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The Legal Position of Therapeutic Contracts in Plastic Surgery Procedures and Medical Dispute Resolution in Indonesia

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Abstract

The rapid expansion of aesthetic plastic surgery in Indonesia, driven by technological advancement and the increasing influence of digital media on beauty perception, has intensified legal challenges concerning patient protection, professional accountability, and the enforceability of therapeutic contracts. This development is reflected in the rising number of medical disputes and disciplinary complaints, as well as the growing demand for aesthetic medical services across the region. These conditions have generated doctrinal uncertainty regarding the legal classification of therapeutic contracts in elective medical procedures, where civil contractual principles intersect with medical ethics and professional standards. This study aims to clarify the legal nature of therapeutic contracts in plastic surgery and to examine medical dispute resolution mechanisms as a framework for balanced legal protection of physicians and patients. A normative legal research method is employed using statutory, conceptual, and doctrinal approaches. The study analyzes key legal instruments, including the Indonesian Civil Code, Law No. 17 of 2023 concerning Health, Government Regulation No. 28 of 2024, and Minister of Health Regulation No. 290/Menkes/Per/III/2008, supported by health law doctrines and principles of professional liability. The findings demonstrate that therapeutic contracts in plastic surgery constitute a hybrid legal construct situated at the intersection of civil contract law, health regulation, and medical ethics. This hybridity generates doctrinal tension between contractual autonomy and professional medical responsibility, particularly in determining liability when surgical outcomes diverge from patient expectations in elective aesthetic procedures. Medical dispute resolution operates through a structured dual mechanism: preventive protection, including informed consent, medical record governance, professional standards compliance, and ethical supervision; and repressive protection through alternative dispute resolution and litigation pathways, with a normative preference for non-litigation settlement. This study concludes that although Indonesian health law provides a regulatory foundation for therapeutic contracts and dispute resolution mechanisms, it still lacks a coherent doctrinal taxonomy to clearly differentiate contractual liability from professional medical responsibility in aesthetic surgery practice. By repositioning therapeutic contracts as a hybrid legal entity within health law discourse, this study contributes to theoretical refinement in medical law and offers practical implications for strengthening regulatory coherence, dispute prevention mechanisms, and legal certainty in aesthetic medical services.

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INTRODUCTION

The development of science and technology in the health sector over the past few decades has shown highly significant progress, particularly in the field of plastic surgery, which has expanded beyond reconstructive procedures into aesthetic applications (Asghari et al., 2023). This shift has transformed medical practice from disease-centered treatment into services that also address patients' aesthetic and psychological needs, thereby improving their quality of life. Aesthetic plastic surgery has emerged as one of the most sought-after modern health services, widely regarded as capable of enhancing self-confidence and improving self-image (Akrawe et al., 2025; Asimakopoulou et al., 2020; Habibie & Tohir, 2026). As Tsan & Nasser (2024) notes, the development of modern health services has fundamentally altered the pattern of doctor-patient relationships into increasingly complex interactions encompassing not only medical, but also social, psychological, and legal dimensions

The growing demand for aesthetic plastic surgery is driven by advancements in medical technology, the globalization of beauty standards, and the pervasive influence of social media in shaping societal ideals of appearance (Alduosari et al., 2025; Mironica et al., 2024).Digital platforms such as Instagram, TikTok, YouTube, and Facebook continuously expose users to curated images of idealized beauty, celebrity transformations, and promotional content from aesthetic clinics, creating heightened expectations regarding surgical outcomes (Mironica et al., 2024; Walker et al., 2021). The widespread use of photo filters, image editing applications, and influencer endorsements often leads patients to develop unrealistic perceptions of the results that aesthetic procedures can achieve. Consequently, many patients enter treatment with expectations that exceed medically reasonable outcomes or fail to fully understand the limitations, risks, and individual variability associated with surgical interventions. This phenomenon has contributed to a growing number of disputes when postoperative results do not match patients' expectations (Wang et al., 2026). While patients frequently evaluate procedural success based on subjective aesthetic satisfaction and personal perceptions of beauty, physicians assess success according to professional standards, clinical indications, and compliance with established medical procedures. This fundamental gap in perception has become one of the primary factors triggering complaints, allegations of malpractice, and legal disputes in the field of aesthetic plastic surgery (Hanafiah et al., 2023).

According to the 2023 Performance Report of the Secretariat of the Indonesian Medical Council, the number of disciplinary complaints against physicians and dentists increased from 28 cases in 2020 to 43 cases in 2021 and 45 cases in 2022. In 2023, the Indonesian Medical Council (KKI) set a target of handling 45 disciplinary complaints, while a total of 68 disciplinary decisions had been issued by the end of the year. These findings indicate that the enforcement of professional medical discipline remains an important concern in maintaining the quality of healthcare services in Indonesia. They also reflect the continued significance of disciplinary oversight and accountability in medical practice, particularly in the context of aesthetic and other elective medical procedures, where patient expectations and clinical outcomes may not always align (Konsil Kedokteran Indonesia, 2024). At the global level, the International Society of Aesthetic Plastic Surgery (2022) reported that Indonesia ranks among the top ten countries in Asia with the highest volume of aesthetic surgical procedures, with more than 340,000 procedures performed annually. This rapid growth in aesthetic procedures also increases the potential for legal disputes arising from dissatisfaction with medical outcomes, informed consent issues, and alleged professional negligence.

In medical practice, the doctor-patient relationship is fundamentally a legal relationship known as a therapeutic contract, one that gives rise to reciprocal rights and obligations in the provision of health services (Istikharoh et al., 2026). This relationship constitutes an obligation of best effort (*inspanning verbintenis*), meaning that doctors are required to deliver services in accordance with professional standards without guaranteeing specific outcomes, as distinguished from an obligation of result (*resultaatsverbintenis*) (Hanafiah et al., 2023). In aesthetic plastic surgery, this difference in perception frequently arises because patients tend to evaluate the success of a procedure based on their subjective satisfaction with the aesthetic outcome, whereas physicians assess success according to professional standards, clinical indications, and adherence to established standards of medical practice. This mismatch in perceptions has been identified as one of the

principal factors contributing to medicolegal disputes in contemporary aesthetic plastic surgery (Mussabekova et al., 2026; Park et al., 2016).

The legal relationship between physicians and patients in Indonesia is currently governed by Law Number 17 of 2023 on Health, with its implementation further regulated by Government Regulation Number 28 of 2024 and Minister of Health Regulation Number 290/Menkes/Per/III/2008 on Medical Consent. This legal framework establishes the rights and obligations of both healthcare professionals and patients, including the mandatory requirement to obtain *informed consent* prior to any medical intervention. Consistent with this regulatory framework, Kurniawan & Chandra (2024) argue that *informed consent* constitutes an integral component of the therapeutic agreement and carries significant legal implications for the physician–patient relationship. In the context of aesthetic medical services, Widjaja et al. (2023) further emphasizes that the implementation of *informed consent* serves as an essential legal safeguard for physicians while simultaneously ensuring the protection of patients' rights.

