

The Consequences of Nuptial Agreement Certificate That Is Not Registered According to Law Number 1 Year 1974

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The Consequences of Nuptial Agreement Certificate That Is Not Registered According to Law Number 1 Year 1974

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ABSTRACT

The existence of Nuptial agreements, can provide legal certainty by becoming the legal basis for joint property, inheritance and debts incurred during the marriage. As in general, the existence of debt in marriage becomes a problem when there is a divorce or one dies. This is why the marriage covenant is so important because if a marriage agreement is not registered for ratification it will be a matter of common property, inheritance and debts incurred during the marriage. The purpose of this research is to review and analyse the legal consequences of marriage agreement deed that is not registered under Law No.1 Year 1974 on marriage agreements. The research method used is a normative juridical research method focused on reviewing the application of laws on marriage certificates stipulated in Law No. 1 of 1974. In this study it can be concluded that the validity of the Marriage Agreement Act that is not registered under the provisions of article 29 of Law No. 1 of 1974 concerning Marriage Agreement is that the marriage agreement must be registered if it is not registered, then the marriage agreement is only binding / valid for the parties who make it, namely the husband and wife concerned.

Keywords: marriage law, registration of nuptial agreements, marital property, Decision of the Constitutional Court of the Republic of Indonesia Number 69/PUU-XII/2015

1. INTRODUCTION

Marriage is an agreement between man and a woman to form a family, this can be seen in Law No. 1 of 1974 on Marriage where in Article 1 which states that marriage is:

"Marriage is the inner birth bond between a man and a woman as husband and wife with the aim of forming a happy eternal family based on the One True God."

Based on Article 1, the core understanding in marriage is the inner birth bond between a man and a woman, where between them is a close and noble relationship as a husband and wife to live together and form a family based on the One True God. From the sense of marriage as mentioned above, it is very important for a country to regulate the marriage itself given that the impact of a lasting and Happy marriage will result in a strong family and in turn will be the driving force in a country.

The birth of Law No. 1 of 1974 on Marriage provides legal certainty for the people of Indonesia. The law on marriage itself comes from the culture, groups and religions in Indonesia and remains based on the diversity of ethnic and cultural and customs of the Indonesian nation and certainly applies to all groups and regions throughout the territory of the Unitary State of the Republic of Indonesia. With the enactment of Law No. 1 of 1974 on Marriage, there has been a legal unification in marriage in Indonesia. So that the

legal arrangements on marriage have the same applies to all citizens.

Marriage itself has an important effect in the lives of the parties who hold marriages (J. Satrio, 1993:28).

One of the legal consequences of marriage is existence of joint property or joint property in marriage. Law No. 1 of 1974 on Marriage has also regulated the joint property in marriage, namely in Chapter VII, Article 35 to Article 37. In Law No. 1 of 1974 on Marriage, joint property in marriage is divided into:

1. Property of the husband or wife

The property of the husband or wife is the property that has been owned by the husband and or wife before the marriage and the property obtained by the husband or wife throughout the marriage which is derived from gifts or inheritance. For this property Law No. 1 of 1974 on Marriage, in Article 36 paragraph (2) states:

"Concerning each other's property, husband and wife have the full right to do legal deeds concerning their property."

As stated in the information above, it can be seen that the assets of both the husband and wife have authority over their assets.

This means that each party has full rights over each party's property.

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2. Joint property

Joint assets are all assets acquired by husband or wife during marriage. This means that the assets acquired by a husband and wife throughout the marriage last until the divorce occurs. In this joint property the husband or wife can only act if there is agreement from both parties, in other words the new husband can act on the common property if it has obtained the consent of the wife, as well as the new wife can act on the common property if it has obtained approval from the husband.

