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Medical Records as Evidence of the Performance of Obligations in Therapeutic Agreements: An Analysis of Legal Certainty and Legal Protection in Indonesian Hospital Services

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Abstract: Advances in healthcare technology have significantly improved the quality of medical services through the increasing use of sophisticated medical devices. However, medical device failures may cause substantial harm to patients, including the rejection of health insurance claims, thereby creating complex legal issues regarding the allocation of liability among hospitals, medical device vendors, and health insurance companies. This study aims to analyze the legal responsibilities of hospitals and medical device vendors for medical device failures that result in patient losses and the rejection of health insurance claims under the Indonesian health law framework. It also seeks to formulate an ideal legal framework for the allocation of responsibilities among the relevant parties to ensure fair legal protection for patients. This research employs a normative legal research method using statutory, conceptual, and analytical approaches. Legal materials were collected through library research, including legislation, legal literature, and scholarly journals, and were analyzed qualitatively using a descriptive-analytical method. The findings indicate that hospitals bear legal responsibility under the doctrine of corporate liability to ensure the safety, quality, and proper management of medical devices used in healthcare services. Medical device vendors are liable under the principle of product liability for product defects, technical failures, and negligence in maintenance and after-sales services. Meanwhile, health insurance companies are obligated to process and settle claims in accordance with the principle of utmost good faith and may not reject claims arbitrarily without conducting an objective investigation into the cause of the loss. This study concludes that Indonesia requires a more comprehensive legal framework governing the allocation of responsibilities through an integrated investigation mechanism that promotes legal certainty, justice, accountability, and effective legal protection for patients as the most vulnerable parties in healthcare services.

Keywords: Medical Records, Therapeutic Agreement, Contractual Performance, Evidence, Legal Certainty.

INTRODUCTION

A hospital is a healthcare institution that provides comprehensive medical services through the support of healthcare personnel, facilities, infrastructure, and medical equipment.¹ Advances in medical technology have driven the use of increasingly sophisticated medical devices in diagnosis, medical procedures, therapy, rehabilitation, and patient monitoring.² The availability of medical devices has become an integral part of modern healthcare, as their proper function significantly determines the quality of care, patient safety, and the success of medical procedures. The use of high-tech medical devices also increases legal risks if the device malfunctions. Damage to medical devices can occur due to manufacturing defects, design errors, installation failures, negligent maintenance, delayed calibration, software glitches, or the use of substandard components.³

These malfunctions have the potential to lead to misdiagnosis, delayed medical treatment, failed therapy, patient injury, and even death. These risks not only impact the medical aspects but also have legal consequences for all parties involved in the provision of healthcare services. Law Number 17 of 2023 concerning Health requires every healthcare facility to guarantee the quality, safety, and security of healthcare services by meeting service standards, facility standards, and the use of medical devices that meet requirements. This obligation demonstrates that hospitals have a legal responsibility to ensure that all medical devices are in functional condition before being used on patients. The implementation of this obligation is inseparable from the legal relationship between the hospital and the medical device vendor, as the party that supplies, installs, maintains, calibrates, and repairs medical devices under a cooperation agreement.

The legal relationship between hospitals and vendors often becomes problematic when medical devices malfunction during use in medical services. Hospitals generally believe that equipment failure is the vendor's responsibility because it relates to product quality or maintenance services. Vendors may argue that the damage occurred due to improper use of the equipment or the hospital's negligence in daily operation and maintenance. This difference makes determining who is responsible challenging, particularly when the malfunctioning medical device has resulted in harm to the patient.

The problem becomes more complex when health insurance companies refuse to pay for medical services related to the use of malfunctioning medical devices. Claim denials can be based on policy provisions, medical audit results, or investigations that indicate the service does not meet coverage requirements. This situation has financial consequences for patients, as healthcare costs that should be covered by the insurance company are ultimately passed on to them. Patients are at the greatest disadvantage, even though they have no control over the procurement, maintenance, or operation of the medical devices used by the hospital.

Indonesian laws and regulations govern hospital responsibilities, consumer protection, civil relations, healthcare service delivery, and insurance business activities. These regulations are still sector-specific and therefore do not clearly define the division of responsibility between hospitals, medical device vendors, and health insurance companies if a medical device malfunction results in harm to a patient. This situation has the potential to create legal uncertainty in dispute resolution, as each party can disclaim responsibility based on arguments based on different contractual relationships.

¹ Republic of Indonesia, Law Number 17 of 2023 concerning Health (Undang-Undang Nomor 17 Tahun 2023 tentang Kesehatan), Article 1(16).