In judicial practice in Indonesia, the resolution of medical disputes involving aesthetic plastic surgery is generally based on an assessment of whether the physician has complied with professional standards, standards of medical service, and applicable standard operating procedures (SOPs). Compliance with these standards constitutes one of the primary legal benchmarks for determining the existence of medical negligence and the legal liability of healthcare professionals. This approach is consistent with the disciplinary function of the Indonesian Medical Disciplinary Board (MKDKI), which is authorized to determine whether a physician has violated the discipline of medical practice by evaluating compliance with professional standards and established medical procedures before imposing disciplinary sanctions (Atmoko, 2022; Istikharoh et al., 2026; Maulidya et al., 2026).However, evidentiary challenges in aesthetic disputes remain particularly complex, as aesthetic outcomes are inherently subjective and conditioned by patients' biological and psychological characteristics (Hogea et al., 2026; Nagy et al., 2026; Yan et al., 2026).

As healthcare regulations and medical practice in Indonesia continue to evolve, scholarly attention to therapeutic contracts as the legal foundation of the doctor–patient relationship has also increased significantly. Previous studies have examined therapeutic contracts from various perspectives, particularly concerning *informed consent*, the legal relationship between doctors and patients, and legal protection in healthcare services. Widjaja (2022) examined the development of information disclosure standards in the *informed consent* process as an integral component of therapeutic agreements. Ramadhan et al. (2021) examined the application of the legal principles governing therapeutic agreements and the role of *informed consent* as the legal basis for establishing the doctor–patient relationship. Furthermore, (Pebrina et al., 2022) highlighted the role of *informed consent* as a legal protection instrument within therapeutic relationships, while Azwar et al. (2023) discussed physicians' legal liability in aesthetic plastic surgery procedures. Collectively, these studies provide an important foundation for understanding the legal aspects of therapeutic relationships between doctors and patients, as well as the legal responsibility of medical practitioners.

Based on this body of literature, discussions on therapeutic contracts, *informed consent*, and physicians' legal liability have generally been presented from different perspectives. This suggests that there remains scope for further analysis of the relationship between the legal position of therapeutic contracts and medical dispute resolution in aesthetic plastic surgery, particularly within the context of the implementation of Law Number 17 of 2023 on Health and Government Regulation Number 28 of 2024. Accordingly, this study aims to examine the legal position of therapeutic contracts in aesthetic plastic surgery procedures and the mechanisms for resolving medical disputes under the prevailing Indonesian healthcare legal framework. Through this approach, the study develops an integrated legal analysis that combines perspectives from civil law, health law, professional ethics, and medical dispute resolution to provide a more comprehensive understanding of legal protection for both physicians and patients in aesthetic plastic surgery in Indonesia.

Based on this background, this study addresses the following research questions: (1) What is the legal position of therapeutic contracts in the implementation of aesthetic plastic surgery procedures under Law Number 17 of 2023 on Health and its implementing regulations? and (2) How are medical dispute resolution mechanisms in aesthetic plastic surgery procedures implemented to ensure balanced legal protection for both physicians and patients?

METHOD

The type of research employed in this study is normative legal research (normative juridical research), which focuses on examining positive legal norms, legal principles, legal doctrines, and legal theories governing the legal relationship between doctors and patients in aesthetic plastic surgery procedures. The main object of analysis in this study is the legal position of therapeutic contracts in aesthetic plastic surgery, particularly concerning the validity and legal implications of informed consent, the rights and obligations of both parties, and the legal liability of medical practitioners arising from disputes related to aesthetic outcomes. Normative legal research views law as a system of norms embodied in statutory regulations, legal doctrines, and legal principles developed within legal science. Accordingly, this study analyzes the legal framework governing therapeutic contracts and informed consent in aesthetic plastic surgery, as well as the forms of legal protection and liability that may arise in cases of alleged medical malpractice or patient dissatisfaction. This research does not rely on empirical data as its primary source but instead utilizes library research through the systematic, comprehensive, and in-depth examination of primary, secondary, and tertiary legal materials in order to formulate legal arguments relevant to the issues under investigation (Marzuki, 2017; Soekanto & Mamudji, 2021; Virjusept et al., 2017).

The approaches used in this research include the statutory approach and the conceptual approach. The statutory approach is employed to examine various legal provisions governing the legal relationship between doctors and patients, particularly those related to therapeutic contracts, informed consent, legal protection for medical personnel, and mechanisms for resolving medical disputes within the Indonesian legal system. In this regard, the research examines various regulations, such as Law Number 17 of 2023 concerning Health, Law Number 29 of 2004 concerning Medical Practice, the Indonesian Civil Code, Government Regulation Number 28 of 2024 concerning the Implementation of the Health Sector, and Regulation of the Minister of Health Number 290/MENKES/PER/III/2008 concerning Consent for Medical Treatment. The conceptual approach is used to understand and analyze legal concepts related to therapeutic contracts, obligations of effort (*inspanning verbintenis*), legal protection, doctors' legal liability, and the resolution of medical disputes in aesthetic plastic surgery procedures (Marzuki, 2017)

The legal materials used in this research consist of primary, secondary, and tertiary legal materials. Primary legal materials include statutory regulations and binding legal instruments, such as the 1945 Constitution of the Republic of Indonesia, the Indonesian Civil Code, Law Number 17 of 2023 concerning Health, Law Number 29 of 2004 concerning Medical Practice, Government Regulation Number 28 of 2024, and Regulation of the Minister of Health Number 290/MENKES/PER/III/2008 concerning Consent for Medical Treatment. Secondary legal materials consist of legal literature, textbooks, scientific journals, legal opinions, research results, and scholarly writings discussing therapeutic contracts, medical law, informed consent, legal protection, and medical dispute resolution. Meanwhile, tertiary legal materials include legal dictionaries, encyclopedias, and other supporting reference materials that provide explanations and guidance regarding legal terminology and concepts relevant to this research topic.

The legal material analysis technique employed in this research is prescriptive and argumentative in nature. The analysis is conducted through several stages, namely the identification and classification of legal materials, interpretation of legal norms, legal reasoning, and systematic legal argument construction. Legal interpretation is carried out using statutory, systematic, and conceptual approaches to determine the meaning, scope, and relationship of legal provisions governing therapeutic contracts and medical dispute resolution. Furthermore, legal reasoning is applied through deductive (syllogistic) analysis by connecting general legal norms with specific legal issues arising in plastic surgery procedures. Comparative analysis of relevant legal doctrines, legislation, and judicial perspectives is also undertaken to evaluate the consistency and adequacy of existing legal regulations.

