

# The Legal Interpretation of Marriage Agreement of Mixed-Marriage in Indonesia

Endang Sumiarni, Yustina Niken Sharaningtyas, Y. Sri Pudyatmoko, and Sefriani

**Abstract**—More than being the right of every individual, marriage is a human right. This paper is intended to find out and study: rules and regulations on the marriage agreement for the mixed-married; the compulsion for the mixed-married couples to make marriage agreement; and examine legal interpretations about the concept of the marriage agreement. This research applies normative law method. Marriage agreement has been settled by several laws and regulations. Although it seems compulsory for the mixed-married to make a marriage agreement, there is no provision that firmly tells that such an agreement must be made. The legal interpretations show that marriage agreement is made so as not to harm the spouse who is an Indonesian Citizen (WNI). We have found that there are some differences in provisions about marriage agreement in several Indonesian laws and regulations.

**Index Terms**—Legal, interpretation, marriage agreement, mixed-marriage, Indonesia.

## I. INTRODUCTION

Marriage is not only the right of every individual but also a human right, as stated in Article 16 of the Universal Declaration of Human Rights and Article 23 of the International Covenant on Civil and Political Rights. In Indonesia, the right to marry, as a human right, is mentioned in The 1945 Constitution of the Republic of Indonesia (*Undang-Undang Dasar Negara Kesatuan Republik Indonesia Tahun 1945*). Article 28 section 1) states that each person reserves the right to found a family and to continue one's line of descent through a legal marriage. Article 2 of Law No. 1/1974 on Marriage says marriage is legitimate if performed under the law of one's religion and belief. Each marriage is registered following the legal system. Nevertheless, even though marriage is a human right, problems may arise should the couple practice different religions, follow different custom laws, or come from two different nationalities.

The marriage of a couple from two different nationalities (mixed-marriage) is governed by Law No. 1/1974. (Before the current law was applied, mixed-marriage had followed the rules on *Regeling of de gemengde Huwelijken Staatsblad* 1898 No. 158. The *Staatsblad* did not only supervise the marriage of couples from two different nationalities but also two different religions and customary laws (adat laws)). However, although Article 29 of Law No. 1/1974 mentions the marriage agreement, there is no legal certainty as to specify that the agreement is created in order to separate or unify marriage property. Article 35-37 only explains that property in a marriage is divided into two: 1) separate property (*harta bawaan*) and 2) joint property (*harta*

*bersama*). Article 119 B.W./KUHPdata (*Burgerlijk Wetboek voor Indonesie/Indonesian Civil Code*), on the other hand, settles only one type of marital property, namely joint property, unless a marriage agreement exists. The main concern of the marriage agreement, as regulated in detail on Article 139-154 of the law, is the separation of marital property. The purpose is to separate the marital property to avoid a foreign citizen (*warga negara asing*/WNA) from possessing an ownership right of land in Indonesia. It is in line with Article 26, section (2), of Act No. 5/1960 on Basic Provisions Concerning the Fundamentals of Agrarian Affairs, which prohibits a foreign citizen possessing land ownership rights in Indonesia. More specifically, it is set by Indonesian Government Regulation No. 103/2015 on the Ownership of Houses or Housing by Foreigners Domiciled in Indonesia and the Minister Regulation of Agrarian Affairs and Spatial Planning/Head of the National Land Agency No. 13/2016 on the Procedure for the Issuance, Relinquishment, or Transfer of Right over House or Residence Ownership by Foreigner Domiciled in Indonesia. Both regulations direct that foreigners domiciled in Indonesia could only have the Right of Use and the Right to Rent.

For Muslim couples, marriage agreement is settled by Executive Order (Instruksi Presiden) No. 1/1991 on the Compilation of Islamic Law (*Kompilasi Hukum Islam*), Article 45-52, although it does not assign a definite form of the agreement. The executive order only specifies that a marriage agreement could contain the issues concerning the mixing of personal property and the separation of property obtained from each person's livelihood to the extent that it does not conflict with Islamic law. The regulations produce different ways to make a marriage agreement. However, even if there is no firm sentence stating that it is mandatory to make a marriage agreement, it seems, in practice, mixed-couples must do so in front of the Notary Public.

Provisions on mixed-marriage are nonexistent on Law No. 12/2006 on Citizenship. It only regulates the citizenship status of the couple with different nationalities. Even though the regulations above imply the couple makes marriage agreement before the holy matrimony, in reality, they could create it during the marriage, in line with the Decision of Constitutional Court No. 69/PUU-XIII/2015.

Many scholars have researched mixed-marriage and marriage agreements. Laurensius Mamahit studies the rights and responsibilities of husband and wife of mixed marriage under the positive law of Indonesia [1]. Nur Anisah has found that mixed-marriage is allowed by the Law on Marriage in Indonesia following quite similar a procedure as the ordinary marriage [2]. The only difference is that the foreigner must

acquire permits from the respective embassy that there is no hindrance in doing the matrimony. Leonora Bakarbesy and Sri Handajani question which state-law applies to the personal status and the inheritance rights of the children of mixed-marriage couples [3]. Achmad Sulchan and Nurmalia IW review the implication of the Decision of the Constitutional Court No 69/PUU-XIII/2015 [4]. The research of Dian Arianto discusses the children of the mixed-marriage [5]. Dan Rodriguez Garcia studies mixed-marriage in Catalonia [6], while Andreas Rahmatian examines the terminology of marriage in the family law in Nigeria [7].

What makes this research different from the previous studies is that it discusses legal problems—the norms and practices—due to varied legal interpretations of marriage agreement for the mixed-married in Indonesia. Many legal problems have been dealt with by the members of PERCA (Organisasi Perkawinan Campuran/PERCA), including the compulsion to make marriage agreement and the issues on the status of marital property after the spouse died. It shows the absence of harmony between the ideal and practice about the marital property of mixed-marriage. This research endeavors on performing a legal interpretation of the marriage agreement concept for mixed-marriage in Indonesia.

## II. METHODS

The focal point of this normative law research is laws and regulations [8] about the legal interpretations of the marriage agreement concept for mixed-marriage. Referring to Whitney, in Moh Nazir, this type of qualitative research [9] relates to fact seeking through precise interpretation [10]. The analytical process begins with describing laws and regulations as primary legal-sources. We employ vertical systemization to examine the synchronization and to seek for the antinomy. We also perform horizontal systemization to unequal legal forms to find harmonization as well as the antinomy [11]. Following the vertical and horizontal systematization, we apply the principles of legal reasoning and the applicability of laws and regulations. Afterward, we refer to law norms as the legal basis to grammatically, teleologically, and anticipatively interpret the rules [12]. The next step is describing secondary legal sources (i.e legal and non-legal opinions of the informants) to find similarities and differences from which we produce the abstraction of marriage-agreement for mixed-marriage. The descriptions help us compare informants' opinions to find the gaps between the norms of positive law and our research results. The legal explanation uses the approach of the sociology of law and politics of law, namely criticizing legal norms, comments, and legal/non-legal opinion of informants. Prescriptively, we attempt to propose the solution to the ideal concept of marriage agreement for the mixed-married. This research applies deductive thinking, which embarks from general or axiomatic proportions and ends at specific conclusions. The general proportions are the laws and regulations on marriage agreement; the specific conclusions are the interpretations of the marriage arrangement of mixed-marriage.

