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Doctor-Patient Therapeutic Agreement in the Perspective of Law No. 29/2004 and Islamic Law

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Abstract
Background. The relationship between doctors and patients is not only a technical-medical relationship, but also a complex legal and ethical relationship. As public awareness of patients' rights increases, the relationship demands legal certainty that protects both parties. In the context of Indonesian law, this relationship is attached in the form of a therapeutic agreement, which is an agreement between the doctor and the patient regarding the medical procedure to be performed, the rights and obligations of each party, and the legal consequences if the agreement is violated.
Purpose. This study discusses the therapeutic agreement between doctors and patients in the perspective of Law No. 29 of 2004 concerning Medical Practice and Islamic law. The focus of the study lies on the common points, differences, and possible integration of the two in medical practice in Indonesia.
Method. This study uses a normative-comparative approach by analyzing regulations, jurisprudence, MUI fatwas, and classical fiqh books.
Result. The results of the study show that according to Law No. 29/2004, the doctor-patient relationship is a legal contract that requires informed consent, professional standards, and accountability mechanisms. Meanwhile, Islamic law views it as a valid ijārah (service hire contract) if it fulfills the pillars of the contract, with the principles of tarāḍī (willingness), gharar (ambiguity), and ḍarar (danger). Jurisprudence emphasizes the principle of inspanningsverbintenis (the obligation of maximum effort, not results), while the MUI fatwa emphasizes the aspects of ridā, trust, and the welfare of the soul. The integrative synthesis offered places Law No. 29/2004 as the basis for formal legality, Islamic law as moral-religious legitimacy, and jurisprudence and fatwa as operational bridges. Thus, therapeutic agreements are not contradictory, but complementary in realizing legal, ethical, and spirituality-based medical practices.

Keywords: therapeutic agreement, Law No. 29/2004, Islamic law, *informed consent*, Islamic bioethics

INTRODUCTION

Juridically, therapeutic agreements are derived from Article 1320 of the Civil Code (KUHPerCivil) on the legal conditions of agreements, which were later affirmed in Law Number 29 of 2004 on Medical Practice. Article 45 of the Law stipulates that any medical procedure may be carried out only with the patient's or their family's informed consent. Thus, therapeutic agreements become the primary foundation that not only guarantees the legality of the doctor's actions, but also legal protection for patients.

On the other hand, from the perspective of Islamic law, the doctor-patient relationship can be seen as an akad (ʿaqd) in the fiqh of muamalah. This contract is valid if it fulfills the pillars and conditions, such as the existence of ijab-qabul, willingness (tarāḍī), a clear object of contract, and a halal purpose. The rules of fiqh state:

المسلمون على شروطهم إلا شرطا حرم حلالا أو أحل حراما

"Muslims are bound by the conditions they make, except for those that prohibit what is halal or legalize what is haram."

This principle emphasizes that agreements in Islamic law are binding, provided they do not contradict the sharia. In addition, within the framework of maqāṣid al-sharīʿah, the practice of medicine is closely related to the protection of the soul (ḥifẓ al-nafs), which is one of the primary purposes of sharia. Nevertheless, the practice on the ground shows that there is tension. Increasing medical disputes in court, patient complaints related to a lack of transparency, and malpractice cases are indicators that therapeutic agreements have not been fully understood and implemented in accordance with Islamic legal and ethical corridors. In fact, the integration between positive law and Islamic law is very relevant for the Muslim-majority Indonesian people.

Previous studies have focused more on the formal juridical aspects of therapeutic agreements, or, rather, have touched on medical ethics from an Islamic perspective. There have been few studies that comprehensively compare the two using an integrative approach. Therefore, this article seeks to fill this void by examining therapeutic agreements from two perspectives: Law No. 29/2004 and Islamic law.

The objectives of this research are:

1. Describe therapeutic agreements from a positive legal perspective of Indonesia, especially Law No. 29/2004.
2. Analyze therapeutic agreements from the perspective of Islamic law based on the concepts of akad, fiqh rules, and maqāṣid al-sharīʿah.
3. Compare the two perspectives to find common ground, differences, and implications for medical practice in Indonesia.