The validity and accuracy of the legal arguments are ensured through the use of authoritative legal sources, including primary, secondary, and tertiary legal materials, as well as by applying a consistent method of legal interpretation and reasoning. Triangulation of legal sources is conducted by comparing statutory provisions, legal doctrines, scholarly opinions, and relevant legal principles to avoid subjective conclusions. Through this analytical framework, the research generates coherent,

logical, and well-founded legal arguments regarding the legal position of therapeutic contracts and the adequacy of existing mechanisms for resolving medical disputes within the framework of legal protection for both doctors and patients.

RESULTS AND DISCUSSION

The legal position of therapeutic contracts in the implementation of plastic surgery procedures in Indonesia within the framework of Law Number 17 of 2023 concerning Health and its implementing regulations

In plastic surgery practice in Indonesia, therapeutic contracts serve as the legal basis for assessing the rights, obligations, and liabilities of both patients and medical practitioners. The legal significance of these contracts becomes particularly important in disputes arising from unsatisfactory aesthetic outcomes, where questions often concern the adequacy of informed consent, compliance with professional standards, and the extent of physicians' legal responsibility. Accordingly, legal analysis should focus on whether the medical procedure was performed in accordance with statutory regulations, ethical principles, and professional standards of care, rather than solely on the achievement of the patient's desired cosmetic outcome. This legal relationship possesses unique characteristics and cannot be equated with legal relationships found in ordinary service agreements (Anita & Siregar, 2021). The distinctive nature of this relationship lies in the object of the agreement, which directly concerns the human body, patient safety, medical professional standards, and the patient's right to determine what medical actions may or may not be performed on themselves (Ramadhan et al., 2021).

Plastic surgery procedures in this context are not merely technical activities performed based on patient requests, but also medical actions that carry juridical, ethical, and professional consequences closely related to the protection of human rights, particularly the right to bodily integrity, the right to information, and the right to safe and quality health services (Maroon et al., 2024). Therefore, the relationship between doctors and patients in plastic surgery procedures must be understood as a complex legal relationship because it is not solely based on the agreement of the parties, but is also limited and directed by legal norms derived from various statutory regulations (Ramadhan et al., 2021; Widjaja, 2022)

The complexity of this legal relationship becomes increasingly evident in plastic surgery practice, especially in aesthetic plastic surgery, which is generally based on patients' expectations regarding subjective changes in appearance. In practice, patients often come with expectations concerning specific shapes, proportions, or visual outcomes. From the perspective of law and medical science, doctors cannot always guarantee final outcomes absolutely because medical procedures fundamentally contain elements of uncertainty (Bramantyo & Putra, 2024; Kholib, 2020)

The obligation of doctors in therapeutic contracts is more appropriately positioned as an obligation to perform professional efforts maximally, carefully, and in accordance with professional standards, service standards, and applicable standard operating procedures. Differences between patients' expectations regarding outcomes and the nature of doctors' obligations as providers of medical efforts frequently give rise to legal issues in practice (Gustimigo, 2026). Such circumstances require clear legal foundations to determine the validity of medical actions, the binding force of legal relationships, as well as the classification of disputes that may arise in the form of breach of contract, unlawful acts, ethical violations, or administrative violations.

In Indonesia, several legal foundations regulate therapeutic contracts in medical procedures involving high-risk actions such as plastic surgery. Therefore, this discussion aims to elaborate on several relevant legal foundations as a means of providing legal certainty and legal protection for the parties involved.

The 1945 Constitution of the Republic of Indonesia

The 1945 Constitution of the Republic of Indonesia places the right to health and personal protection as an integral part of human rights that must be respected, protected, and fulfilled by the state. Article 28H paragraph (1) of the 1945 Constitution expressly states that, "Every person shall have the right to live in physical and spiritual prosperity, to have a home, and to enjoy a good and healthy environment, and shall have the right to obtain health services." This provision not only

guarantees access to health services, but also implies that such services must be provided in a quality, safe manner that respects human dignity. Health services in the constitutional sense cannot be narrowly interpreted merely as technical medical actions, but must also reflect the principle of respect for human values, including recognition of patients' rights as legal subjects possessing free will over their own bodies.

This provision is strengthened by Article 28G paragraph (1) of the 1945 Constitution, which states that, "Every person shall have the right to protection of his or her personal self, family, honor, dignity, and property under his or her control, and shall have the right to security and protection from fear to do or not to do something that constitutes a human right." This norm provides constitutional guarantees regarding bodily integrity and individual freedom in determining actions relating to oneself.

From a legal perspective, the human body constitutes part of an individual's personal rights and cannot be interfered with without valid consent from its owner. Every medical intervention, including plastic surgery procedures, directly affects the patient's physical and psychological integrity and therefore may only be performed when consent is given freely, consciously, and based on adequate information. This right to personal protection affirms that patients possess autonomy to determine whether they will accept or reject medical procedures without pressure, coercion, or manipulation of information.

This principle is further emphasized in Article 1 paragraph (3) of the 1945 Constitution, which states that, "Indonesia is a state based on law." This provision carries the consequence that every action carried out by legal subjects, including medical personnel and health service facilities, must have a clear legal basis, be implemented through lawful procedures, and be legally accountable. In the context of health services, the principle of the rule of law requires legal certainty and protection of patients' rights, so that medical procedures may not be performed arbitrarily or without valid consent. Medical actions performed without consent not only potentially violate civil law and health law, but also contradict the principle of due process of law, which constitutes a fundamental characteristic of a state governed by law.

This constitutional foundation positions plastic surgery procedures, whether reconstructive or aesthetic in nature, as forms of intervention upon the human body that must obtain legal legitimacy through patient consent. The right to health services cannot be separated from the right to security, bodily integrity, and freedom to determine the medical procedures that an individual will undergo.

Within this framework, therapeutic contracts cannot merely be understood as private agreements between doctors and patients, but rather as concrete manifestations of respect for patients' constitutional rights. Consent to medical procedures becomes the primary requirement that grants legitimacy to doctors' actions while simultaneously serving as the basis for legal protection for patients against unwanted or previously undisclosed medical procedures.

Medical procedures carried out without valid consent potentially conflict with constitutional guarantees of personal protection and security. Such circumstances not only create violations of individual rights, but also generate legal uncertainty and the potential abuse of authority within health service practices. The principle of the rule of law requires that every medical procedure be conducted based on clear legal norms, transparent procedures, and accountability mechanisms capable of legal review in the event of disputes. Therefore, the constitutional provisions contained in the 1945 Constitution function as both philosophical and normative foundations in constructing the legal framework of therapeutic contracts, particularly in plastic surgery procedures, which must ensure a balance between medical interests, legal interests, and comprehensive protection of patients' human rights.