## III. ANALYSIS AND DISCUSSION

### A. The Framework of Mixed-Marriage According to Indonesian Rule of Law: Transnational Matrimony Requiring the Presence of Respective Religious Figure

Mixed-marriage is not an inter-faith or inter-tribe marriage. Legally, mixed-marriage is a marriage between an Indonesian Citizen (*Warga Negara Indonesia/WNI*) and a Foreign Citizen (*Warga Negara Asing/WNA*), as settled by Law No. 1/1974 on Marriage and Law No. 12/2006 on Citizenship. Law No. 1/1974, Article 57-62, explains that mixed marriage is a marriage between two individuals in Indonesia who are subject to different laws because of the difference in citizenship where one person is an Indonesian. In other words, mixed marriage is a marriage between two people having different citizenship. Citizenship is whether or not a person registered as a member of a state. The Republic of Indonesia applies citizenship based on ancestry (*jus sanguinis*) and based on birthplace (*jus soli*).

For the matrimony of mixed-marriage registered outside Indonesia, the regulation exists on Article 56 of Law No. 1/1974, which states that a marriage between 2 (two) Indonesian Citizens or between an Indonesian and a foreigner is legal if done under the valid law of the state in which the wedding performed. However, it goes with the limitation that for the Indonesian Citizen the marriage does not violate Law No. 1/1974. Furthermore, it settles that 1 (one) year after returning to Indonesia the couple must register their marriage to the *Marriage Register Office* of their area of residence. The stipulations above show that mixed-marriage could be done overseas, following the local law known as the principle of *lex loci celebrationis* [13]. Overseas marriage registration refers to Law No. 24/2013 on Population Administration, specifically Article 37 section (4). The article mandates couples who have registered the marriage in another country to re-register their marriage maximum 30 (thirty) days after arriving in Indonesia.

Nonetheless, there is an obstacle for people who want to conduct mixed-marriage in Indonesia. Article 2 section (1) of Law No. 1/1974 states that a marriage is legal if solemnized under the couple's belief. The transnational marriage procedure settles that the matrimony follows the teachings of the couple's religion. Also, the marriage act contains information on the religion/belief of the married, as regulated on Article 12 of the Government Regulation No. 9/1975. Since most of the mixed-couple practice different religions/beliefs, it is obvious that most of them are affected by the stipulations [14]. For a marriage that cannot be proven by an Act, the registration is after the couple obtains a court decision.

Another important issue is about the citizenship status of the child of the mixed-married. After the child is 18 years-old or married, she has to choose citizenship, as an Indonesian Citizen (WNI) or Foreigner (WNA). Should she prefer being a WNI, she has to create a statement that she wants to be a WNI. The statement must be written and submitted to the official website of the General Directorate of General Legal Administration of the Ministry of Law and Human Rights. The deadline for the citizenship submission is 3 (three) years after the child is 18 years-old or married [15].

### B. The Regulatory Framework of Marriage Agreement

The marriage agreement is a contract created by a couple, before or during the marriage, to oversee the marriage consequences to their property. The agreement does not include *taklik talak* (the explanation of Article 29 of Law No. 1/1974 on Marriage), namely requirements and promises agreed upon, becoming the will of both individuals, and said on the solemnization ceremony in front of witnesses. The Government Regulation No. 9/1975, as the implementing guideline of Law No. 1/1974, does not rule marriage agreement. However, *Mahkamah Agung* (Supreme Court) has given an opinion as to execute existing regulations, namely B.W./KUHP data. For those who are subject to the regulation, the customary law applies to the native group (Bumi Putra) while H.O.C.I. applies to the native-Christian (the Directive of the Supreme Court of the Republic of Indonesia No: MA/0807/75) [16].

#### 1) Marriage agreement according to law no. 1/1974 on marriage

The marriage agreement is mentioned in Chapter V, Article 29, of Law No. 1/1974. Basically, on the wedding or before the marriage solemnization, the couple, upon mutual agreement, could make a written agreement, legalized by the marriage register official, whose content is also applicable to a third party so far as it is involved. The agreement, however, cannot be legalized should it violate the boundaries of law, religion, and decency. It is valid since wedding. It cannot be revised during the marriage unless the couple agrees to do so and the change does not inflict loss to the third party [17].

#### 2) The author of marriage agreement

Although Law No. 1/1974 does not firmly mention “marriage agreement” (*perjanjian perkawinan*), it settles that the couple can create a “written agreement” (*perjanjian tertulis*). However, for the reason that Article 29 exists on Chapter V on Marriage Agreement, we could conclude that what the law means about “written agreement” is marriage agreement. Article 29 states, “[B]oth parties upon mutual agreement could create a written agreement.” Therefore, the authorized party to create the marriage agreement is the couple themselves.

On the grounds that the regulation does not mention the minimum age of a person to be able to make a marriage agreement, we assume that both individuals must at least reach the minimum age required to marry. The groom must be at least 19 years old and the bride 18. Since marriage agreement can be made before the wedding, as settled by Article 29 section (1), and that there is a dispensation on the minimum age to marry, the agreement may be made by those who do not yet meet the age requirement for marriage. Furthermore, because of the nonexistence of the time limit between the date of the making of the marriage agreement and the date of the matrimony, the age requirement theoretically could be adjusted to an indefinite number [18]. Adiwinata argues that marriage agreement can lead to broad financial consequences not only for the husband and wife but also for the third party [19]. The age requirement could act as firm protection for the about-to-be-married couple. Therefore, the phrase “before the matrimony” (*sebelum perkawinan dilangsungkan*) must be interpreted as applicable for those who are already adults.

### 3) The form of marriage agreement

The only requirement concerning the form of a marriage agreement is that it is written. Consequently, a marriage agreement could take shape as a private deed (*akta di bawah tangan*) or an authentic deed (*akta otentik*). Consequently, should the couple prefer a private deed, they can make the marriage agreement themselves and ask it to be legalized by the Marriage Register Officer [20].

#### 4) The making and the revision of marriage agreement

Article 29 section (1) settles when the marriage agreement is created, namely before or during the marriage. Article 29 section (4) explains that “[D]uring the marriage the agreement cannot be revised unless the couple agrees to do so and the change does not inflict loss to the third party.” In principle, the marriage agreement is perpetual during the marriage. Nonetheless, a revision is possible if agreed upon, unanimously, by both parties. To avoid the husband or wife from misusing the regulation or flee from the responsibility, the revision cannot be performed under intimidation and cannot inflict loss to the third party.