According to Sembiring, (2016) The provisions of property in marriage include;

First, jointed property is a property received during marriage where during the marriage is held until the marriage ends or the breakup of a marriage resulting from divorce, death and a verdict from the court;

Second, personal property is a wealth owned by each owner, namely the husband and wife. The husband and wife have the right to fully perform a legal action concerning property; Third, the property of each husband and wife is the property of each husband and wife where they possess it while during the marital relationship.

Nuptial agreement must be registered because it has an important position for the husband and wife in maintaining the peace of the household, and if there are problems in the household such as an altercation that results in the termination of marriage, then the marriage agreement serves as a medium of settlement in the arrangement of property and custody of the child and their respective responsibilities (D.P.K Pratiwi, I.N.P Budiarta, D.G.D Arini, 2020: 273).

Based on the information above can be seen the existence of joint property can cause problems in the future if not regulated legally. One example is if there is a divorce between the parties, what about the distribution of joint property, inheritance and debts that are included in it legally.

According to Wirjono Prodjodikoro, the word marriage agreement is defined as a legal nexus regarding property between two parties, in which one party promises or is considered to promise to do something, while the other party has the right to demand the implementation of the agreement (W. Prodjodikoro, 1981: 11).

In the formal sense a nuptial agreement is each marriage agreement that is carried out in accordance with the provisions of the law between the prospective husband and wife regarding their marriage, no question what it contains (A. Damanhuri H.R, 2007: 1).

According to Happy Susanto, a Nuptial agreement is an agreement made by the bride-to-be, both male and female before their marriage is held, in the content of the agreement is binding on their marital relationship (H. Susanto, 2008: 78).

Nuptial agreements can be the legal basis for determining joint or inherited property and determining the distribution of debts incurred during the marriage in the event of a divorce or one of the parties dies. Marriage agreement itself is an agreement made in writing by the prospective husband and wife before the marriage takes place. Marriage

agreement as an agreement concerning the property of the husband and wife is possible to be made and held as long as it does not deviate from the principles or patterns established by the Act (Subekti, 2004: 9).

Looking at the provisions of Article 29 of Law No. 1 of 1974 on Marriage, it can be concluded that to be declared valid and applicable as a law for those who bind themselves marriage agreements that have been made in writing by both parties conducted before a Notary (Third Party) and submitted to be ratified to the marriage registration officer, but in the fact that there are still parties who are still registering marriage agreements to the Clerk of the District Court in accordance with the provisions stipulated in the Civil Code, so the problem of registration of this marriage agreement still raises unclear. Whereas it is clear in Article 29 of the Marriage Law Number 1 Year 1974 on Marriage mentions marriage agreements ratified by recording employees. Marriage, this is supported by the provisions of Article 66 Law No. 1 of 1974 on Marriage which states that; "Other regulations governing marriage to the extent that it has been regulated in this law, are declared invalid, then how is the validity of the marriage agreement that has been registered with the clerk of the district court, even those not registered"

Therefore, with the provisions in Article 66, the provisions in the Civil Code do not apply. Provision of Article 147 to Article 149 of the Civil Code with Article 29 of Law No. 1 of 1974 provides a dilemma for every prospective spouse to make a Marriage Agreement, the issue of unclear where marriage agreements are registered often makes prospective married couples choose not to make marriage agreements even though the existence of marriage agreements provide benefits for them because it can provide legal certainty by becoming the legal basis for joint property, heirs and debts incurred during the marriage. As in general, the existence of debt in marriage becomes a problem when there is a divorce or one dies. this is why the marriage agreement is so important because if a marriage agreement is not registered to be ratified how about the issue of joint property, inheritance and debts incurred during the marriage.