The Indonesian Civil Code

The civil law foundation contained in the Indonesian Civil Code (KUHPerdata) provides the general basis for the formation and implementation of therapeutic contracts in plastic surgery procedures as a form of legal obligation between doctors and patients. Article 1234 of the Civil Code states that, "Every obligation is to give something, to do something, or not to do something." This provision affirms that the legal relationship within therapeutic contracts fundamentally constitutes an obligation that gives rise to certain duties for the parties involved. In the context of plastic surgery procedures, the doctor's performance is juridically more appropriately classified as an obligation to

do something, namely to perform medical procedures in accordance with professional standards, service standards, and standard operating procedures, rather than as an obligation to guarantee certain aesthetic outcomes absolutely. This construction is highly important because disputes in plastic surgery practice frequently arise from patients' dissatisfaction with subjective visual outcomes, so that the determination of legal liability cannot merely be based upon the final result, but must instead consider whether the doctor has properly fulfilled his or her professional obligations.

Furthermore, Article 1320 of the Civil Code stipulates that, "For an agreement to be legally valid, four conditions are required: consent of those who bind themselves; legal capacity to enter into an agreement; a certain subject matter; and a lawful cause." This provision possesses fundamental relevance within therapeutic contracts because agreements between doctors and patients may not be formed based upon incomplete information, misleading promotions, or unilateral assumptions.

Consent must arise from a complete understanding regarding the medical procedure to be performed, including its objectives, procedures, risks, and possible complications. The requirement of a certain object also demands clarity regarding the agreed medical procedure so as to avoid multiple interpretations that may potentially give rise to disputes in the future. Thus, the validity of therapeutic contracts cannot merely be proven through the existence of a patient's signature, but must also be assessed based on the substantive fulfillment of contractual requirements.

The binding force of therapeutic contracts is emphasized in Article 1338 paragraph (1) of the Civil Code, which states that, "All legally executed agreements shall bind the individuals who have concluded them as law." This provision positions therapeutic contracts as legal sources directly binding doctors and patients. Article 1338 paragraph (3) of the Civil Code further states that, "Agreements must be executed in good faith." The principle of good faith plays a highly important role within doctor-patient relationships because doctors are obligated to provide honest and non-misleading information and may not promise medically unrealistic outcomes. Doctors are also obligated to manage patients' expectations proportionally in order to avoid misunderstandings regarding expected treatment outcomes. Conversely, patients are also obligated to provide truthful information regarding their health conditions and to comply with the medical advice given.

In the event of violations of contractual obligations, Article 1239 of the Civil Code essentially states that obligations to do or not to do something that are not fulfilled must be resolved through compensation for costs, damages, and interest. This provision is reinforced by Article 1243 of the Civil Code, which states that compensation for costs, damages, and interest becomes obligatory when a debtor, after being declared negligent, still fails to fulfill his or her obligations. Within the context of therapeutic contracts, these provisions may be applied where doctors perform procedures beyond those agreed upon, fail to provide adequate explanations regarding risks, or deviate from applicable service standards. In addition, Article 1266 of the Civil Code essentially affirms that the cancellation of reciprocal agreements must be requested before a judge, so that the cancellation of therapeutic contracts due to breach of contract cannot be conducted unilaterally without lawful legal mechanisms.

In addition to breach of contract, Article 1365 of the Civil Code provides another legal basis in the form of unlawful acts, stating that, "Every unlawful act causing damage to another person obliges the person whose fault caused such damage to compensate for the loss." This provision is relevant in circumstances where medical actions not only violate contractual terms, but also violate general legal obligations, such as violations of bodily integrity or professional negligence causing harm. Therefore, disputes in plastic surgery may be categorized either as breach of contract or unlawful acts, depending upon the nature of the violation committed. The evidentiary aspects of therapeutic contracts are regulated under Article 1865 of the Civil Code, which states that, "Every person who asserts that he or she possesses a right, or seeks to establish his or her own right or deny another person's right, must prove the existence of such right or event." This provision is reinforced by Article 1867 of the Civil Code, which essentially states that documentary evidence may consist of authentic writings or private writings.

In plastic surgery practice, documents such as informed consent forms, medical records, and medical service records constitute the primary evidence used to demonstrate the existence of agreements, the scope of procedures, and the fulfillment of doctors' professional obligations. Therefore, the Civil Code not only provides the legal basis for the formation of therapeutic contracts,

but also determines their binding force, the forms of contractual violations, and the evidentiary mechanisms utilized in dispute resolution.

Law Number 17 of 2023 concerning Health

Law Number 17 of 2023 concerning Health provides a specific legal framework that comprehensively regulates the relationship between medical personnel and patients in the provision of health services, including within the context of plastic surgery procedures. This regulation functions as a lex specialis that complements and at the same time limits the application of general principles in civil law, particularly in contractual relationships known as therapeutic contracts. Article 273 paragraph (1) letter a of Law Number 17 of 2023 essentially provides "the right for medical personnel and health personnel to obtain legal protection as long as they carry out their duties in accordance with professional standards, professional service standards, standard operating procedures, professional ethics, and patients' health needs." This provision confirms that the law not only grants protection to patients as recipients of health services, but also guarantees protection to medical personnel so that they may perform their profession without fear as long as they act in accordance with applicable standards.

On the other hand, Article 276 of Law Number 17 of 2023 essentially states that "patients have the right to obtain information regarding their health condition, receive adequate explanations regarding the health services they receive, accept or refuse medical treatment, and obtain services in accordance with medical needs and professional standards." This provision positions patients as legal subjects possessing full autonomy over their own bodies, so that every medical procedure, including plastic surgery, must be based upon informed and voluntary consent. The right to accept or refuse medical treatment constitutes a manifestation of the principle of patient autonomy, which forms the primary foundation of the therapeutic relationship. Therefore, any medical action conducted without valid consent potentially violates patients' rights and may give rise to legal consequences for medical personnel.

The obligation of medical personnel to conduct medical practice in accordance with applicable standards is emphasized in Article 291 paragraph (1) of Law Number 17 of 2023, which essentially states that "medical personnel and health personnel are obliged to provide services in accordance with professional standards, professional service standards, standard operating procedures, and professional ethics." This provision demonstrates that the implementation of therapeutic contracts cannot be separated from professional norms governing medical practice. Furthermore, Article 292 paragraphs (2) through (4) regulate that "professional standards are formulated by councils or collegiums and determined by the Minister, while standard operating procedures are determined by the heads of health service facilities." This provision confirms that professional standards and standard operating procedures possess strong legal legitimacy and serve as objective benchmarks in assessing whether medical actions have been properly performed.