The marriage agreement is valid since the wedding, according to Article 29 section (3). It helps couples avoid adverse actions. By making a marriage agreement about the debts of the husband, for example, the wife does not have to take responsibility for the consequences of the payment. The content of Article 29 section (2) is far-reaching, for it enables couples to make their terms concerning their property—as well as the growth prospect of the property based on the forecast of national economic growth—in so far as the agreement does not conflict with the law, religion, and decency of Pancasila state. Due to the absence of detailed provisions (i.e. laws and regulations) combined with the interaction and interdependency to the international, it has become a common practice that couples use their own (new) forms of the marriage agreement [21].

#### 5) Marriage agreement according to executive order No. 1/1991 on the compilation of Islamic law

The Compilation of Islamic Law (*Kompilasi Hukum Islam*) settles two forms of marriage agreement: (1) *taklik talak* and (2) other agreements which do not conflict with the Islamic law. Article 45 of the Compilation of Islamic Law regulates both forms of marriage-agreement. Furthermore, Article 46 (1) rules that the content of *taklik* cannot conflict with Islamic law. Should the conditions on *taklik talak* occur in the future, *talak* (divorce) does not automatically *fall*. To seal the *taklik*, the wife must submit her problems to the Religious Court. Although not compulsory for a marriage, the agreement of *taklik talak* is powerful enough that it cannot be revoked once stated.

*Taklik talak*, referring to Article 1 letter 3 of the Compilation of Islamic Law, is an agreement that is said by the groom after the marriage solemnization (*akad nikah*). It is noted down on the marriage act, containing the promise of *talak* that depends on certain conditions that may occur in the future [22]. Article 51 states that the violation of the marriage agreement gives a right for the wife to ask for the dissolution of the marriage. The violation could be the reason for sealing the divorce in the Religious Court. Article 52 contains the provisions on the marriage agreement for a husband who is married to more than one wife. On the marriage



solemnization with his second, third, and fourth wife, he can promise matters about a house of residence, time of visit, and household budget for the respective wives.

The marriage agreement on Islamic marriage law, according to scholars, has not yet thoroughly supported gender equality. Although marriage agreement could open the door to the improvement of the status equality between husband and wife—which could be agreed upon by the couple before the wedding, the Islamic version of the agreement seems to only regulate the issues of marital property. A wife still acts as a good, obedient housewife who serves the husband physically and psychologically and is subject to the husband's instruction [23].

#### *6) Marriage agreement according to B.W./KUHPerdata*

According to B.W./KUHPerdata, marriage agreement does not apply to Eastern Foreigners who are not Chinese but applies to the Chinese. Article 119 contains a provision that, since the matrimony, the property is owned together by the couple, in so far as there are no other terms on the marriage agreement. The joint property cannot be eliminated or transformed during the marriage. The regulations on marriage agreement exist in Chapter VII and VIII of B.W./KUHPerdata, from Article 139 to 185, as an agreement for a bride and groom to arrange the consequences to their property which deviates from the unification of property [24]. After the wedding, the law assumes that a unification of the property occurs [25].

In general, a marriage agreement is made if: (1) one individual possess a larger amount of property than the other; (2) both individuals bring sizeable income; (3) both individuals own business, should one of them is “*failliet*” (bankrupt) the other will not have to face the consequences; (4) they wish to take the responsibility to the debts they made before the wedding [26].

#### *C. The Benefits and the Purposes of Marriage Agreement*

The marriage agreement is an agreement about a property or the management of the property. Therefore, a marriage agreement is needed if the two individuals have had property before the marriage or wish to acquire wealth during the marriage. The considerations to set up a marriage agreement are: (1) In a marriage of total unity, to protect the wife from the possibility of atrocious *beheer* (management) and *beschikking* (decision) applied by the husband to the wife's immovable properties and marketable securities; (2) In a marriage with separate property; (a) So that specific property or all of the properties brought by the husband/wife into the marriage, not including the joint marital property, remains his/her properties. Such agreement acts as a protection to the wife over the possibility of the consequences of the property as well as to the debts of the husband and vice versa [27]; (b) So that the private property can be released from the *beheer* (management) of the husband and the wife can manage the property by herself.

#### *D. The Marriage Arrangement Requirements*

Article 139 to 142 of B.W./KUHPerdata settle the requirements of marriage agreement: (1) It cannot conflict with decency or public order; (2) It cannot include terms that eliminate the status of the husband as the head of the family

and provisions that the wife will live separately in her residence instead of staying with her husband; (3) It cannot include the agreements that do not follow the provisions of the law about family inheritance. It cannot be promised that one party has to be more responsible for debts larger than the profits they acquire as joint property; (4) It is not allowed to make agreements using general sentences that their marriage will be regulated by the law of another country or by a customary law that used to be applied in Indonesia [28].

Article 147 firmly settles that marriage agreement must be a notarial deed with a cancellation threat, so that it has powerful strength of evidence and strong legal certainty on the rights and responsibilities of the couple over their property. Such a marriage agreement must be created before the marriage. The article is closely connected to Article 149 that regulates the agreement, in any way, cannot be revised. The marriage agreement starts valid after the wedding. Article 147 section (2) of B.W./KUHPerdata contains prohibition to the couple to pin the marriage agreement to the term “the provision on the beginning of the marriage agreement validity” or “a specific event.” [29] A marriage agreement applies to a third party after being registered to the State Court Secretariat (Kepaniteraan Pengadilan Negeri) as settled by Article 152 of B.W./KUHPerdata. Consequently, before the agreement is registered to the State Court Secretariat, the third party is entitled to assume that the couple is married by unifying their property [30].

#### *E. The Requirements on the Content of Marriage Agreement*

Article 119 and Article 139 B.W./KUHPerdata settle that in principle couples are free to take a side route about the basic form of marital property [31] (i.e. total unification) by only setting some limitations as guided by law. Nonetheless, making a marriage agreement is forbidden if it bears the consequence that the wife loses her right to lease/refuse the right to partake over the joint property. These followings are some of the terms which are not permitted to be featured on a marriage agreement: [32] (1) creating a marriage arrangement that decreases the power of the husband as a husband and as a parent; [33] (2) decreasing the rights that, by law, is given to a widow/widower who lives longer (Article 140 B.W./KUHPerdata); (3) decreasing the right of the husband as the head who manages the unified property; (4) stating that they relinquish their rights to the inheritance of their blood relatives in an upward line or the rights to manage the inheritance (Article 141 B.W./KUHPerdata); (5) stating that the husband or wife will bear bigger responsibility for debts than her/his share on the profit of the unified property (Article 142 B.W./KUHPerdata) so that husband/wife does not take advantage of each other and inflict loss to the third party [34]; (6) stating that the consequences of their marriage in terms of the property will be settled by the law of another country, or traditional customs, Laws, or Law Codes which used to apply in Indonesia, and Regional Regulation [35].