² Ministry of Health of the Republic of Indonesia, Minister of Health Regulation Number 62 of 2017 concerning the Distribution License for Medical Devices, In Vitro Diagnostic Medical Devices, and Household Health Supplies (Peraturan Menteri Kesehatan Nomor 62 Tahun 2017 tentang Izin Edar Alat Kesehatan, Alat Kesehatan Diagnostik In Vitro, dan Perbekalan Kesehatan Rumah Tangga)

³ Bambang Apriadi, "The Legal Position of Patient Safety in Hospital Services from the Perspective of Indonesian Health Law" ("Kedudukan Hukum Keselamatan Pasien dalam Pelayanan Rumah Sakit Perspektif Hukum Kesehatan Indonesia"), *Jurnal Ilmiah Ilmu Pendidikan* 8, no. 1 (2025).

This issue highlights the need to examine the limits of each party's legal liability based on the principles of hospital liability, product liability, contract law, consumer protection, and insurance law. This study is crucial for providing legal certainty regarding which party is obligated to cover patient losses resulting from medical device failure and for formulating a division of responsibility that reflects fairness, legal certainty, and utility in the provision of healthcare services.

From the perspective of contract law, the legal significance of medical records extends well beyond their administrative function. Every medical action documented in a medical record constitutes evidence of the performance of contractual obligations arising from a therapeutic agreement. Healthcare professionals and hospitals cannot adequately demonstrate compliance with their contractual duties solely through oral testimony. Medical records provide written evidence that medical examinations have been conducted, diagnoses have been established, treatments have been administered, informed consent has been obtained, patient conditions have been monitored, and healthcare services have been delivered in accordance with professional standards. These records therefore serve as essential evidence in determining whether contractual obligations have been properly fulfilled or whether a breach of contract has occurred.

Existing legal scholarship predominantly examines medical records from the perspectives of medical malpractice litigation, personal data protection, patient confidentiality, or the implementation of electronic medical records. Limited attention has been devoted to analyzing medical records as evidence of contractual performance within therapeutic agreements. This gap in the literature has resulted in an incomplete understanding of the evidentiary function of medical records in contractual disputes, despite the fact that many healthcare disputes arise from the fulfillment of contractual obligations rather than professional negligence.

The current legal framework also reveals a normative gap between the regulation of medical records and the evidentiary needs of contractual disputes in healthcare services. Existing legislation does not explicitly recognize medical records as evidence of contractual performance in therapeutic agreements, leaving their evidentiary value largely dependent upon judicial interpretation in individual cases. Such circumstances may create legal uncertainty for patients, healthcare professionals, and hospitals in determining whether contractual obligations have been properly fulfilled.

This study offers a novel legal perspective by examining medical records as evidence of contractual performance in therapeutic agreements through the integration of contract law, health law, and the law of evidence. This approach expands the legal function of medical records beyond administrative documentation, recognizing them as a significant evidentiary instrument for determining the fulfillment of contractual obligations. The findings are expected to contribute to the development of Indonesian health law while providing a conceptual foundation for strengthening the legal regulation of the evidentiary function of medical records in order to enhance legal certainty, promote accountability in healthcare services, and ensure balanced legal protection for patients, healthcare professionals, and hospitals.

METHODS

This study employed a normative legal research method to examine the legal position of medical records as evidence of contractual performance in therapeutic agreements within hospital services in Indonesia. A statutory approach, a conceptual approach, and an analytical approach were adopted to comprehensively examine the applicable legal framework, legal doctrines, and theoretical perspectives relevant to the research problem. The statutory approach focused on analyzing Indonesian legislation governing healthcare services, medical records, civil law, and evidentiary law, including Law Number 17 of 2023 on Health, Minister of Health Regulation Number 24 of 2022 concerning Medical Records, the Indonesian Civil Code, and other relevant regulations. The conceptual approach explored legal theories and doctrines

concerning therapeutic agreements, contractual performance, legal certainty, legal protection, and the law of evidence. The analytical approach was employed to assess the adequacy of the existing regulatory framework in recognizing medical records as evidence of contractual performance and to formulate legal arguments regarding the need for regulatory enhancement. The research relied exclusively on library-based legal materials consisting of primary, secondary, and tertiary sources. Primary legal materials included statutes and regulations governing healthcare and civil law. Secondary legal materials comprised scholarly books, peer-reviewed journal articles, legal commentaries, and previous studies relevant to therapeutic agreements, medical records, and healthcare disputes. Tertiary legal materials included legal dictionaries, encyclopedias, and other reference sources supporting the interpretation of legal concepts. All legal materials were collected through document analysis and systematically classified according to the research objectives. The collected legal materials were analyzed qualitatively using descriptive and prescriptive legal analysis. The descriptive analysis explained the existing legal framework governing therapeutic agreements and medical records, whereas the prescriptive analysis evaluated the sufficiency of current regulations and proposed legal recommendations to strengthen the evidentiary function of medical records in contractual disputes involving hospital services. The analysis was conducted through legal interpretation, systematic legal reasoning, and doctrinal synthesis to produce normative conclusions regarding the legal status of medical records as evidence of contractual performance and their contribution to legal certainty and legal protection within the Indonesian healthcare system.