The regulation regarding informed consent as the primary element of therapeutic contracts is explicitly governed in Article 293 of Law Number 17 of 2023, which essentially states that "every individual health service action must obtain consent after the patient has received adequate explanations regarding diagnosis, indications, medical procedures and their objectives, risks and complications, alternative procedures and their risks, risks if the procedure is not carried out, and prognosis." This provision confirms that consent cannot be separated from the obligation to provide complete and clear information. In the context of plastic surgery, particularly elective aesthetic plastic surgery, this provision carries significant importance because such procedures are not performed under emergency conditions. Therefore, there are no grounds to reduce the quality of explanations or disregard written consent, especially in invasive and high-risk procedures.

The provisions regarding dispute resolution in health services are regulated in Article 310 of Law Number 17 of 2023, which essentially directs that "disputes arising from alleged errors committed by medical personnel or health personnel in the provision of health services shall first be resolved through alternative dispute resolution outside the court." This provision demonstrates that Indonesian health law encourages non-litigation dispute resolution as an initial step, with the aim of maintaining therapeutic relationships, reducing conflicts, and providing opportunities for more proportional settlements based on professional assessments.

In addition, Article 433 of Law Number 17 of 2023 essentially regulates "certain prohibitions in the implementation of reconstructive and aesthetic plastic surgery that are contrary to societal norms and intended to alter identity." This provision demonstrates that plastic surgery procedures are not merely within the private sphere between doctors and patients, but also possess dimensions of public interest, morality, and social order. Consequently, freedom of contract within therapeutic contracts cannot be interpreted as absolute freedom, but must remain within legal boundaries that consider prevailing social and ethical values in society.

Government Regulation Number 28 of 2024 concerning Implementing Regulations of Law Number 17 of 2023 concerning Health

Government Regulation Number 28 of 2024 provides more operational and comprehensive regulations concerning the implementation of health services, particularly in reconstructive and aesthetic plastic surgery practices. The provisions contained in Articles 395 through 400 affirm that "plastic surgery services are not merely viewed as medical procedures, but as a series of health services that must be carried out systematically, professionally, and accountably." These regulations include service procedures beginning from eligibility examinations for procedures, implementation of surgery, postoperative management, and obligations for recording and reporting services through an integrated Health Information System.

The obligation to provide explanations to patients regarding procedural steps, possible outcomes, and surgical risks becomes a central element within these regulations. These provisions demonstrate that therapeutic communication in plastic surgery procedures must be conducted comprehensively and cannot merely constitute formalities. Explanations regarding procedural outcomes cannot be interpreted as promises of success or absolute guarantees concerning certain physical changes, but rather as professional obligations of medical personnel to convey possible outcomes honestly, rationally, and proportionally based on medical scientific standards. Within the context of aesthetic plastic surgery, which frequently involves patients' subjective expectations, the obligation of information transparency becomes extremely important in preventing misunderstandings that may potentially give rise to legal disputes in the future.

Furthermore, Article 735 paragraph (1) letter b emphasizes "the obligation of medical personnel and health personnel to obtain consent from patients or their families before treatment is provided." This provision strengthens the concept of informed consent as the basis for the legitimacy of medical procedures, while simultaneously positioning patient consent as a manifestation of respect for individual autonomy rights within health services. Such consent is not merely understood as an administrative document, but rather as the result of an adequate therapeutic communication process between medical personnel and patients. Therefore, informed consent constitutes an integral part of therapeutic contracts that establish legal relationships between doctors and patients, in which both parties possess balanced rights and obligations.

The strengthening of this norm is further reflected through the obligation to record and report plastic surgery services within an integrated health information system. These regulations broaden the meaning of therapeutic contracts from private relationships between doctors and patients into relationships possessing administrative and systemic dimensions. The validity and proof of informed consent no longer solely depend upon written consent forms, but also upon the orderly documentation of medical records digitally integrated within the national health system. This development reflects a paradigm shift toward accountable and transparent health service governance, while simultaneously strengthening the function of medical records as instruments of legal protection for both patients and medical personnel.

In addition, Article 736 regulates administrative sanctions for violations of previously determined obligations, including verbal warnings, written warnings, administrative fines, and revocation of practice licenses or health facility licenses. The existence of these administrative sanctions demonstrates that violations of obligations to obtain patient consent are no longer viewed solely as issues of professional ethics or civil liability, but have become administrative violations that may directly impact the continuity of medical practice and health facility operations. Therefore, the state positions compliance with informed consent procedures as an important indicator in the implementation of safe and quality health services.

Government Regulation Number 28 of 2024 significantly strengthens the therapeutic contract regime in plastic surgery procedures by shifting regulations from the level of normative principles toward concrete and measurable service mechanisms. This regulation confirms that the legitimacy of medical actions is determined not only by the professional competence of medical personnel, but also by the quality of communication, the completeness of patient consent, and the accountability of service documentation. Therefore, informed consent and health service documentation systems become core elements in ensuring legal certainty, protecting patients' rights, and maintaining the safety of plastic surgery practices within the national health service system (Fitira & Subekti, 2025).

Regulation of the Minister of Health of the Republic of Indonesia Number 290/Menkes/Per/III/2008 concerning Consent for Medical Treatment

Regulation of the Minister of Health of the Republic of Indonesia Number 290/Menkes/Per/III/2008 concerning Consent for Medical Treatment constitutes a technical legal basis that specifically regulates the mechanisms and substance of informed consent in health service practices. This regulation plays an important role in operationalizing the concept of informed consent as an integral part of the legal relationship between doctors and patients. Article 2 paragraph (1) explicitly states that "All medical procedures to be performed on patients must obtain consent." This provision confirms that patient consent constitutes an absolute prerequisite for conducting any medical action, so that without consent, such procedures lose their legal legitimacy. Furthermore, Article 2 paragraph (3) states that "Consent as referred to in paragraph (1) shall be given after the patient has received the necessary explanation regarding the need for the medical procedure." This provision demonstrates that consent cannot merely be understood as an administrative formality, but must be based upon a process of providing adequate information to patients so that they may make conscious and rational decisions.

Further regulations are contained in Article 3 paragraph (1), which states that "Every medical action involving high risk must obtain written consent." This provision confirms that for invasive or high-risk medical procedures, consent is insufficient if given verbally and must instead be expressed in written form as legal evidence. In the context of plastic surgery procedures, particularly aesthetic plastic surgery, this provision becomes highly relevant because most procedures performed, such as filler injections, botulinum toxin injections, laser procedures, and minor surgical procedures, are invasive in nature and contain significant medical risks. Therefore, the obligation to obtain written consent functions not merely as an administrative requirement, but also as an instrument to ensure that patients truly understand the procedures to be performed, including the risks and consequences involved.