#### *F. The Forms of Marriage Agreement*

The marriage agreement according to B.W./KUHPerdata has to be a notarial deed (Article 147). Before the matrimony, the couple can still revise, with a notarial deed, the agreement [36]. However, should the individuals involved in the marriage agreement disagree, the revision cannot be

performed (Article 148) [37].

The provision of marriage agreement regulates that a third party can sometimes be involved, for they could hand out grants that do not count as the couple's joint property. Therefore, when the marriage agreement separates property, there are only two groups of marital property, namely the private property of the husband and that of the wife. The husband manages the wife's property, but it is forbidden for him to sell or burden the immovable property of the wife without her consent. The law does not firmly regulate the movable property. Yet, in general, *a contrario*, scholars deliberate that to the movable property of the wife, the right of *beheer* (to manage) of the husband also includes that of *beschikking* (to decide) [38]. Article 105 section (4) B.W./KUHPdata contains a provision that the husband must manage the property "as a good family man."

The wife can ask the court to give her the power to act for herself, such as the power to close deals, carry out her *beheer*, and to sign deeds. The *beheer* of the husband includes the investment of wife's cash and the act of purchasing things with wife's money. If the purchasings, using the wife's money over registered goods, by the husband, are on behalf of the husband, the goods belong to the husband because, according to Klaassen and Eggens, the leveraging of the goods goes to the husband [39]. The wife, however, could ask for the accountability of the husband which is usually given by the end of the husband's management over the wife's property. In addition, the wife can also ask for compensation resulting from the husband's negligence. Klaassen and Eggens argue that it is acceptable, although he admits that the court once decided otherwise [40]. Meanwhile, Scholten argues that during the marriage the wife does not have the means to control the husband. Thus, forcing the husband to explain his *beheer* could not be done, let alone supervising him or asking for his accountability [41].

The household and educational budget are settled by the law as follows:

"Household budget is the expenditure which must be spent for both husband and wife. Although they separate their property, they are in fact a married couple living in the same house. Their living cost, as well as the educational budget of their children, is a joint expense, even though it originally comes from the private property of husband/wife, that will be accounted for in the future to the other person (husband/wife) who also takes responsibility for the expense [42]"

Article 145 enables couples to take a side route from the principle, namely by agreeing that an individual only has to be responsible for a specific amount of money each year over the household and educational budget. The rest of the expenses which exceeds the said amount of the budget is the responsibility of the other party.

"The promise as mentioned in Article 145 B.W. has been interpreted differently by the court, that in principle the household budget is shouldered together by the couple following their income balance and that the said amount of budget stated on the marriage agreement is the maximum amount of money accounted to the wife [43]"

"Promising that the wife-to-be is not going to be responsible for the household and educational expenses is not allowed, for the responsibility to bear the living cost of husband-wife and children is a matter of public order [44]"

However, the provisions B.W./KUHPdata and the interpretations of the scholars do not thoroughly discuss the equality of husband and wife in a marriage agreement. It seems to us that the marriage agreement only concerns the wealth of the wife and husband; that the wife can foretell that, without her consent, the husband cannot transfer (the property) or burden the immovable properties, the registration documents in the ledger about receivables, and other securities. Over and above, a marriage agreement is the demarcation of the husband's authority. A marriage agreement makes specific properties or all of the properties brought into the marriage by the wife and husband—not including the joint marital property—remain the properties of each individual. It is legal protection for the wife over her property, although, in practice, it is difficult to control the authority of the husband. In terms of the living and educational budget of the children, the marriage agreement only settles that the wife is only responsible for a specific amount, while the rest is going to be accounted to the husband [45].

#### G. Marriage Agreement According to the Decision of the Constitutional Court No. 69/PUU-XIII/2015

Article 29 section (1) Law No. 1/1974 on Marriage has confined that a marriage agreement that separates the property can only be made before or on the wedding. However, the Decision of the Constitutional Court No. 69/PUU-XIII/2015 settles that a marriage agreement is no longer interpreted as an agreement made before the marriage (prenuptial agreement) but also after the wedding (postnuptial agreement). Although the issuing of the decision of the constitutional court was requested by an Indonesian Citizen (WNI) who got married to a foreigner (WNA) (mixed-marriage), the regulation also applies to all-Indonesian couples [46].

#### H. The Compulsion for the Mixed-Married to Make a Marriage Agreement about Their Property

In practice, there remains a legal certainty on mixed-marriage concerning the status of marital property, should the marriage dissolve by death or divorce. Article 35 of Law No. 1/1974 settles that the wealth acquired during the marriage becomes joint property. The separate property of each person and the wealth they get as a present or inheritance are under their control so far as the other individual does not decide differently. Article 36 regulates that the husband and wife can take action to the joint property under a mutual agreement. Furthermore, Article 37 settles that if the marriage ends due to divorce, the resolution of the issues on joint property follows the regulations.

In a marriage, there are three types of property: (1) private property of the husband: the separate property he brought into the marriage and the wealth he acquired as grant or inheritance, (2) private property of the wife: the separate property she brought into the marriage and the wealth she acquired as grant or inheritance, (3) the joint property: the property obtained individually or collectively on a matrimonial bond regardless of under whose name the property is registered [47]. The explanations above indicate that the separate property brought into a marriage is outside the domain of joint property [48]. Still, in practice, problems on the status of the marital property of mixed marriage remain

to exist.

The experience of a New Zealand Citizen (WNA) whose wife was an Indonesian Citizen (WNI) is one of the examples. The foreigner, A, worked as the headmaster of an international school. His wife died in 2019. When she was dying, she was pregnant with a twin. By then, the couple had been married for 12 years, during which they had been on programs to have a child. In the last program, A's wife was finally pregnant. Unfortunately, he lost her and the unborn twin. Since his wife did not want to make a marriage agreement, the couple did not have either prenuptial or postnuptial agreement. She died without leaving a will. A and his wife own 2 (two) assets. One is a freehold property (*Sertifikat Hak Milik/SHM*) and the other one is a property they have secured with a mortgage (*Kredit Kepemilikan Rumah/KPR*). The mortgage was on behalf of A's wife. Although they bought the property after the matrimony, A's wife used the ID card (KTP) she had used when she was still single. The developer did advise them to use such an ID card because it would be easier for them to apply for the mortgage. Therefore, the property is a joint property they obtain during a legal marriage.

A eventually called several lawyers. Unfortunately, all of them could not give precise legal opinion to his problem. Unable to get a legal solution, he decided to negotiate with the older brother of his late wife. However, his wife was not really close to her older brother. They had not communicated with each other for six years. The last time his wife communicated with her older brother was when her stepmother and her older brother forcefully asked her to sign the selling of the house inherited by her deceased father so that the stepmother and stepbrother can partake in the inheritance. A had been deliberating twice with his late wife's older brother about the joint property on behalf of A's wife when he reached a dead end. A assumed that his wife's brother also wanted the property. He thought of the brother as a gold digger or money-oriented.