RESULTS AND DISCUSSION

Medical Records as Evidence of Contractual Performance in Therapeutic Agreements

Healthcare services establish a legal relationship between patients and healthcare providers through a therapeutic agreement, which serves as the legal foundation for the provision of medical treatment.⁴ Unlike ordinary civil contracts that primarily concern the delivery of goods or the completion of specific outcomes, therapeutic agreements are characterized by professional obligations requiring healthcare providers to exercise their best medical efforts in accordance with applicable professional standards.⁵ The legal object of this contractual relationship is therefore not the guarantee of a patient's recovery but the diligent and competent performance of medical services. This principle reflects the doctrine of *inspanningsverbintenis*, under which the obligation of healthcare professionals is measured by the quality and appropriateness of their efforts rather than by the achievement of a predetermined medical result.

The legal nature of therapeutic agreements distinguishes healthcare services from other contractual relationships governed by civil law. Patients seek medical treatment with the expectation of receiving professional healthcare, while physicians and hospitals undertake to provide medical services based on scientific knowledge, ethical standards, and statutory obligations. Consequently, the fulfillment of contractual obligations cannot be evaluated solely by reference to the patient's clinical outcome because numerous biological and medical variables remain beyond the control of healthcare professionals. A patient's failure to recover does not automatically indicate that the physician or hospital has breached its contractual obligations. The decisive legal question concerns whether healthcare providers have performed their duties in accordance with professional standards and applicable legal requirements.

Within the framework of Indonesian civil law, contractual performance constitutes the primary criterion for determining whether an obligation has been fulfilled. Article 1234 of the Indonesian Civil Code recognizes that contractual obligations may consist of giving something, doing something, or refraining from doing something. Medical services fall within the category

⁴ Medical Law and Ethics, 9th ed. (Oxford: Oxford University Press, 2023), 183–197.

⁵ World Health Organization, Medical Records Manual: A Guide for Developing Countries (Geneva: World Health Organization, 2006), 8–24

of obligations to perform specific professional acts. Physicians and hospitals discharge their contractual obligations through medical examinations, diagnostic assessments, therapeutic interventions, monitoring of patient conditions, and other healthcare activities performed according to established standards of medical practice. Demonstrating the performance of these obligations requires objective and reliable evidence capable of documenting every stage of healthcare delivery.⁶

Medical records perform this evidentiary function by providing a comprehensive and chronological account of medical services delivered to patients. They document patient identification, medical history, physical examinations, laboratory findings, diagnoses, treatment plans, informed consent, prescribed medications, surgical procedures, clinical progress, consultations, discharge summaries, and follow-up recommendations. Such documentation represents a continuous record of professional activities undertaken by healthcare providers throughout the therapeutic process. Medical records therefore constitute more than administrative documents; they serve as documentary evidence demonstrating that contractual obligations arising from therapeutic agreements have been performed.

The evidentiary significance of medical records derives from their ability to objectively reconstruct medical events. Healthcare disputes frequently arise months or even years after medical treatment has been completed. Human memory inevitably deteriorates over time, rendering oral testimony insufficient to establish the precise sequence of medical interventions. Medical records preserve contemporaneous documentation created during the actual delivery of healthcare services, thereby providing considerably greater reliability than retrospective recollections. This characteristic enhances their evidentiary value in judicial proceedings involving contractual disputes between patients and hospitals.

The legal framework governing medical records in Indonesia further reinforces their evidentiary importance. Law Number 17 of 2023 on Health obliges healthcare facilities and healthcare professionals to create and maintain medical records for every patient receiving healthcare services. Minister of Health Regulation Number 24 of 2022 concerning Medical Records establishes comprehensive requirements regarding the preparation, storage, confidentiality, and utilization of medical records in both conventional and electronic formats. These regulatory provisions recognize medical records as an indispensable component of healthcare governance and professional accountability. Nevertheless, the current legal framework primarily emphasizes administrative compliance and patient information management without explicitly recognizing medical records as evidence of contractual performance within therapeutic agreements.