Thus, this research is expected not only to make a theoretical contribution to the development of health law, but also to make a practical contribution by improving legal protection for patients while maintaining the professionalism of doctors, in accordance with the principles of justice and benefit.

METHOD

This research uses a normative legal research approach, focusing on positive legal norms, legal doctrines, and relevant Islamic legal principles. This approach was chosen because the issue of therapeutic agreements cannot be separated from the analysis of laws and regulations, contract law doctrines, and fiqh rules that govern contracts in Islam.

Types of Research

The research is doctrinal law research that aims to examine the consistency, harmony, and differences in norms between Law No. 29 of 2004 concerning Medical Practice and the principles of Islamic law. The primary focus of this research is not to empirically test its application in the field, but to analyze the legal text and the underlying theoretical concepts.

Research Approach

The approach used is:

1. Statute approach, by examining Law No. 29 of 2004, the Civil Code, and derivative regulations related to medical practice.
2. Conceptual approach, by exploring concepts in Islamic law, especially about akad (ʿaqd), willingness (tarāḍī), and fiqh rules such as al-muslimūn 'alā syurūṭihim.
3. Comparative approach, to compare positive legal norms with Islamic law related to the legal terms of agreements, doctor-patient rights, and dispute resolution.

4. Case approach, by reviewing several Indonesian court decisions related to medical disputes, as well as MUI fatwas relevant to medical practice.

Legal Materials.

The legal materials used consist of:

1. Primary Legal Materials: Law No. 29 of 2004, the Civil Code (especially Articles 1320–1338 concerning agreements), derivative regulations related to medical practice, court decisions in medical dispute cases, and MUI fatwas regarding medical practice.
2. Secondary Legal Materials: academic literature in the form of contract law books, health law, medical bioethics, as well as classical and contemporary fiqh muamalah scientific works. This includes reputable international journals that discuss informed consent, medical law, and Islamic bioethics.
3. Tertiary Legal Materials: legal dictionaries, Islamic encyclopedias, and relevant popular scientific articles.

Data Collection Techniques

Data were collected through library research, including regulatory texts, fiqh books, fatwas, and academic literature. Secondary source searches are also conducted using international journal databases (Scopus, Web of Science, SpringerLink, Taylor & Francis, etc.) to ensure the up-to-date nature of references.

Data Analysis Techniques.

Data were analyzed using content analysis methods and legal hermeneutics. The analysis is carried out in several stages:

1. Identification of the norms that govern therapeutic agreements in Law 29/2004 and Islamic law.
2. Interpretation of legal texts to interpret the scope, legal conditions, and legal consequences of therapeutic agreements.
3. Comparison of norms to find common ground and differences between positive law and Islamic law.

4. Critical analysis using maqāṣid al-sharīʿah as a normative framework in assessing the extent to which positive law is in line with the goals of sharia, especially the protection of the soul (ḥifẓ al-nafs) and the protection of reason (ḥifẓ al-'aql).

Research Validity

The validity of the analysis is maintained by triangulating legal sources, namely, confirming the study's results with the doctrine of contract law, fiqh muamalah, and jurisprudence practice. In addition, validity is strengthened by the use of the latest scientific references, including a Scopus journal and Turat's classic book. With this methodology, the research is expected to produce a study that is not only normatively comprehensive but also relevant to medical practice in Indonesia, which is at the intersection of positive law and Islamic law.

DISCUSSION

Therapeutic Agreement in accordance with Law No. 29 of 2004. A therapeutic agreement, under Indonesian law, is a legal relationship between a doctor and a patient arising from a contract to perform a medical procedure. Law No. 29 of 2004 concerning Medical Practice is the main framework in regulating the positions, rights, and obligations of both parties. Although the law does not explicitly use the term therapeutic agreement, its substance is seen in the articles that regulate informed consent, doctors' obligations, and patient rights.