Afterward, A reached out to PERCA Indonesia (*Perkawinan Campuran* Indonesia) and the organization suggested he not to negotiate with his wife's older brother. Article 21 of Act No. 5/1960 on Basic Provisions Concerning the Fundamentals of Agrarian Affairs has settled that only Indonesian Citizens (WNI) are allowed to own land and property in Indonesia while foreigners are forbidden. Should a foreigner owns the land and/or property in Indonesia because of inheritance, she has to revoke her rights within 12 months.

Disappointed with that result, the older brother of A's wife, who is a lawyer, filed a lawsuit. As the only blood relative of A's wife, he claimed himself as the lawful heir of her property. The father of A's wife passed away six years before and her mother died when she was still a child. To support his cause, A's wife's older brother asked for his stepmother to serve as the witness. Later, A went to the bank bringing his marriage act, birth certificate, heir certificate, the copy of passport and visa, and other important documents. The bank official explained that the mortgage agreement enclosed a pact about insurance. Since the debtor, A's wife, died, the bank considered the mortgage paid off. Thereon, the bank had to change the ownership of the house from that of the bank to A's wife. But the problem arose as the older brother of A's

wife had gone to National Land Agency (BPN) and requested them not to allow the transfer of ownership. Consequently, A could not sell or transfer the ownership; the house remains on behalf of the bank.

The case, for A, is very tiring and time-consuming. He only gets 12 months to transfer the house ownership title so he could sell it, while his brother-in-law keeps pressing and forcing him to give up the ownership. He must continue struggling to win the case. Otherwise, the government will take over the house ownership.

Reflecting on the problem he is encountering [49], A has come up with valuable advice for the mixed-married: (1) The mixed-married must have a plan should a sudden death occur to the spouse. Couples are encouraged to have a prenuptial agreement or postnuptial agreement so they will not face the same problem as his. Her late wife didn't want to make a marriage agreement. They were young and they didn't predict that one of them would pass away so fast and sudden; (2) The mixed-married should anticipate the worst-case scenario even before they get married. Do not wait to apply for KITAS (*Kartu Izin Tinggal Terbatas*/Temporary Stay Card)—which was previously called KIMS (*Kartu Izin Menetap Sementara*)—by asking for help from the workplace. KITAS is the resident permit for foreigners working in Indonesia that must be updated once a year. It will be easier for KITAS holders to apply for KITAP (*Kartu Izin Tinggal Permanen*/Permanent Stay Card) or KITAP Seumur Hidup (Lifetime Permanent Stay Card). Such a document is very important for it can serve as the very foundation for obtaining the Right of Use of one's assets. When his wife was still alive, A did not upgrade his KITAS and by the time his wife died he still used the old KITAS whose application process was taken care of his office; (3) The advice from Notary Publics or lawyers unaffiliated to PERCA Indonesia cannot be used as a reference, for they do not necessarily understand the laws and regulations of mixed-marriage. A recalled that he had consulted 2 (two) Notary Publics and 2 (two) lawyers and had spent much time and money. Yet in the end, they could not come up with precise legal solutions to his case. He is thankful that he eventually gets to know PERCA Indonesia. They provide him important inputs and advice for the case. They let him know that he also owns the right to the property inherited by his wife because it is mandated by law.

There is a valuable lesson to learn from A's experience: that possessing all of the required documents is important to the mixed married. The foreigner spouse of an Indonesian Citizen, should she/he lives and works in Indonesia, must apply for KITAS/ITAS and KITAP/ITAP. The regulation on KITAS and KITAP exists on Law No. 6/2011 on Immigration as well as on Government Regulation No. 31/2013 on the Implementation Rules of Law No. 6/2011 as amended by the Government Regulation No. 26/2016 on the Amendment of the Government Regulation No. 31/2013 as well as by the Regulation of the Minister of Law and Human Rights No. 16/2006 on the Procedure of Visa and Permit Granting for Foreign Workers.

According to the Chapter XIII, Article 85, Executive Order No. 1/1991 on the Compilation of Islamic Law, which regulates the marital property, there is a possibility for each individual owning their separate property besides joint property. Article 86 section (1) settles that there is no fusion



of husband's and wife's property because of a marriage. Section (2) determines that the wife's property remains the wife's and is fully controlled by her, and the husband's property remains the husband's and is fully controlled by him. The Compilation of Islamic Law regulates the separate property on Article 87 section (1) and (2). Section (1) settles that the separate property of husband and wife acquired as grant/gift or inheritance is under each individual's control so far as they do not decide the matter differently on the marriage agreement. Section (2) contains a provision that the husband and wife have full right to apply legal actions to their separate property as a grant, gift, alms (*sedekah*), etc. Should a disagreement occur between the husband and the wife resulting in the conflict concerning the joint property, Article 88 decides that the resolution be taken to the Religious Court (*Pengadilan Agama*).

As the head of the family, the husband is responsible for protecting the joint property, his wife's property, and his property, which is firmly ruled by Article 89 of the Compilation of Islamic Law. However, Article 90 mentions that the wife is also responsible for protecting the joint property or her husband's property that she manages. Article 171 No. 2 of the Compilation of Islamic Law says that when someone who is Islam passed away or died according to the court, she left heir and inheritance. An heir is a person with which the deceased has blood or marriage relation, an Islam follower, and has no legal problem to be an heir. Article 172 regulates that the heir is approved as a Muslim if her ID card indicates she is a Muslim or if there are confessions, actions, or testimonies that say so. Meanwhile, if the heir is a newborn baby, her religion follows her father or people in her immediate surroundings.

Article 832 B.W./KUHPdata defines an heir as a blood relative, either legitimate by law or extra-marital, as well as husband/wife who lives longer. If one has no blood relative as well as the surviving husband/wife, all of the inheritance goes to the state, which is obliged to pay debts of the deceased so far as the value of the property is sufficient to do so. The Certificate of Inheritance (*Surat Keterangan Waris*) can serve as one of the evidence to show that there is an inheritance relationship between the individual and the deceased. The certificate can serve as the legal basis to transfer the ownership title to the heir. It contains the information on when the person died and who her heirs are.

The foreigner certificate of inheritance, according to Article 16 of AB (*Algemeen Bepalingen van Wetgeving*), which theoretically still applies in Indonesia, follows the principle of the International Civil Law (*Hukum Perdata Internasional/HPI*) that settles the civil law (interpersonal) on foreign issues, yet the involved parties still subject to their respective state law. Where the will is authorized depends on where the property exists. In other words, if the asset is outside the country, the authorized person to make the will is the appointed Notary Public/official in the country where the estate exists, following the valid laws and regulations in the territory. It is the reason why Article 945 B.W./KUHPdata settles that foreigners who own assets in Indonesia can make the will in Indonesia.