An equally important provision is contained in Article 6, which essentially emphasizes that "granting consent for medical treatment does not eliminate legal liability if negligence is proven." This provision carries significant juridical implications within the construction of therapeutic contracts because it confirms that informed consent does not function as an absolute exemption clause releasing medical personnel from legal responsibility. Patient consent regarding disclosed risks applies only within the limits of reasonable medical risks that have been properly explained, and therefore cannot be used as a basis to justify negligent actions, deviations from standard operating procedures, or actions exceeding the scope of consent granted (Felenditi, 2009; Suntama, 2017).

Ministerial Regulation Number 290 of 2008 functions as a technical norm clarifying how general principles in civil law and health law are implemented within medical service practices. In plastic surgery procedures, this regulation provides clear standards regarding doctors' obligations to provide explanations and obtain patient consent before performing procedures. Such obligations simultaneously function as parameters in assessing whether legal violations have occurred when disputes arise. Written consent for high-risk procedures functions as the primary evidence demonstrating the existence of agreements, the scope of procedures, and the distribution of risks between doctors and patients. Such documents become highly important within judicial evidentiary processes because they may demonstrate whether doctors have fulfilled their obligations to provide adequate information and obtain valid consent.

Nevertheless, Article 6 clearly establishes limitations by emphasizing that informed consent cannot function as an exoneration clause that releases doctors from legal liability. If negligence,

procedural errors, or actions inconsistent with professional standards are proven, doctors may still be held legally accountable even though patients have provided consent. Therefore, informed consent possesses dual functions, namely as the basis for the legitimacy of medical procedures and simultaneously as an instrument of legal protection for both patients and medical personnel.

Based on the various legal provisions governing the legal relationship between doctors and patients in health services, the following table presents a comparison of the legal foundations regulating therapeutic contracts in plastic surgery procedures in Indonesia.

Table 2. Comparison of Legal Foundations Governing Therapeutic Contracts in Plastic Surgery Procedures in Indonesia

No	Legal Regulation	Main Substance Regulated	Legal Relevance to Therapeutic Contracts
1	The 1945 Constitution of the Republic of Indonesia	Protection of health rights and bodily integrity	Becomes the constitutional basis for patient autonomy and legal protection
2	Indonesian Civil Code	Validity of agreements, good faith, breach of contract, unlawful acts	Provides the civil law basis for therapeutic contracts
3	Law Number 17 of 2023 concerning Health	Rights and obligations of patients and medical personnel	Regulates informed consent and legal protection in health services
4	Government Regulation Number 28 of 2024	Operational standards for health services and plastic surgery	Strengthens accountability and documentation systems
5	Minister of Health Regulation No. 290/MENKES/PER/III/2008	Procedures for consent to medical treatment	Regulates informed consent as legal legitimacy for medical actions

The legal framework governing therapeutic contracts in plastic surgery procedures in Indonesia is structured across multiple layers, encompassing constitutional law, civil law, health law, and technical medical regulations. This multi-layered framework collectively establishes legal certainty, patient protection, professional accountability, and standards of medical practice (Wahyuni, 2023). Accordingly, therapeutic contracts in plastic surgery are not merely ordinary civil agreements, but legal relationships that incorporate dimensions of human rights protection, patient safety, professional responsibility, and medical ethics compliance. This position reflects that the doctor-patient relationship in plastic surgery cannot be separated from the legal obligation to safeguard the safety, security, and rights of patients in every medical action performed.

Juridically, the Civil Code of Indonesia provides the foundational basis for therapeutic contracts, requiring fulfillment of the conditions set forth in Article 1320, while Article 1338 affirms that every lawfully executed agreement binds the parties as law. In the context of plastic surgery, this binding force means that the rights and obligations of both parties must be carried out in good faith. Critically, however, a doctor's obligation under a therapeutic contract constitutes an obligation of best effort (*inspanningsverbintenis*) rather than a guarantee of specific aesthetic outcomes (*resultaatsverbintenis*) a distinction widely recognized in medical jurisprudence (Sumeru & Tanawijaya, 2022). Law Number 17 of 2023 concerning Health further reinforces this legal position by mandating that every medical procedure be conducted based on informed patient consent following adequate disclosure of relevant information, directly affirming the patient's right to bodily integrity and self-determination in medical treatment.

The balance of rights and obligations between doctors and patients constitutes a core element of therapeutic contracts in plastic surgery. Patients hold the right to receive complete information regarding procedures, benefits, risks, complications, and possible outcomes, as well as the right to provide or withhold consent through informed consent (Ankuda et al., 2014). Conversely, doctors are obligated to deliver services in accordance with professional standards, standard operating procedures, and medical ethics, while retaining the right to legal protection provided that procedures are performed within the scope of their competence and applicable regulations. This reciprocal relationship is fundamentally grounded in the principle of trust, which scholars identify as indispensable to the therapeutic alliance in surgical contexts (Tsan & Nasser, 2024).

Government Regulation Number 28 of 2024 and Minister of Health Regulation Number 290/Menkes/Per/III/2008 further clarify the requirements for valid medical consent in high-risk procedures such as plastic surgery, mandating complete disclosure of benefits, risks, complications, and alternative procedures prior to any intervention. These regulations reflect a broader global

consensus that informed consent in elective and aesthetic surgery must be substantive rather than procedural ensuring patients genuinely understand, rather than merely acknowledge, the information provided (Maroon et al., 2024; Shaheen et al., 2024). Failure to meet this standard not only constitutes a breach of the therapeutic contract but may also give rise to civil and administrative liability for the medical practitioner.

In sum, therapeutic contracts in plastic surgery procedures in Indonesia occupy a special legal position that integrates civil law, health law, professional ethics, and patient protection into a unified framework. They cannot be reduced to commercial service agreements, as they directly implicate patient safety, rights over the human body, and the professional responsibility of medical personnel. Therefore, the implementation of therapeutic contracts in plastic surgery must consistently uphold the principles of agreement, good faith, patient autonomy, legal protection, and full compliance with professional standards and applicable medical regulations in Indonesia.

Mechanisms for Resolving Medical Disputes in Plastic Surgery Procedures as a Form of Legal Protection for Doctors and Patients in Therapeutic Contracts

Mechanisms for resolving medical disputes in plastic surgery procedures constitute an important component in maintaining a balance between the rights and obligations of doctors and patients within therapeutic contracts. According to the *2023 Performance Report of the Secretariat of the Indonesian Medical Council (Konsil Kedokteran Indonesia)*, the number of disciplinary complaints against physicians and dentists showed an upward trend, increasing from 28 complaints in 2020 to 43 in 2021 and 45 in 2022. In 2023, the Secretariat of the Indonesian Medical Council set a target of handling 45 disciplinary complaints, and by the end of the year had issued 68 decisions relating to disciplinary cases (Konsil Kedokteran Indonesia, 2024). These data demonstrate the increasing complexity of medical disputes and growing public awareness regarding patients' rights and professional accountability in health services, including in aesthetic and elective medical procedures. This trend is consistent with the findings of Bal (2009), who explains that the increasing number of medical malpractice disputes in surgical practice is closely related to unmet patient expectations and inadequate communication prior to medical procedures. Therefore, mechanisms for resolving medical disputes in plastic surgery procedures function not only as instruments for resolving conflicts, but also as forms of legal protection for both doctors and patients within therapeutic contracts.