Legal Position of Therapeutic Agreements

Juridically, therapeutic agreements are categorized as named agreements (sui generis contracts) that are subject to the general principles of agreement as stipulated in Article 1320 of the Civil Code. The four legal conditions of the agreement (agreement, competence, certain objects, and halal causes) are the basis for the validity of the legal relationship between doctors and patients. Thus, therapeutic agreements are subject not only to Law No. 29/2004 but also to the general provisions of civil law.

In contrast to commercial agreements, therapeutic agreements do not emphasize the exchange of material benefits, but rather professional services that concern the fundamental interests of the patient, namely, health and safety of life. Therefore, the legal relationship that is established is not resultaatsverbintenis (the engagement of results), but is more appropriately

categorized as inspanningverbintenis (commitment of efforts). Doctors are only obliged to make every effort within professional standards, without guaranteeing recovery as a sure outcome.

Rights and Obligations of the Parties

Law No. 29/2004 affirms several rights and obligations that are an inherent part of therapeutic agreements.

1. Patients' Rights (Article 52), including: obtaining a full explanation of medical procedures, Ask for the opinion of other doctors (second opinion), get services according to professional standards, and refuse medical treatment after receiving adequate explanations.
2. The Patient's obligations (Article 53), among others: providing honest information about his health condition, complying with the doctor's advice and instructions, and fulfilling administrative and financial obligations.
3. Doctors' rights (Article 50), among others: obtaining legal protection as long as they carry out their duties according to professional standards, obtaining honest and complete information from patients, and receiving reasonable professional services in return.
4. Doctors' obligations (Article 51), among others: providing medical services in accordance with professional standards and operational procedures, referring patients if unable to handle, maintaining patient confidentiality, and providing emergency aid as ethical and legal obligations.

This balance of rights and obligations confirms that the therapeutic relationship is not merely hierarchical (the doctor as the dominant party), but a contractual relationship that prioritizes the principle of patient autonomy.

Informed Consent as the Main Instrument

One of the most important aspects of a therapeutic agreement is the informed consent mechanism. Article 45 of Law No. 29/2004 requires doctors to obtain the consent of patients or their families before performing medical procedures. This approval should be given after the patient has received an explanation of the diagnosis, objectives of action, alternative therapies, risks, and prognosis.

Informed consent has two legal dimensions: the contractual dimension, as the patient's consent to the medical action to be performed. The dimension of legal protection, as an instrument

to prevent doctors from accusations of malpractice, as long as the procedure has been carried out according to standards. However, in practice, there is often uncertainty about whether the patient actually understands the information provided. This opens up a space for debate between classical contract theory (which emphasizes formal agreement) and modern bioethical principles (which emphasize understanding and willingness).

Legal Liability

Law No. 29/2004 provides a basis for legal liability if doctors violate their obligations under therapeutic agreements. The liability can be in the form of: Administrative sanctions (warnings, fines, revocation of practice licenses), Criminal sanctions if there is an element of intentionality or negligence that causes losses, Civil sanctions in the form of compensation based on default or unlawful acts.

Jurisprudence shows that judges tend to assess whether doctors have made maximum efforts in accordance with professional standards, rather than on the success or failure of therapy outcomes. Thus, therapeutic agreements in positive law affirm professionalism and prudence as the keys to legal protection for both parties.

Therapeutic Covenants in Islamic Law

From the perspective of Islamic law, the relationship between doctor and patient can be understood through the concept of akad (ʿaqd), an agreement or contract entered into by two parties to achieve specific goals justified by sharia. In essence, the contract between the doctor and the patient is a form of ijārah (rental of services), in which the patient hires the doctor's expertise to obtain benefits in the form of healing.

The Normative Basis of Akad in Sharia

The Qur'an emphasizes the importance of the contract and the obligation to fulfill the agreement: "*Yā ayyuhā alladzīna āmanū, awfū bi al-ʿuqūd"* (QS. al-Mā'idah [5]: 1).

Fiqh rules: *al-muslimūn ʿalā syurūṭihim illā syurṭan aḥalla ḥarāman aw ḥarrama ḥalālan*

(Muslims are bound by their conditions, except those that legalize what is haram or prohibit what is halal).