### 1. The Legal Interpretations of the Marriage Agreement of Mixed-Marriage

The discussions above show us that there are many interpretations on marriage agreement. Generally, interpretation is fathomed as the act of giving commentary (*tafsir*). Referring to *Kamus Besar Bahasa Indonesia* (KBBI/The Great Dictionary of Indonesian Language), interpretation (*interpretasi/in-ter-pre-ta-si/* is an act of giving an impression, opinion, or theoretical perspective to something (*pemberian kesan, pendapat, atau pandangan teoretis terhadap sesuatu*) [50]. KBBI defines commentary (*tafsir* or *penafsiran*) as a process, way of, and act of interpreting; an attempt to explain the meaning of something vague [51]. Interpreting is a significantly important activity in the field of law. It is a method to understand the meaning contained in legal texts that are employed to resolve cases or to make decisions to legal problems concretely [52].

Black's Law Dictionary defines "interpretation" as "the art or process of discovering and ascertaining the meaning of a statute, will, contract, or other written document. The discovery and representation of the true meaning of any signs used to convey ideas.[53]" More than a way or an act, "interpreting" is a skill or art of deciphering the proper meaning of a legal document. Interpreting is a must-have skill to every law expert, particularly the judges, so they can understand the meaning of laws and so determine the right legal basis of cases filed to them. Legal interpretation "[M]ay be either 'authentic,' when it is expressly provided by the legislator, or 'usual,' when it is derived from unwritten practice [54]"

According to one of our informants, Dra. Maryawati Jati Lestari, M.T. from the Civil Register Office of Sleman Regency, the marriage agreement finds its base on Law No. 1/1974 on Marriage. Article 29 settles that, during the marriage or before the matrimony, the couple upon mutual agreement can submit a written agreement legalized by the marriage register officer, whence the consequences also apply to an involving third party. It is valid after the union. Throughout the marriage, the agreement cannot be revised by the couple unless both individuals mutually agree to revise and the modifications do not inflict loss to the third party.

The Decision of the Constitutional Court No. 69/PUU-XIII/2015, as a response to a material review, explains that a marriage agreement can be created before the marriage, on the wedding, or during the marriage as a notarial deed and reported to the implementing agency. The decision is backed by the Letter of Directorate General of Citizenship and Civil Registry No. 477.2/5876/Dukcapil, dated May 19th, 2017, that regulates marriage agreement can be created before the wedding, on the wedding, or during the marriage as a notarial deed and reported to the Civil Register Office. The implementing agency makes a margin note on the marriage certificate registry and the excerpt of the marriage certificate. The marriage agreement is created: (1) on the wedding or before the wedding, (2) during the marriage, (3) in Indonesia, and is registered in another country.

Article 147 of B.W./KUHPdata settles that the marriage agreement must be created before the wedding. After the wedding, according to Article 149, the marriage agreement in any way cannot be modified. Those provisions above are the elaboration of the principles of B.W./KUHPdata that during

the marriage, including when the marriage reunited after divorce, the arrangement of the marital property must remain unchanged to protect the third party (the creditor) from uncertain situations that potentially inflict loss to them (i.e the collateral of debtor over the claim of the creditor).

Quite differently from B.W./KUHPperdata, Law No. 1/1974 determines that marriage agreement can be made before the marriage or at the time of marriage [55]. However, the phrase "at the time of marriage" (*pada saat perkawinan dilangsungkan*) can lead to 2 (two) different interpretations. On one hand, the phrase could mean "by the time the marriage solemnized on a religious procession." On the other hand, we could decipher it as "during the marriage before the matrimony broken by divorce." To help future interpretation, we could see the judge's decision of the State Court of Tangerang No. 269/PEN.PDT.P/2015/PN.Tng. regarding the issue of marriage agreement made after the marriage registered. The agreement was submitted by a mixed-married couple. The husband was a German and the wife was an Indonesian Citizen. By then they had been married for 17 (seventeen) years [56].

Article 29 section (1) of Law No. 1/1974 settles that if the involved parties intend to make the marriage agreement binding on a third party, it must be legalized by the marriage register officer or Notary Public. It must be registered as to fulfill the publicity requirement so that the third party (other than the husband and the wife) knows and is subject to the terms of the marriage agreement. When it is not registered, the marriage agreement only applies to/binds on the persons who created it, namely the husband and wife, as regulated on Article 1313, 1314, and 1340 of B.W./KUHPperdata that agreement only binds to the parties who made it [56].

After the Law No. 1/1974 applies, the registration/ratification/recording of the marriage agreement is no longer held in the State Court Secretariat. The agreement is considered legal if signed by the officer of the marriage register office or Notary Public. For Muslims, the registration follows the regulation of the Letter of the Directorate General of Islamic Community Guidance of the Ministry of Religious Affairs No. B.2674/DJ.III/KW.00/9/2017. It settles that marriage agreement can be made before, at the time of, and during the marriage, legalized by a notarial deed and registered by a marriage register officer (*Pegawai Pencatat Nikah/PPN*). The agreement is written on the note column of the marriage certificate and the marriage status column of the marriage certificate excerpt. For a marriage registered in another country but the marriage agreement or its revision/revoking performed in Indonesia, the registration of the reporting of the marriage agreement is conferred as a statement letter by the District Office of Religious Affairs (*Kantor Urusan Agama/KUA Kecamatan*). For non-Muslim citizens, the registration of marriage agreement follows the Letter of Directorate General of Citizenship and Civil Registry No. 477.2/5876/Dukcapil on the Registration of the Recording of Marriage Agreement regulating that the marriage agreement can be authored before, at the time of, and during the marriage with a notarial deed reported to the Implementing Agency or its Technical Implementing Unit (*Unit Pelaksana Teknis/UPT*). To follow up on the registration, the Civil Register Officer of the Implementing Agency or its Technical Implementing Unit makes a margin

note on the registry of the marriage certificate or the excerpt. For other nomenclatures of marriage certificate issued by other countries but the marriage agreement or its revision or revoking is in Indonesia, the reporting is received as a statement letter following the template on the Appendix IIIA and IIIB of the Letter of the Directorate General of Islamic Community Guidance of the Ministry of Religious Affairs No. B.2674/DJ.III/KW.00/9/2017 [57].

Article 1 point (17) of Law No. 26/2006 on Citizenship Administration states that a marriage agreement is an important event which must be reported to the local civil registration agency. As for interfaith marriage, the marriage registration follows the regulation of Article 35 of Law No. 26/2006 on Citizenship Administration, which settles, "in the case of a marriage which cannot be proven with a marriage certificate, the registration is after receiving a court decision." The registration of marriage solemnized outside the territory of the Republic of Indonesia is settled on Article X Law No. 26/2006. Unregistered marriage is a marriage that fulfills the category in Article 2 section (1) of Law No. 1/1974 on Marriage but has not been registered as formulated in Article 2 paragraph (2) of Law No. 1/1974.