The legal relationship between doctors and patients in plastic surgery procedures arises through therapeutic contracts, which fundamentally constitute civil legal relationships that create reciprocal rights and obligations for both parties (Ramadhan et al., 2021; Tsan & Nasser, 2024). Doctors are obligated to provide medical services in accordance with professional standards and their competence, while patients are obligated to provide honest information regarding their health conditions and comply with medical advice (Handayani et al., 2025). In practice, however, these legal relationships frequently give rise to disputes due to differing perceptions regarding procedural outcomes. Patients generally evaluate success based on aesthetic results, whereas doctors assess it based on procedural accuracy and compliance with professional standards. Nejadsarvari & Ebrahimi (2014) identifies this difference in perception as one of the principal causes of medical disputes in aesthetic plastic surgery. This condition is further influenced by the subjective nature of aesthetic satisfaction, which varies according to psychological, cultural, and social factors. Herruer et al. (2015), in their systematic review, found that patients with unrealistic expectations before surgery were significantly more likely to experience dissatisfaction and submit formal complaints. These findings demonstrate the importance of expectation management and informed consent as both medical and legal obligations within therapeutic contracts.

The complexity of medical disputes in plastic surgery demonstrates that such disputes do not merely involve legal dimensions, but also encompass medical, psychological, ethical, and social aspects. In aesthetic plastic surgery, treatment outcomes are strongly influenced by patients' biological conditions, healing processes, and subjective expectations regarding final results (Gelidan et al., 2024; Nagy et al., 2026). Therefore, the legal system must provide balanced protection by safeguarding patients' rights to obtain justice while simultaneously protecting doctors' professional rights and legal certainty. Morselli et al. (2019) explain that effective dispute resolution mechanisms in surgical practice must be supported by transparent medical documentation, proper informed

consent procedures, and accessible mediation mechanisms because these factors significantly reduce the escalation of disputes into litigation. In Indonesia, such legal protection is institutionally implemented through dispute resolution mechanisms regulated under Law Number 17 of 2023 concerning Health, which prioritizes non-litigation settlement through mediation and restorative approaches before court proceedings are pursued. Thus, the legal framework governing medical dispute resolution seeks to maintain a proportional balance between patient protection and the professional interests of medical personnel in plastic surgery practice.

The mechanisms for resolving medical disputes under Law Number 17 of 2023 concerning Health are specifically regulated in Articles 304 through 310. These provisions demonstrate that the state places significant attention upon the importance of legal protection within relationships between medical personnel and patients. Article 304 paragraph (1) of Law Number 17 of 2023 concerning Health states that, "In order to support the professionalism of Medical Personnel and Health Personnel, professional disciplinary enforcement must be implemented." This provision demonstrates that professional disciplinary enforcement constitutes the initial mechanism for maintaining the professionalism of medical personnel, including plastic surgeons, in carrying out medical practice. Such disciplinary enforcement serves as a mechanism of preventive legal protection because it aims to prevent violations of professional standards that may cause harm to patients.

Furthermore, Article 304 paragraph (2) states that, "The Minister shall establish a council tasked with carrying out duties in the field of professional discipline." This provision demonstrates that the state establishes a special institution possessing authority to assess alleged disciplinary violations committed by medical personnel. The existence of professional disciplinary councils functions as an important mechanism for legal protection for both doctors and patients because assessments of medical actions are conducted by parties who understand medical professional standards. Within the context of plastic surgery procedures, the existence of disciplinary councils becomes particularly important because disputes frequently involve technical assessments concerning medical procedures and aesthetic service standards.

Article 304 paragraph (3) further states that, "The council as referred to in paragraph (2) is tasked with determining whether or not there has been a violation of professional discipline committed by Medical Personnel and Health Personnel." This provision grants authority to the council to determine whether doctors' actions comply with professional standards or instead constitute disciplinary violations. Within the context of legal protection, this mechanism guarantees that assessments of medical actions are not conducted unilaterally by the public or law enforcement authorities, but rather based upon objective professional evaluations. Consequently, doctors obtain legal protection from the potential criminalization of medical actions that remain within the boundaries of professional standards.

In addition to providing legal protection for doctors, Law Number 17 of 2023 concerning Health also provides legal protection for patients through complaint mechanisms. Article 305 paragraph (1) states that, "Patients or their families whose interests are harmed as a result of actions by Medical Personnel or Health Personnel may file complaints with the council." This provision demonstrates that patients possess legal rights to submit complaints when they feel harmed by medical procedures. Within plastic surgery procedures, this mechanism becomes highly important because patients frequently experience dissatisfaction regarding the aesthetic outcomes they receive. Through complaint mechanisms submitted to disciplinary councils, patients obtain formal access to justice through lawful and structured procedures.

Furthermore, Article 305 paragraph (2) regulates that complaints must contain the identity of complainants, the identity of medical personnel, the time when procedures were performed, and the reasons for complaints. This provision demonstrates that complaint mechanisms must be conducted clearly and accountably in order to prevent unfounded accusations against medical personnel. Within the context of legal protection, this regulation creates a balance between patients' rights to file complaints and doctors' rights to obtain legal certainty regarding accusations submitted against them.

Mechanisms for legal protection for doctors are also reflected in Article 306 of Law Number 17 of 2023 concerning Health. Article 306 paragraph (1) states that, "Disciplinary sanctions that may be imposed upon Medical Personnel or Health Personnel may include written warnings, obligations to attend education or training, temporary suspension of registration certificates (STR), and/or

recommendations for revocation of practice licenses (SIP).” This provision demonstrates that the Indonesian health law system is not solely oriented toward punishment, but also emphasizes guidance and improvement of medical personnel competence. Within the context of plastic surgery procedures, such mechanisms are important because medical errors do not always occur intentionally, but may arise from technical factors or inherent medical risks attached to procedures themselves.

Article 306 paragraph (3) further states that, “In the event of alleged criminal acts, their resolution shall prioritize restorative justice mechanisms.” This provision demonstrates that Indonesian health law prioritizes restorative mechanisms in resolving medical disputes. Restorative mechanisms aim to restore relationships between doctors and patients through dialogue and deliberation without immediately resorting to criminal punitive approaches. Within disputes involving plastic surgery procedures, restorative mechanisms are considered more effective because conflicts frequently involve emotional and psychological aspects of patients concerning medical outcomes.