From the perspective of contract law, every entry contained in a medical record reflects the execution of specific contractual obligations. Documentation of patient history demonstrates that physicians have fulfilled their duty to conduct an appropriate anamnesis. Records of physical examinations indicate compliance with diagnostic responsibilities. Entries concerning informed consent confirm that healthcare providers have respected patient autonomy by providing adequate information before medical intervention. Documentation of therapeutic procedures establishes that prescribed treatments have been administered according to professional standards. Progress notes and follow-up evaluations demonstrate continuous monitoring of the patient's condition throughout the course of treatment. Collectively, these documented activities provide tangible evidence that healthcare providers have exercised the professional diligence required under a therapeutic agreement.⁷

The evidentiary function of medical records becomes particularly significant in civil litigation involving allegations of breach of contract. Article 1865 of the Indonesian Civil Code

⁶ M. Darwis, *Priviet Social Sciences Journal* 6, no. 3 (2026): 255–281; E. E. Nasution, *International Conference on Innovation and Engineering Proceedings* (2025).

⁷ Margaret Brazier and Emma Cave, *Medicine, Patients and the Law*, 7th ed. (Manchester: Manchester University Press, 2023), 295–324

establishes that every party asserting a legal claim bears the burden of proving the facts supporting that claim. Patients alleging contractual non-performance must demonstrate that healthcare providers failed to fulfill their obligations, while physicians and hospitals must establish that medical services were performed in accordance with professional standards and contractual commitments. Medical records provide the principal documentary evidence through which healthcare providers may satisfy this burden of proof. Comprehensive and accurate documentation substantially strengthens the legal position of healthcare providers by objectively demonstrating the performance of their contractual duties.⁸

Medical records also satisfy the characteristics of documentary evidence recognized under Indonesian evidentiary law. Article 1866 of the Indonesian Civil Code identifies written documents as one of the principal forms of legal evidence in civil proceedings. The transition toward electronic medical records does not diminish this evidentiary value. Indonesian legislation concerning electronic information and electronic transactions, together with the current healthcare regulatory framework, recognizes electronically generated records as legally valid evidence, provided that they are created, maintained, and protected in accordance with statutory requirements. Consequently, both conventional and electronic medical records possess significant evidentiary value when authenticity, integrity, and reliability are preserved.

Despite their substantial legal importance, medical records have traditionally been examined primarily within the context of medical malpractice litigation, patient confidentiality, and personal data protection. Comparatively little scholarly attention has been devoted to their function as evidence of contractual performance in therapeutic agreements. This limited perspective overlooks the contractual foundation of healthcare services and underestimates the broader legal significance of medical records within civil law. Healthcare disputes frequently concern the fulfillment of contractual obligations rather than professional negligence alone. Accordingly, evaluating medical records exclusively through the lens of malpractice fails to capture their comprehensive evidentiary function in contractual disputes.

This study argues that medical records should be understood as documentary evidence of contractual performance rather than merely administrative or clinical documents. Their legal function extends beyond recording medical information to demonstrating the fulfillment of reciprocal rights and obligations arising from therapeutic agreements. Such an interpretation strengthens the coherence between health law, contract law, and the law of evidence while promoting greater legal certainty in healthcare dispute resolution. Recognizing medical records as evidence of contractual performance also reinforces professional accountability, encourages accurate documentation, reduces evidentiary uncertainty, and facilitates fair judicial assessment of disputes involving patients, healthcare professionals, and hospitals.

The recognition of medical records as evidence of contractual performance represents an important development in Indonesian health law because it integrates contractual principles with contemporary healthcare regulation. This approach not only broadens the legal function of medical records but also provides a stronger doctrinal foundation for resolving contractual disputes within hospital services. Such an interpretation contributes to legal certainty by establishing objective standards for assessing whether healthcare providers have fulfilled their contractual obligations while simultaneously safeguarding the legitimate rights and interests of patients, physicians, and healthcare institutions.