2. RESEARCH METHODOLOGY

The research method used in this research is a normative juridical research method focused on reviewing the application of laws on marriage certificates stipulated in Law No. 1 of 1974. The type of data used is secondary data consisting of primary legal material, secondary legal material, tertiary legal material. Primary legal materials, namely legal materials that have binding powers that include Law No. 1 of 1974 on Marriage. Secondary legal materials include textbooks written by legal experts and the opinions of legal scholars. Data collection techniques used are literature studies in the form of data and information search through books, judge's decisions, legislation, and reports of previous research results. The approach used is the approach of legislation is the approach taken by studying various laws and regulations related to the legal issues that are being handled and the approach of cases

carried out by studying cases related to legal issues examined. According to Mahmud, 2017 quoted by Djaja, 2019 The data analysis technique used is qualitative data analysis, the collected data is not in the form of numbers, but words.

3. RESULTS AND DISCUSSIONS

3.1. Based on Article 29 Paragraph 1 of the Marriage Act

Based on this, regarding the recording of Nuptial agreements in Article 29 paragraph (1) of the Marriage Law, it can be known that if the marriage agreement wants to be binding / applicable also for third parties, then it must be ratified by the registrar of marriage for non-Muslim couples or employees of the Office of Religious Affairs for Muslim couples.

The nuptial agreement must be registered, to meet the publicity element of the nuptial agreement in question. So that a third party (outside of the spouse) knows and is subject to the rules in the nuptial agreement that has been made by the couple. If not registered, then the marriage agreement is only binding / valid for the parties who make it, namely the husband and wife concerned. This is in accordance with Articles 1313, 1314 and 1340 of the Civil Code ("Civil Code"), where the agreement is binding only on the parties who make it. (hukumonline.com, accessed on December 11, 2020).

Basically, the Nuptial Agreement refers to Article 119 of Civil Code which separates the property owned by each husband and wife in their marriage with the aim of in case of losses that befall one of the parties, then the married party does not bear the obligation to pay off debts made by one of the spouses.

Another legal basis concerning marriage agreement is stipulated in Article 29 of Law No. 1 of 1974 jo. PP No. 9 of 1975 which states the validity of the Marriage Agreement on October 1, 1975.

If one or both of the prospective spouses at the time of the marriage agreement is made not yet reached the age limit for marriage, while they make the agreement without the help of a parent or guardian, then the agreement is not valid, even though the marriage they performed in the future has fulfilled the legal requirements of marriage. The result of this requirement is that if the prospective spouse is a minor and their parents or guardians refuse to provide assistance, then they can only marry with the property union unanimously (J. Satrio, 1993:152).

3.2. Types of Nuptial Agreements

In general, there are eight types of nuptial agreements that can be made by married couples for certain purposes and purposes carried out in the presence of a Notary Public, namely as following:

3.2.1. Nuptial Agreement Outside the Federation of Properties

Marriage agreements outside the property alliance are stipulated in article 139 of the Civil Code juncto Article 29 of the Marriage Act. This type of mating agreement is the most common mating agreement in practice in the field. All the property of the couple is separated without exception. That is, there is no joint property or property between couples, there is only property or personal property. All the property of each husband and wife must be clear details. Debt is also the responsibility of each husband or wife who owes.

3.2.2. Federal Nuptial Agreement for Profit and Loss

The agreement of the marriage of profit and loss is stipulated in Article 155 to Article 139 of Civil Code. In this nuptial agreement, the husband or wife are divided into two kinds of property, namely joint property or property between each couple's, the thing to note here is that all profits and losses from property or personal property or joint property or inheritance property must be divided in two between husband and wife. For example, if the husband has an estate or personal property in the form of a house that is then rented out to another person, the profit from the rent is divided into two between the husband and wife even though the house is an innate property or personal property of the husband. Likewise, in the event of loss, it must be borne together fairly between husband and wife. This also applies to the wife's property or personal property.

