. (2012). Hospital Medical Service Standards in Indonesia. Jakarta: Republic of Indonesia Ministry of Health.
- Koto, et al. (2021). "Legal Liability for Malpractice Actions by Medical Personnel in Hospitals." Volksgeist. Law Number 17 of 2023 concerning Health.
- Law of the Republic of Indonesia Number 44 of 2009 concerning Hospitals.
- Lubis, Todung Mulya. (1985). In Search of Human Rights: Legal-Political Dilemmas of Indonesia's New Order.
- Marzuki, Peter Mahmud. (2005). Legal Research. Jakarta: Kencana Prenada Media Group.
- Marzuki, Peter Mahmud. (2005). Legal Research. Kencana.
- Marzuki, Peter Mahmud. (2010). Legal Research. Jakarta: Kencana.
- Republic of Indonesia Ministry of Health. (2009). Law no. 44 of 2009 concerning Hospitals. Jakarta: Republic of Indonesia Ministry of Health.
- Salim, HS (2010). Agreements in Business Transactions. Jakarta: Sinar Graphics.
- Soekanto, S. (2017). Sociology of Law in Society. Jakarta: Rajawali Press.
- Soerjono, Soekanto and Sri Mamudji. (2008). Normative Legal Research. Jakarta: Raja Grafindo Persada.
- Subekti, R. (2015). Basics of Civil Law. Jakarta: PT Intermasa.
- Susanto, Eko. (2016). "Hospital Responsibility for Medical Negligence". Journal of Law & Development, 46(1), 58-77.
- Sutedi, Adrian. (2012). Health Law and Medical Liability. Jakarta: Sinar Graphics.