On this basis, the contract between the doctor and the patient is valid as long as it fulfills the elements of voluntariness (tarāḍī) and the halal goal, namely the maintenance of health and the soul.

Pillars and Conditions of the Contract

According to the jumhur fuqaha, the pillars of the contract consist of the contracting parties, the object of the contract, sighat (ijab qabul), and halal purposes. In the context of therapeutic agreements:

1. Contracting parties: doctors (service providers) and patients (service recipients).
2. Object of contract: medical services according to medical expertise.
3. Sighat (ijab qabul): explicit or implicit consent to medical action. In modern practice, this is manifested in informed consent.
4. Objective: to obtain health benefits, which are in harmony with maqāṣid al-sharīʿah, in particular ḥifẓ al-nafs (protection of the soul).

The conditions for the validity of the contract are the existence of willingness, clarity, and noncontrariness to Sharia. This is affirmed in QS. al-Nisā' [4]: 29, "lā ta'kulū amwālakum bainakum bil-bāṭil illā an takūna tijāratan ʿan tarāḍin minkum" (Thou shalt not consume thy neighbor's property in a wicked way except in a business done on a consensual basis).

Classification of Kad: Ijārah and Tabarruʿ

In fiqh literature, the services of doctors can be categorized into two forms:

1. Ijārah (service fee), where the patient pays for the doctor's services. This is permissible because it is included in the contract of muʿāwaḍah (exchange), provided the service is clear, the benefits are halal, and the rates are reasonable. Imam al-Shafi'i in al-Umm emphasized that useful and not haram services can be the object of contracts.
2. Tabarruʿ (charitable deeds), for example, when a doctor gives emergency aid without expecting anything in return.

In this case, the contract is closer to ʿaqd al-tabarruʿ, which is rewarded according to shari'i.

Thus, Islamic law is flexible in accommodating the doctor-patient relationship, both in the realm of professional services and social services.

Principles of Medical Ethics in Islam

In addition to the contractual aspect, Islam emphasizes ethical values and spiritual responsibility. A doctor is not only bound by the contract with the patient, but also by the mandate of Allah SWT. This is affirmed through the concept of mas'ūliyyah (accountability) before Allah. Some of the relevant principles of medical fiqh include:

lā ḍarar wa lā ḍirār (should not harm oneself and others).

al-ḍarūrāt tubīḥ al-maḥẓūrāt (emergency allows the forbidden), e.g., the use of certain drugs in an emergency.

Al-Yaqīn lā yazūl bi al-Shak (faith is not lost due to doubt), relevant to medical diagnosis.

These principles provide an ethical foundation for therapeutic agreements that are not only oriented to the worldly, but also the ukhrawi aspects.

Doctors' Accountability According to Fiqh

Scholars discuss the responsibility of doctors when medical actions lead to loss or death of patients. There are two main views:

1. If the doctor is an expert, works according to the standards, and the patient is willing, then he is free from the responsibility for damages. (al-Majmū', Nawawi).
2. If the doctor is careless or incompetent, then he is responsible according to shari'i and is obliged to bear diyat or compensation. (Ibn Qudāmah, al-Mughnī).

This view parallels the concept of inspanning verbintenis in positive law: the doctor does not guarantee a cure, but is obliged to make the maximum effort.

Comparative Analysis between Law No. 29/2004 and Islamic Law

A comparison between the therapeutic agreement in Law No. 29 of 2004 concerning the Practice of Medicine and the perspective of Islamic law reveals firm common ground. However, differences in philosophical and conceptual foundations remain.

Similarities of Basic Principles

1. Agreement and Willingness

Law No. 29/2004 emphasizes the importance of informed consent before medical procedures are performed (Article 45).

Islamic law emphasizes the principle of tarāḍī (willingness) as affirmed in the Qur'an. al-Nisā' [4]: 29.

→ Both place the principle of voluntary agreement as a legal condition for therapeutic agreements.

2. **Doctor's Professional Obligations**

The law stipulates that doctors are obliged to carry out practice in accordance with professional standards and standard operating procedures.