3.2.3. Federal Marriage Agreement Results and Income

A federal marriage agreement of results and income is stipulated in Article 164 of the Civil Code. Basically, this type of marriage agreement is almost the same as the marriage agreement of the alliance of profit and loss. In this marriage agreement, the husband or wife are divided into two kinds of property, namely joint property or property between each couple's, the difference is that only the results and income are divided in two between husband and wife. If the loss is greater than the income result, the loss is borne by the husband only. An example is that each husband and wife should get a result and income of Rp50,000,000.00, of which they also suffered losses of Rp75,000,000.00. In this case, the husband and wife each still get a result and income of Rp50,000,000.00, but the husband must pay a loss of Rp.75,000,000.00, while the wife does not have to pay losses.

3.2.4. Mating Agreement outside the Federation provided

Marriage agreement outside the alliance with the condition there are two, namely the terms of Article 140 paragraph 2 Civil Code and Article 140 paragraph 3 Civil Code.

This type of marriage agreement basically remains a joint property or an inheritance property between husband and wife. However, there are terms or restrictions as stipulated in Article 140 paragraphs 2 and 140 paragraph 3 of the Civil Code.

In the agreement in lout of alliance with the condition of article 140 paragraph 2 of the Civil Code, it is promised that the wife's property obtained from grants or inheritance will not be included in the union of joint property or Inheritance property. Meanwhile, in the marriage agreement outside the alliance with the condition of Article 140 paragraph 3 of the Civil Code, it is promised that without the consent of the wife, the husband may not transfer or burden the wife's property which is included in the union of joint property or Inheritance property. For the common property or Inheritance property, the husband is authorized to manage it with responsibility to the wife. If the husband violates it and if something happened to the property, the husband must replace it and take responsibility for the.

3.2.5. Change of Marriage Agreement

During marriage, the marriage agreement cannot be amended or revoked, unless there is an agreement from both parties to amend or revoke it, and such changes and revocations do not harm third parties. After the deed of change in the marriage agreement is made, the change of marriage agreement must be announced in the daily newspaper. Although the deed of change of marriage agreement has been made, but still within the time of announcement, it has not applied to third parties, only applies to the husband and wife. Changes in marriage agreements apply to third parties after the announcement period are recorded and ratified by the Registrar of Marriage at the Office of Civil Records for non-Muslims and to the Office of Religious Affairs for Muslims. Changes to the marriage agreement should only be made once.

3.2.6. Separation of Marital Property

In the Civil Code of Law, it is stipulated that if the husband and wife marry without making a marriage agreement then their marital property will become a mixed property. If the husband is extravagant, unable to properly manage their marital property, or carries a risk to the safety of the marital property, in order to protect the wife, in this case the wife may file a claim for separation of marital property to the local District Court. A District Court ruling that can decide whether or not the marriage property separation claim is granted. After the Decision of the District Court granted and determined the separation of the property of each husband and wife, a new Deed of Separation of Marital Property was made. However, in practice in the field is now rarely made,

because based on the Decision of the Constitutional Court of the Republic of Indonesia No. 69/PUU-XIII/2015, marriage agreements can be made during marriage. In contrast to the period before the Decision of the Constitutional Court of the Republic of Indonesia Number 69/PUU-XIII/2015, where marriage agreements can only be made before or during marriage, so that if in such circumstances, the wife can only apply for separation of marital property. The separation of marital property is regulated in Article 186 to Article 195 of the Civil Code.

3.2.7. Restoration of Alliance

After the separation of marital property, if the husband and wife together agree, it can be done the restoration of the alliance of their marital property. When the marital property is restored, it is as if there had never been any separation of marital property until it was returned to its original state. After the Federal Recovery Act is made, an announcement must be made to the daily newspaper. The restoration of the alliance applies to third parties after it is announced. Before the announcement period ends, marital property is still in a separate state. After the announcement period ended and no third parties objected, there was a restoration of the alliance. The restoration of the alliance is stipulated in Article 196 to Article 198 of the Civil Code. Please note, the restoration of the fellowship can only be done once.