Law No. 1/1974 has regulated that a marriage agreement can be created before or during the marriage. Yet, in practice, many couples make the agreement after the marriage registration. Referring to Natalia Ningsih et al., there are several reasons as to why the couples make the marriage agreement after the registration, all of which concern their interests, such as job risks, the attitude or actions of the husband/wife that can potentially inflict loss to their property, and the desire to own land and building in Indonesia. These days, more and more urban people make a marriage agreement after the wedding, particularly the mixed-married [57].

The procedure of the making and the registration of the marriage agreement is as follows. When the draft made by the Notary Public has finished, it is given to the husband and wife to read so they can understand the meaning of each sentence and article of the act. After they have finished reading and understood the draft, the Notary Public will ask if the couple agrees on the content of the document. If they approve the draft, the Notary Public will read the act as well as the day and date of the reading. If after the reading there is no revision, the act is ready to sign by the husband and wife, which is followed by the Notary Public issuing of the copy. The copy of the marriage agreement act from the Notary Public must be registered to the Civil Register Office and reported to the local civil registration agency. After the agreement is being registered, it applies to the husband and the wife as well as the third party. If the marriage agreement has not yet been reported to the institutions, it only binds to the husband and wife and does not have any consequences to the third party. Consequently, the third party is entitled to regard the husband and wife as practicing marriage with property union. The procedure above can be found on these two court decisions: (1) Decision No. 269/Pdt.P/2015/PN.Jkt.Tng. and (2) Decision No. 381/Pdt.P/2015/N.Jkt.Tng.

The consideration of the couple making a marriage agreement after the registration, following Decision No. 269/Pdt.P/2015/PN.Jkt.Tng., is based on the principle of the freedom of contract. It is parallel to Article 1338



B.W./KUHPdata and the universal provision that it is forbidden to the state-court to refuse any incoming petition and/or case. However, specific terms must be followed: it cannot violate/conflict with ethics (*oenden senden*), public order (*operbaar orde*), and the marriage law itself [58].

So there are various opinions on marriage agreement. Hence, many legal interpretations. Many of the opinions root on the provisions of B.W./KUHPdata. Referring to the provision of Article 31 IS, in the days of the Dutch East Indies, B.W./KUHPdata applied to the Europeans, Eastern-Foreigners, and Chinese descents in Indonesia. The Muslims followed various provisions of Islamic law. Meanwhile, the customary law applied to those who were subject to diverse custom laws. After Independence, specifically in 1974, the marriage law including the matters of the marriage agreement is based on Law No. 1/1974 on Marriage. Chapter XIV, the Closing Provisions, of Law No. 1/1974 on Marriage firmly determines that:

“For marriage and everything concerning marriage based on this Law, with the enactment of this law the provisions on the Civil Code (*Burgelijk Wetboek*), Christian-Indonesian Marriage Ordinance (*Huwelijk Ordonantie Christen Indonesiers* S.1933 No. 74), Mixed-Marriage Regulation (*Regeling op gemeng de Huwelijken* S.1898 No. 158), and other provisions that regulate marriage so far as settled on this Law, are declared invalid.”

Therefore, based on a *contrario* interpretation, it is firmly determined that if marriage agreement has been regulated on Law No. 1/1974 on Marriage, the stipulations on B.W./KUHP are no longer valid. Although some legal opinions assume a mixed-marriage involving a foreigner follows the regulations of B.W./KUHPdata, we believe that mixed-marriage finds its legal basis on Law No. 1/1974. Should the couple base their marriage on Islam, they can refer the provisions on marriage agreement to the Executive Order No. 1/1991 on the Compilation of Islamic Law, because, as firmly stated on Law No. 1/1974, the legal condition of marriage is met if it is held following the couple's religion and belief.

However, most of the opinions above solely interpret the legal forms employed as the legal base instead of exploring the legal substance or content of marriage agreement, even though it is palpable that B.W./KUHPdata, Law No. 1/1974, and Executive Order No. 1/1991 contain differences.

We do not fully agree with Dian Arianto who states that for an Indonesian Citizen, when they want to marry a foreigner, it is advised to make a prenuptial agreement that enables them to defend the ownership right of their land in Indonesia [59]. Besides securing each individual's property and so that the husband or wife who is an Indonesian Citizen can have the ownership right of land, the making of a marriage agreement for the mixed-married is to make a statement that they do not get married by unifying their property. As stated by the law, it is forbidden to the foreigner to own an ownership right to land in Indonesia. Should they fail to make a marriage agreement, there will be problems with their joint marital property in the future. In practice, the Notary Public remains to do such legal practice.

The valid laws and regulations, specifically Law No. 1/1973 and the Executive Order No. 1/1991, do not regulate that making a marriage agreement is compulsory for the

mixed-married. However, since the interpretations are concentrated on the marriage agreement to separate the marital property, marriage agreement, in practice, is more likely to follow the legal basis of B.W./KUHPdata instead of Law No. 1/1974 on Marriage and Executive Order No. 1/1991 on the Compilation of Islamic Law.

Law No. 1/1974 and Executive Order No. 1/1991 formulate that, if there is no marriage agreement, the property will be divided into separate property—which is brought into the marriage or acquired during the marriage by each individual on behalf of each person—and joint property—the property obtained together or specifically given to them as a couple during the marriage. The separate property is owned and controlled by each individual while the joint property is owned and controlled by both of them.

We do not fully agree with the argument of Achmad Sulchan and Nurmalia that the solution to the Indonesian Citizen asset protection on the sharing of joint property is that the Indonesian woman who is about to get married to a foreigner must create a marriage agreement in front of the Notary Public. Sulchan and Nurmalia argue that, for BPN (National Land Agency), the process of owning the right of land for a female Indonesian Citizen who binds herself on a mixed-marriage follows the general procedure. When someone is married and there are assets on the mixed-marriage, to facilitate the asset, it would be better if she uses the Rights Title. If she buys property rights, it is a relinquishment of rights which then turns into Right to Use Title [60]. However, we believe that a marriage agreement is not an obligatory element in a mixed marriage. There is no regulation on mixed marriage mentioning that making a marriage agreement is compulsory.

In a marriage, there is something called a gift, namely a present that is given when somebody is still alive to another person who is not her heir. For example, a foreign husband (WNA) presents a gift to his Indonesian wife (WNI). The gift belongs to the receiver, the wife, as the separate property. Should the marriage dissolve by divorce or death, the separate property that the husband/wife acquired during the marriage remains that of the husband/wife.

Considering the purpose of a marriage agreement is to anticipate the problems concerning the property acquired during the marriage, the agreement should be made on the wedding day, although it could also be made during the marriage, as settled by the Decision of the Constitutional Court No. 60/PUU-XIII/2015. However, such an agreement does not bind on the third party, whereas issues such as the ownership of land could involve the interest of a third party.