Islamic law requires doctors to work with trust, competence, and not to cause ḍarar (danger).

→ Both emphasize the ethical-professional obligation to make maximum efforts.

3. **Legal Liability**

The law recognizes administrative, civil, and criminal sanctions for doctors who are negligent or commit malpractice.

Islamic fiqh establishes the responsibility of compensation (diyah or ʿāqilah) if the doctor is careless or incompetent (al-Mughnī, Ibn Qudāmah).

→ Both recognize the mechanism of legal liability for negligence.

Differences in Philosophical Foundations

1. Legal Orientation. Law No. 29/2004 is based on legal positivism: emphasizing legal certainty, patient protection, and medical professional standards. Islamic law is based on sharia: it emphasizes maqāṣid al-sharīʿah, especially ḥifẓ al-nafs (protection of the soul) and the ukhrawi dimension.
2. Source of Legitimacy. Laws are sourced from the state authority through legislation. Islamic law is derived from the Qur'an, Hadith, and the ijtihad of fuqaha.
3. End Goal. The law aims to maintain the quality of medical services and provide legal certainty.

Islam adds a spiritual orientation: doctors are not only responsible to the patient and the laws of the country, but also to Allah SWT.

Convergence Points and Integration Opportunities

1. Informed Consent as Sighat Akad. In positive law, informed consent is a legal requirement; in Islamic law, it can be interpreted as ijab qabul in an ijārah contract.

2. Medical Ethics as a Mandate. The ethics of the medical profession under the Law align with the concept of amānah in Islam.
3. Accountability. The mechanism of state legal sanctions can be enriched with a fiqh perspective, for example, the concept of diyat in cases of negligence that results in death.

Thus, these two legal systems are not inherently contradictory but complementary: law provides a formal, nationally binding legal framework, while Islamic law provides moral-spiritual legitimacy that deepens the ethical awareness of doctor-patient relationships.

Jurisprudence and MUI Fatwa Related to Therapeutic Agreements

In the practice of medicine in Indonesia, therapeutic agreements are based not only on Law No. 29 of 2004 but also on court decisions (jurisprudence) and religious fatwas, especially those issued by the Indonesian Ulema Council (MUI). It is essential to understand how positive legal norms and religious norms interact in resolving ethical-medical problems.

Jurisprudence of Medical Malpractice Cases

Several court rulings have confirmed the importance of the therapeutic agreement aspect between doctors and patients:

1. The Case of Prita Mulyasari (2009). Prita sued the hospital service, which she considered not up to standard. Although this case is better known for its defamation aspect, it also raises an issue regarding the patient's right to clear medical information. The Supreme Court's decision finally acquitted Prita, while affirming the importance of transparency in doctor-patient relationships as part of informed consent 1.
2. Central Jakarta District Court Decision No. 228/Pdt.G/2010/PN.Jkt.Pst. In a patient's lawsuit against the obstetrician, the judge emphasized that doctors do not guarantee recovery but are only obliged to provide services in accordance with professional standards. This verdict is in line with the principle of inspanning verbintenis (maximum effort), which is also in line with the fiqh view that expert doctors who work according to medical rules do not bear sin or compensation if the patient dies 2.
3. Supreme Court Decision No. 365 PK/Pid/2012. Obstetricians accused of malpractice were released because they were proven to have carried out medical procedures according to

standards. This decision affirms that negligence, which can be punished, must be proven by a manifest deviation from professional standards. 3.

Thus, Indonesian jurisprudence tends to uphold the principle That Doctors do not bear absolute risks (not resultaat verbintenis), but are obliged to provide explanations and services in accordance with medical standards.