3.2.8. Separation of Table and Bed

Separation of tables and beds is stipulated in Article 233 to Article 249 of the Civil Code. In the event that there are events that can be used as an excuse to demand marital divorce, the husband and wife are entitled to demand separation of tables and beds. Demands for such separation may also be brought because of mistreatment and abusive insults committed by one party against the other party. Husbands or wives who have filed separation demands for tables and beds, can no longer file marriage divorce claims on the same basis and reason. Husbands and wives are obliged by the Table and Bed Separation Act to set the terms of separation both to themselves, parental power, as well as maintenance and education efforts of their children. The consequences of separation of tables and beds are as follows:

1. Husband and wife freed from joint residence obligations
2. The alliance of property became dissolved and there was separation and distribution of property;
3. The husband's management of the wife's property is noded.

Winanto Wiryomartani in the Marriage Agreement webinar mentions there are three types of marriage agreements, namely:

1. Profit Loss
2. Revenue Results
3. Overall Separation of Property acquired during marriage (Wiryomartani, webinar of marriage agreement 14-12-2020).

With the decision of the Constitutional Court of the Republic of Indonesia Number 69/PUU-XII/2015, marriage agreements can be made during marriage. In this case, there are only three types of mating agreements that can be made during the marriage, namely:

1. Mating Agreement outside the Federation of Properties;
2. Federal Mating Agreement for Profit and Loss;
3. Marriage Agreement on Results and Income.

Basically, the three marriage agreements are the same as those described above. However, in the deed added some information, namely the information of the faced to have married, the description of the marriage agreement is made based on the Decision of the Constitutional Court of the Republic of Indonesia Number 69/PUU-XII/2015, the details of the property in the marriage until the time the marriage agreement is signed by the faces who were originally attached to the original of the deed, the testimony of the claimers states that there are no assets other than those mentioned by the court, and the last statement of the faces guarantees that up to the deed made property in their marriage is never transferred or transacted to other parties. Meanwhile, the contents of other deed are the same as the deed made before or during marriage. (Djaja, 2020:29-33)

The provision that can be reviewed from Law No. 1 of 1974 is if the marriage agreement is made before the enactment of Law No. 1 of 1974, namely before October 1, 1975, the Marriage Agreement must be registered in the District Court (Article 152 of the Civil Code). If the agreement is made after the enactment of Law No. 1 of 1974 (after October 1, 1975), the registration of marriage agreement is carried out at the Office of Marriage Registration in accordance with the subject of law, can be in the Kua for Muslim couples and Civil Registry for non-Muslim couples according to Article 29 of Law No. 1 of 1974. In Article 29 of Law No. 1 of 1974 states that the Marriage Agreement is made in writing, which can be interpreted as being made under the hands or in the form of a Notary deed. In the practice in the field, the Office of Marriage Registration requested for the Marriage Agreement is made by deed Notary. Originally the deed of Marriage Agreement must be made before the marriage registration. With the decision of the Constitutional Court of the Republic of Indonesia Number 69/PUU- XIII/2015, marriage agreements may be made by married couples who have registered marriages (both in the Religious Affairs office and in the Civil Registry office), provided that they should not harm third parties.

3.3. Contents of Marriage Agreement

Prior to the decision of the Constitutional Court of the Republic of Indonesia Number 69/PUU-XIII/2015, it was not stipulated that the contents of the marriage agreement were only concerning marital property or couple related to other than marital property. Then based on the Decision of the Constitutional Court of the Republic of Indonesia Number 69/PUU-XII/2015 converted into a marriage

agreement can be regarding marital property or other agreements. (Djaja, 2020: 18).