Strengthening Legal Certainty and Legal Protection through Medical Records in Indonesian Hospital Services

Legal certainty constitutes one of the fundamental principles of the rule of law and serves as an essential element in regulating healthcare services. The provision of medical care inevitably involves legal relationships among patients, healthcare professionals, and hospitals,

⁸ W. M. Hendrata, Pranata Hukum (2025); Ida Wulandari, Arief Budiono, and Siti Soekiswati, *Journal of Law, Politic and Humanities* 5, no. 4 (2025).

each possessing reciprocal rights and obligations derived from therapeutic agreements. A legal framework that clearly defines the evidentiary status of medical records is therefore indispensable for ensuring that disputes arising from healthcare services can be resolved fairly and consistently. The absence of explicit legal recognition of medical records as evidence of contractual performance creates uncertainty regarding their legal function in civil litigation and may lead to inconsistent judicial interpretations.⁹

The Indonesian legal framework governing medical records has undergone significant development following the enactment of Law Number 17 of 2023 on Health and Minister of Health Regulation Number 24 of 2022 concerning Medical Records¹⁰. These regulations require all healthcare facilities to establish and maintain comprehensive medical records for every patient receiving healthcare services. The regulatory framework also accommodates the implementation of electronic medical records as part of the national health information system. Such developments demonstrate the government's commitment to improving healthcare governance through digitalization and standardized documentation. Nevertheless, the existing regulations primarily regulate administrative procedures, data management, confidentiality, and information security, while providing limited guidance regarding the evidentiary function of medical records in contractual disputes.

This regulatory limitation reveals a normative gap between healthcare legislation and civil law. Although therapeutic agreements establish contractual obligations between patients and healthcare providers, Indonesian healthcare legislation does not expressly recognize medical records as documentary evidence demonstrating the fulfillment of those contractual obligations. The legal status of medical records as evidence therefore remains dependent upon general provisions of civil evidentiary law and judicial interpretation in individual cases. Such dependence may generate inconsistent legal outcomes because courts may assign varying evidentiary weight to medical records depending on the circumstances of each dispute.

Legal certainty requires legal norms to provide clear, predictable, and consistent guidance regarding the rights and obligations of all parties. Patients are entitled to understand the evidentiary basis upon which healthcare services are evaluated, while physicians and hospitals require legal assurance that compliance with professional standards, when properly documented, will receive appropriate legal recognition. Explicit statutory recognition of medical records as evidence of contractual performance would significantly reduce uncertainty concerning the burden of proof in healthcare disputes. Such recognition would also encourage healthcare providers to maintain accurate, complete, and contemporaneous documentation, thereby improving both the quality of healthcare administration and the effectiveness of judicial proceedings.

Medical records likewise play a crucial role in ensuring legal protection for patients. Complete documentation enables patients to verify whether healthcare services have been provided in accordance with professional standards and statutory obligations. Medical records provide objective information regarding diagnoses, treatment decisions, prescribed medications, informed consent procedures, and follow-up care. Access to such information strengthens patients' ability to protect their legal rights and facilitates the effective resolution of disputes when allegations of contractual non-performance arise. Transparent documentation also reinforces the principle of accountability, which is fundamental to modern healthcare systems.¹¹

⁹ Journal of the American Medical Informatics Association 31, no. 4 (2024): 842–850.

¹¹ Indonesian Civil Code; Law Number 1 of 2024 amending the Electronic Information and Transactions Law

CONCLUSIONS

This study demonstrates that medical records perform a legal function extending beyond administrative documentation within healthcare services. From the perspective of contract law, medical records constitute documentary evidence of the performance of contractual obligations arising from therapeutic agreements between patients and hospitals. The documentation of medical history, clinical examinations, diagnoses, informed consent, therapeutic interventions, patient monitoring, and follow-up care objectively reflects the fulfillment of the professional obligations of healthcare providers. Medical records therefore possess substantial evidentiary value in determining whether contractual obligations have been performed in accordance with professional standards and applicable legal provisions. The findings further indicate that the current Indonesian legal framework, particularly Law Number 17 of 2023 on Health and Minister of Health Regulation Number 24 of 2022 concerning Medical Records, primarily regulates the administrative management, confidentiality, and implementation of medical records without explicitly recognizing their legal status as evidence of contractual performance. This regulatory limitation creates legal uncertainty regarding the evidentiary function of medical records in civil disputes arising from therapeutic agreements. Explicit legal recognition of medical records as documentary evidence of contractual performance would strengthen legal certainty, promote consistent judicial interpretation, and provide balanced legal protection for patients, healthcare professionals, and hospitals. This study proposes the harmonization of health law, contract law, and evidentiary law through the explicit recognition of medical records as evidence of contractual performance in therapeutic agreements. Such legal reform would reinforce professional accountability, improve the quality of healthcare documentation, reduce evidentiary disputes, and enhance public confidence in the healthcare system. Future studies may complement this normative analysis by incorporating empirical research, comparative legal analysis, and judicial case studies to further evaluate the implementation and evidentiary effectiveness of medical records in healthcare dispute resolution.

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