MUI Fatwa on Medical Practice

In addition to jurisprudence, the MUI fatwa also plays a role in providing moral-spiritual legitimacy for medical practice:

1. MUI Fatwa No. 11 of 2012 concerning Health Services in Hospitals. Emphasizing that health workers are obliged to provide services according to medical standards and maintain patient confidentiality, in line with the principle of amānah in Islam
2. MUI Fatwa No. 4 of 2009 concerning Corpse Surgery (Autopsy). An autopsy should only be performed if there is an urgent need, such as legal interest or useful medical research. This is related to the principle of al-ḍarūrāt tubīḥ al-maḥẓūrāt (the emergency allows the forbidden).
3. MUI Fatwa No. 30 of 2019 concerning Organ Transplantation. Organ transplantation is allowed on the condition that there is a willingness (ridā) from the donor and heirs. This principle is parallel to the principle of tarāḍī in the contract, which also applies to the doctor-patient relationship.

These fatwas demonstrate the MUI's consistency in placing medical practice within the framework of sharia by emphasizing the aspects of willingness, trust, and the protection of the soul.

Convergence of Jurisprudence and Fatwa

Consistency of the principle of informed consent (tarāḍī): both court decisions and MUI fatwas recognize the importance of patient conscious consent.

1. Doctors' accountability: judges emphasize professional standards, scholars emphasize ijtihād thabīb (doctors' scientific efforts).
2. The protection of life as a priority: both the positive law and the MUI fatwa place ḥifẓ al-nafs as the primary goal.

Thus, the integration of jurisprudence and fatwas reinforces the position of therapeutic agreements as legitimate, ethical, and dual-legitimacy contracts under both state law and Islamic law.

1]: Supreme Court Decision No. 822 K/Pid.Sus/2009 (Prita Mulyasari Case).

2]: See Central Jakarta District Court Decision No. 228/Pdt.G/2010/PN.Jkt.Pst.

3]: Supreme Court Decision No. 365 PK/Pid/2012.

4]: MUI Fatwa No. 11 of 2012 concerning Health Services in Hospitals.

5]: MUI Fatwa No. 4 of 2009 concerning Autopsy.

6]: MUI Fatwa No. 30 of 2019 concerning Organ Transplantation.

Synthesis: Integration of Law No. 29/2004 and Islamic Law in Medical Practice

The integration between Law No. 29 of 2004 on the Practice of Medicine and Islamic law shows that the two are not mutually affirming systems, but complementary in laying the foundation of therapeutic agreements. This synthesis can be understood in three domains: normative, ethical, and applicative.

Normative Realm

At the normative level, both legal systems provide legitimacy for therapeutic agreements:

1. Law No. 29/2004 emphasizes that the doctor-patient relationship is born from a legal contract that requires informed consent.
2. Islamic law views such a relationship as ʿaqd al-ijārah (contract for hire of services), which is valid when there is ṣīghat, ʿāqidān, and maʿqūd ʿalayh according to the pillars of the fiqh contract. 1.

Thus, informed consent can be understood as a ṣīghat akad, in which the patient's consent is a form of ridā that is a condition for the validity of the contract.

The Ethical Realm.

On the ethical dimension, both legal systems agree that doctors are obliged to carry out their profession with trust and professionalism:

1. Law No. 29/2004 regulates professional standards and operational procedure standards as instruments of legal accountability.
2. Islamic law emphasizes the prohibition of gharar (ambiguity) and ḍarar (danger), so doctors are obliged to explain the risks of medical action and must not harm the patient[^2].

3. Modern medical ethics based on beneficence, non-maleficence, autonomy, and justice find strong relevance to maqāṣid al-sharīʿah, especially the principle of ḥifẓ al-nafs (protection of the soul).

Applicative Domain

The most obvious integration is seen in legal and religious practice in Indonesia:

1. Jurisprudence emphasizes the principle of inspanning verba, namely that doctors are only obliged to make maximum efforts, not guarantee results. This principle is in line with the view of the fuqaha that "there is no responsibility for an expert doctor who is ijtihad, as long as he is not negligent" (lā ḍamān ʿalā al-ṭabīb al-ḥādhir idhā ajtahada wa lam yuqaṣṣir)[^3].
2. The MUI fatwa complements positive law with sharia legitimacy, for example, in organ transplants, autopsies, and hospital health services, all of which require the existence of willingness (tarāḍī) and the aim of maintaining the welfare of the soul.
3. The practice of medicine in the field can use the law as a formal legal basis, while at the same time making fiqh and fatwa as moral-spiritual references that strengthen the confidence of the Muslim community in medical services.