On Case No. 69/PUU-XIII/2015, the Constitutional Court of the Republic of Indonesia evaluates the review of Article 21 section (1) and Article 36 section (1) UUPA as well as Article 29 section (1), Article 29 section (3), Article 29 section (4), and Article 35 section (1) of Law No. 1/1974 on Marriage. The Constitutional Court states that the review concerning UUPA is groundless according to law. Furthermore, the review comes up with the interpretations of Article 29 section (1), Article 29 section (3), and Article 29 section (4) that allow the married to make marriage agreement during the marriage.

However, the legal consideration of Decision No. 3 69/PUU-XIII/2015 of the Constitutional Court left 3 (three)

crucial problems, about which we agree with the argument of Damian Agata Yuvens:[63] *First*, the examination of UUPA contains fallacy because it likens different matters, namely the marriage status of an Indonesian Citizen (WNI) and the classification of a person who can be a WNI. *Secondly*, the Constitutional Court of the Republic of Indonesia does not give considerations for the matters that are decided and formulated on their *petitum*, specifically related to the interpretations of Article 29 section (1), Article 29 section (3), and Article 29 section (4) of Law No. 1/1974 on Marriage. *Thirdly*, the Constitutional Court does not consider the consequences of the change in the characteristic of the marriage agreement. Another problem with the Decision No. 69/PUU-XIII/2015 is the separate consideration of the review of UUPA and Law No. 1/1974 on Marriage, in which context the Constitutional Court has cut loose the relation between the consequences of marriage to land ownership. Therefore, Decision No. 69/PUU-XIII/2015 has not yet answered the question of the petition, namely the issues concerning the chain of relationships between the consequences of marriage to land ownership.

#### IV. CONCLUSIONS

This research concludes that: *First*, in practice, there is a compulsion for the mixed-married couples to make a marriage agreement. Essentially, it is not required by law, only a legal strategy, as no provisions regulate that marriage agreement must be made by mixed-married couples. *Second*, the legal interpretations to the marriage agreement of the mixed married, that couples create the agreement so that the marriage does not inflict loss to the husband/wife who is an Indonesian Citizen, is more likely to focus on the legal forms, namely by employing B.W./KUHPperdata instead of the provisions of Law No. 1/1974 or Marriage and Executive Order No. 1/1991 on the Compilation of Islamic Law. In terms of the content, there are firm differences in the materials between the provisions concerning marriage agreement between B.W./KUHPperdata and two other laws (Law No. 1/1974 on Marriage as well as Executive Order No. 1/1991 on the Compilation of Islamic Law).

#### V. SUGGESTIONS

From the explanations above, we have come up with several recommendations:

1. Mixed-married couples or couples who are going to perform a mix-marriage should understand that marriage agreement is essentially made to protect their interests concerning the marital property.
2. Because the urgency of marriage agreements is not necessarily understood by mixed marriage partners, it is a good idea for policymakers to consider mobilizing officials involved in intermarriage to remind them, for example, officials of the KUA or the Civil Register Office.
3. Considering the possibility that the urgency of the mixed-marriage is not understood by those who are about to commit mixed marriage, there should be a party involved in the mixed marriage that warns

them, for example, the official of KUA or Civil Registration Office.

Officials at the KUA or Civil Register Office should provide information to prospective mixed marriage partners about the legal requirements of mixed marriages and the legal consequences arising from such marriages, including regarding joint property within the marriage.

#### CONFLICT OF INTEREST

The authors declare no conflict of interest.

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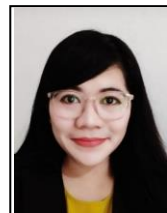
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**Endang Sumiarni** is a professor at the Faculty of Law at the University of Atma Jaya Yogyakarta (UAJY). She obtained his bachelor of laws degree from the Faculty of Law, Atma Jaya University, Yogyakarta, Indonesia. She also obtained a bachelor's degree in archeology from the Faculty of Letters and Culture, Gadjah Mada University, Yogyakarta. She was graduated with master of Humanities and doctor of Law from Postgraduate Program, Airlangga University, Surabaya.

Currently, she teaches several courses at the UAJY Faculty of Law at the undergraduate level, namely Legal Research Methodology, Customary Law, Islamic Law, Islamic Civil Law, Basic Cultural Studies, Introduction to Indonesian Law, Kinship Law. At the UAJY postgraduate Masters in Humanities, she teaches Legal Research Methodology, History of Law and Law and Local Wisdom. She has taught courses on the role of law in economic development, and the sociology of law. Experience as speaker for 399 times, 12 Expert Witness in the trial of child and civil cases, 57 titles Research, 8 Intellectual Property Certificate, 37 times Consultants/Legal Drafting Team, 8 scientific articles in journals, and dozens books ever written.



**Yustina Niken Sharaningtyas** is a lecturer at Faculty of Law, University of Atma Jaya Yogyakarta (UAJY). *Cum laude* from Magister Degree Master of Law Universitas Indonesia (UI), *Cum laude* from Bachelor Degree Faculty of Law University of Atma Jaya Yogyakarta (UAJY).

Became a lecturer at the Faculty of Law, Atma Jaya University, Yogyakarta by teaching courses in constitutional law, central government law, State Science, Practice Making Legislation Skills, and Human Rights Law, she has been a member of the Center for the Study of Human Rights and Democracy (PSHD) at Atma Jaya University Yogyakarta since 2015, as a member of Indonesian teaching association of constitutional law and administrative law, register number: 2021.14.0047 and wrote scientific works and books.



**Yohanes Sri Pudiatmoko** was born in Karanganyar in February 1967. M. Hum, Magister of Law, diponegoro University, Semarang, Indonesia, 2001. Graduate Degree, Faculty of Law (S. H), Sebelas Maret University, Surakarta, Indonesia, 1990.

He has as a lecturer in the field of Administrative Law and hold as editor in chief of *Justitia et Pax* journal at Faculty of Law, University of Atma Jaya Yogyakarta (UAJY). He has already had more than ten years experience on legal drafting. Approximately for the last fiveteen years, he has been active in designing various legal products from the law or the academic document, as a member of Indonesian teaching association of constitutional law and administrative law, register number: 2021.14.0024.



**Sefriani** was born in Temanggung, 6 September 1969. She is a Professor at the Faculty of Law at the Universitas Islam Indonesia Yogyakarta (UII). She obtained her Bachelor of Laws degree from the Faculty of Law, Gadjah Mada University in 1993, master's degree from Faculty of Law, Padjadjaran University in 2001 and a doctoral degree from Faculty of Law, Gadjah Mada University in 2012 (Postgraduate Study).

She works at the Faculty of Law Islamic University of Indonesia as a permanent lecturer since 1993. She teaches international private law, international human rights law, public international law, also, international trade law. She actively publishes many articles in national and international journals also books concerning international law.