4. REGISTRATION PROCEDURE OF MARRIAGE AGREEMENTS

4.1. Muslim Couple

In the case of registration of marriage agreement for couples who are Muslims the recording is carried out based on the Letter of the Director General Guidance of the Islamic Society of the Ministry of Religious Affairs Number B.2674/DJ. III/KW.44/2017 ("Ministry of Religious Affairs Letter 2017"). The Letter of the Ministry of Religious Affairs regulates that marriage agreements can be made before, during, and during marriages that are ratified by notarial deed can be recorded by the Registrar of Marriage ("PPN"), recorded on the column notes on the marriage certificate and in the marriage status record column in the marriage certificate quotation. For marriages recorded by other countries, but marriage agreements or changes/ revocations are made in Indonesia, the recording of the reporting of the marriage agreement is made in the form of a certificate by the Office of Religious Affairs ("KUA") of the sub-district.

Procedures based on The Ministry of Religious Affairs 2017:

- a. Husband and/or wife submit the following requirements: Recording the reporting of marriage agreements made before when the marriage is held, with the conditions:
 - Copy of Identity Card ("KTP");
 - Copy of Family Card ("KK");
 - Copy of a copy of the legalized notarial deed of marriage agreement.
- b. Recording the reporting of marriage agreements made during the marriage, with the conditions:
 - Copy of ID card;
 - Copy of KK;
 - Copy of legalized notarial deed of marriage agreement;
 - Husband and wife marriage book.
- c. Recording of marriage agreements made in Indonesia, while marriages are recorded abroad or other countries, with the conditions:
 - Copy of ID card;
 - Copy of KK;
 - Copy of legalized notarial deed of marriage agreement;
 - Husband and wife marriage book or marriage certificate issued by another country.
- d. Recording the amendment or revocation of the Marriage Agreement, on the condition that:
 - Copy of ID card;
 - Copy of KK;
 - Photocopy of notarial deed on the amendment / revocation of legalized marriage agreement;
 - Husband and wife marriage book or marriage certificate issued by another country.

Head of sub-district Office of Religious Affairs as PPN, make a note in the bottom column of marriage certificate and marriage status record column on the marriage book, by writing the sentence "Marriage Agreement with notarial deed ... Number... have been recorded in the marriage certificate on the date ...", or make a certificate for the marriage recorded abroad and the marriage agreement made in Indonesia;

- A note on the marriage agreement document is carried out on the back of the last page, with the sentence "this marriage agreement has been recorded on the marriage certificate number... in the name of ... by date ... then signed by VAT;
- The marriage certificate that has been made a record of marriage agreement or certificate, submitted by each husband and wife.

(Letter of the Director General Guidance Government department of Islamic Society Religion Number B.2674 /DJ. III/KW.00/9/2017)

4.2. Religious Couples Other than Islam

As for non-Muslims, the recording is done based on the Letter of the Director General of Population and Civil Registration of the Ministry of Home Affairs No. 472.2/5876/DUKCAPIL on The Recording of Marriage Agreement Reporting ("Letter of the Director General 472.2/2017"), marriage agreements can be made before, at the time, and during marriage taking place by notarial deed and reported to the Implementing Agency or Technical Implementation Unit ("UPT") of the Implementing Agency. Against the reporting of the marriage agreement, the Civil Registration Officer at the Implementing Agency or up implementing agency makes a marginal note on the register of deed and quotation of marriage deed.

Recording of marriage agreement reporting for non-Muslim couples based on The Director General's Letter 472.2/2017 is done by

- a. The husband and/or wife submit the following requirements:
 - Recording of marriage agreement reporting made at the time or before the marriage is conducted on the condition that:
 - Copy of electronic ID card;
 - Copy of KK;
 - A copy of the legalized notarial deed of marriage agreement showing the original.
- b. The recording of the reporting of marriage agreements is made during the marriage bond is carried out on the condition that:
 - Copy of electronic ID card;
 - Copy of KK;
 - Photocopy of notarial deed of marriage agreement that has been legalized by showing the original;
 - Excerpts of marriage certificates of husband and wife.
- c. The recording of the reporting of marriage agreements is made during the marriage bond is carried out on the condition that:

- Copy of electronic ID card;
 - Copy of KK;
- d. The recording of the reporting of marriage agreements is made during the marriage bond is carried out on the condition that:
 - Copy of electronic ID card;
 - Copy of KK;
 - Photocopy of notarial deed of marriage agreement that has been legalized by showing the original;
 - Excerpts of marriage certificates of husband and wife.