Integration Model

From the description above, the following integration models can be offered:

Level of Legality: Law 29/2004 as a formal legal umbrella.

Level of Legitimacy: Islamic law provides religious and moral legitimacy.

Operational Level: MUI jurisprudence and fatwa as a bridge to implementation.

This model harmonizes the rule of law with the rule of faith, which is essential for a Muslim-majority country like Indonesia.

Practical Implications.

1. For doctors: must understand that informed consent is not just an administrative obligation, but also a form of contract that has contractual value.
2. For Patients: the awareness that their right to information is part of the protection of Sharia as well as state law.
3. For Regulators: an opportunity to formulate medical regulations that are responsive to religious values, such as Islamic medical ethics guidelines that are parallel to the national medical code of ethics.

1]: Al-Nawawī, al-Majmūʿ Syarḥ al-Muhadhdhab, Juz 9 (Beirut: Dār al-Fikr, tt.), p. 179.

2]: Ibn Rusyd, Bidāyat al-Mujtahid wa Nihāyat al-Muqtaṣid, Juz 2 (Cairo: Dār al-Ḥadīth, 1999), p. 343.

3]: Ibn Qudāmah, al-Mughnī, Juz 8 (Beirut: Dār al-Kutub al-ʿIlmiyyah, 1994), p. 42.

CONCLUSION

Based on the description in the previous chapters, the following can be concluded:

1. The therapeutic agreement in Law No. 29 of 2004 is based on positive legal principles that emphasize informed consent, professional standards, and accountability mechanisms. This law views the doctor-patient relationship as a legal contract that demands certainty and protection for patients.
2. Islamic law views therapeutic agreements as akad ijārah (contract for hire of services) provided that there is ṣīghat, ʿāqidān, and maʿqūd ʿalayh. The principles of tarāḍī (willingness), gharar (ambiguity), and ḍarar (danger) prohibition form the normative foundation. Maqāṣid al-sharīʿah, especially ḥifẓ al-nafs (protection of the soul), is the primary goal.
3. Comparative analysis shows that Law No. 29/2004 and Islamic law have common ground (agreement/willingness, trust, accountability) as well as differences in philosophical foundations (positivism of law vs sharia). However, the two are complementary.
4. The MUI's jurisprudence and fatwa enrich the practice of therapeutic agreements in Indonesia. Jurisprudence emphasizes the principle of inspanning verba (maximum effort of doctors, not guarantee results), while the MUI fatwa emphasizes pleasure, trust, and the welfare of the soul in medical services.
5. The integrative synthesis places Law No. 29/2004 as the basis for legality, Islamic law as a source of moral-religious legitimacy, and jurisprudence and fatwa as operational bridges. This forms harmony between the rule of law and the rule of faith, in accordance with the character of the Muslim-majority Indonesian society.

Thus, therapeutic agreements in the perspective of positive law and Islamic law are not contradictory, but complementary in building legal, ethical, and spirituality-based medical practices.

Recommendations

Based on the results of this study, there are several recommendations:

1. For policymakers. Medical regulations in the future should be responsive to religious values, by adding Islamic medical ethics guidelines in the national medical code of ethics. The preparation of special guidelines related to informed consent that explains its position as a contract, to avoid multiple interpretations.
2. For the medical profession. Doctors need to understand that informed consent is not just an administrative obligation, but part of a contract that has worship value. Strengthening medical education with an interdisciplinary approach (law, ethics, and fiqh) so that doctors have a complete ethical awareness.
3. For Patients and the Community. Public education is needed so that patients are aware of their rights and obligations in therapeutic agreements, so that the doctor-patient relationship is more balanced. The awareness that health protection is part of maqāṣid al-sharīʿah can increase trust in medical services.
4. For Academics. Further research is needed regarding the implementation of medical fatwas in medical practice in Islamic hospitals. A comparative study of Islamic law, Indonesian positive law, and international bioethics standards will enrich the academic perspective.

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