The strengthening of legal protection for doctors is also reflected in Article 308 paragraph (1), which states that, “Medical Personnel or Health Personnel suspected of committing unlawful acts in carrying out their profession must first obtain recommendations from the council.” This provision carries highly important juridical implications because legal proceedings against medical personnel cannot be conducted directly without professional assessments from disciplinary councils. Consequently, doctors obtain legal protection from legal proceedings conducted hastily without considering medical professional standards.

Article 308 paragraph (5) further states that, “The recommendation referred to in paragraph (1) contains an assessment of whether the medical action has complied or not complied with professional standards, service standards, and standard operating procedures.” This provision demonstrates that professional standards constitute the primary basis for determining whether medical errors exist. Within plastic surgery procedures, this mechanism becomes highly important because aesthetic outcomes are subjective in nature, thereby requiring legal assessments to focus upon medical treatment processes and compliance with professional standards rather than merely upon final procedural outcomes.

In addition to professional disciplinary mechanisms, legal protection for the parties is also realized through non-litigation mechanisms. Article 310 of Law Number 17 of 2023 concerning Health states that, “Disputes arising from alleged errors committed by Medical Personnel or Health Personnel must first be resolved through alternative dispute resolution outside the court.” This provision demonstrates that Indonesian health law prioritizes dispute resolution through non-litigation mechanisms before resorting to court proceedings. Such mechanisms aim to preserve therapeutic relationships between doctors and patients while creating dispute resolutions that are faster, more flexible, and oriented toward deliberation.

Non-litigation mechanisms may be conducted through mediation, negotiation, or other forms of alternative dispute resolution. Within the context of plastic surgery procedures, mediation mechanisms possess advantages because they enable doctors and patients to establish direct communication in order to seek fair solutions for both parties. Non-litigation mechanisms are also capable of reducing psychological and social impacts arising from lengthy and confrontational judicial proceedings (Ananda & Afifah, 2023). If non-litigation mechanisms fail to achieve agreements, the parties may pursue litigation mechanisms through court proceedings. Litigation mechanisms function as forms of repressive legal protection because they provide legal certainty through judicial decisions. Nevertheless, even when disputes are resolved through court proceedings, assessments of medical actions must still consider recommendations from disciplinary councils and medical professional standards as the basis for legal considerations.

Based upon the foregoing explanation, it may be understood that mechanisms for resolving medical disputes arising from therapeutic contracts in plastic surgery procedures are implemented through a structured and multi-layered legal framework. Preventive legal protection is provided through compliance with professional standards, informed consent requirements, and professional disciplinary oversight, while repressive legal protection is available through both non-litigation and litigation dispute resolution mechanisms. These arrangements reflect the intention of Indonesian

health law to balance the protection of patients' rights with the professional interests of physicians involved in plastic surgery practice.

However, a critical assessment indicates that the current dispute resolution system has not yet fully achieved balanced legal protection for both parties. Although preventive mechanisms are relatively comprehensive, their effectiveness largely depends on the quality of communication, documentation, and compliance with professional standards in clinical practice. Likewise, while non-litigation and litigation mechanisms provide formal avenues for dispute resolution, patients often face challenges in proving medical negligence due to the complexity of medical evidence and information asymmetry between patients and healthcare providers. Conversely, physicians remain vulnerable to reputational harm and legal uncertainty arising from malpractice allegations, even before a professional determination has been made.

Furthermore, the fragmented nature of dispute resolution institutions, overlapping legal processes, and the absence of specialized mechanisms for handling highly technical medical disputes may reduce procedural efficiency and legal certainty. Consequently, despite the existence of both preventive and repressive safeguards, the current framework still requires institutional strengthening, clearer procedural coordination, and greater emphasis on alternative dispute resolution mechanisms to ensure that legal protection is not merely formal but substantively fair. Achieving a truly balanced system requires a dispute resolution model that simultaneously safeguards patient autonomy and access to justice while protecting physicians from unjustified legal exposure when medical services have been provided in accordance with professional standards and ethical obligations.

CONCLUSION

The legal position of therapeutic contracts in the implementation of plastic surgery procedures in Indonesia demonstrates that therapeutic contracts possess a strong and special legal status within the Indonesian health law system. Therapeutic contracts are not merely ordinary civil agreements, but legal relationships that contain elements of patient protection, professional responsibility, medical ethics, and compliance with professional standards. The legal basis for therapeutic contracts is regulated through the Indonesian Civil Code, Law Number 17 of 2023 concerning Health, Government Regulation Number 28 of 2024, and Regulation of the Minister of Health Number 290/Menkes/Per/III/2008 concerning Consent for Medical Treatment. These regulations emphasize that every plastic surgery procedure must be carried out based on valid informed consent, adequate medical information, and adherence to professional standards. In this context, doctors are obligated to provide their best professional efforts (*inspanning verbintenis*) rather than guarantee specific aesthetic outcomes.

Furthermore, mechanisms for resolving medical disputes in plastic surgery procedures function as forms of legal protection for both doctors and patients within therapeutic contracts. Indonesian health law prioritizes preventive legal protection through compliance with professional standards, informed consent, and professional disciplinary enforcement. In addition, dispute resolution mechanisms are carried out through non-litigation and litigation channels. Law Number 17 of 2023 concerning Health prioritizes non-litigation mechanisms, such as mediation and restorative approaches, before court proceedings are pursued. The involvement of professional disciplinary councils also provides objective assessments regarding compliance with professional standards. Therefore, the legal framework governing therapeutic contracts and dispute resolution mechanisms seeks to maintain a balance between protecting patients' rights and safeguarding doctors' professional interests in plastic surgery practices in Indonesia.

Based on these findings, it is necessary for the Indonesian government to formulate more specific regulations concerning therapeutic contracts in aesthetic plastic surgery procedures, particularly regarding the standardization of informed consent, limitation of medical liability, and legal protection mechanisms for both doctors and patients. In addition, future research is recommended to examine the implementation of therapeutic contracts empirically within hospitals and aesthetic clinics in order to evaluate the effectiveness of dispute resolution mechanisms and legal protection in medical practice.

AUTHOR CONTRIBUTIONS

UI contributed to conceptualization, legal research design, normative methodology development, statutory and conceptual analysis, and writing of the original draft manuscript. FMP contributed to legal interpretation, analysis of health law regulations, validation of legal arguments, and writing review and editing. AHR contributed to collection and examination of legal materials, regulatory mapping, and writing review and editing. RSU contributed to conceptual validation, supervision, and critical revision of the manuscript for important intellectual content

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