Recording of changes or revocation of marriage agreements, conducted on the terms of:

1. Copy of electronic ID card;
2. Copy of KK;
3. Copy of notarial deed on amendment/revocation of legalized marriage agreement by showing the original;
4. Excerpt of marriage certificate of husband and wife;
5. Certificate of marriage certificate issued by another
6. Civil Registration Officials at the Implementing Agency UPT or Implementing Agencies make marginal notes on the register of deed and quotation of marriage certificate or issue a Certificate for Marriage Agreement made in Indonesia and the recording of marriage is done in other countries;
7. Excerpt of marriage certificate that has been made marginal note or Certificate given to each husband and/or wife. (Djaja,2020:22-23)

4.3. Revocation of Marriage Agreement

Prior to the Decision of the Constitutional Court of the Republic of Indonesia Number 69/PUU-XIII/2015 it was not stipulated that the marriage agreement could be revoked, only mentioned that the marriage agreement could be amended. Then, based on the Decision of the Constitutional Court of the Republic of Indonesia No. 3/PUU-XIII/2015 amended into a marriage agreement cannot be amended or revoked, unless both parties have the agreement to amend or revoke, and such change or revocation does not harm third parties (Djaja, 2020:18).

With the Decision of the Constitutional Court of the Republic of Indonesia Number 69/PUU-XII/2015, the Directorate General of Population and Civil Registration issued Circular Letter No. 472.2/5876/Dukcapil dated May 19, 2017 and the Directorate General of Islamic Community Guidance issued Circular Letter Number B.2674/DJ. III/KW.00/9/2017 dated September 28, 2017 concerning Recording of Marriage Agreement Reporting.

In essence, both circulars provide instructions on the procedures for recording marriage agreements for non-Muslim and Muslims. Please note, in the Marriage Law and the Decision of the Constitutional Court of the Republic of Indonesia Number 69/PUU-XIII/2015 does not regulate that marriage agreements are made by notarial deed. However, in both circulars it is stated that the marriage agreement is made in the Notarial deed, even clearly stated

that the marriage agreement with a notarial deed as one of the requirements that the marriage agreement with a notarial deed is one of the requirements (Djaja, 2020, 6).

In a marriage agreement, registration of a marriage agreement is very important, binding the contents of the marriage agreement to a third party will begin when the marriage agreement is registered at the competent agency in the event that registration is not carried out or there is negligence of registration, the marriage agreement is not yet binding on a third party but only tied to the married couple.

5. CONCLUSIONS AND SUGGESTIONS

5.1. Conclusion

The validity of the Marriage Agreement Act which is not registered under the provisions of article 29 of Law No. 1 of 1974 concerning the Marriage Agreement is that the marriage agreement must be registered if it is not registered, then the marriage agreement only binding / applicable to the parties who make it, namely the husband and wife concerned.

Registration of marriage agreement is considered an absolute requirement so that the notary public is also responsible for explaining to both parties prior to the making of the agreement regarding the consequences that will arise if the marriage agreement is not registered.

The religion adopted by married couples who make marriage agreements determines where the marriage agreement is listed.

5.2. Suggestions

This suggestions addressed to the government to more vigorously conduct socialization on marriage agreements to prospective married couples who will hold marriages, where in the socialization should be described the positive sides or objectives and benefits of making marriage agreements that is as a protector of rights and provide awareness of the rights and obligations of each party and protect from abuses in the household, the most important thing for the government is to provide understanding to prospective spouses that the marriage agreement is not as a form of distrust of prospective spouses but rather a preparation before the conduct of marriage where with that understanding is expected to eliminate the negative stigma of the existence of marriage agreements.

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