

Asset Protection through Prenuptial Agreements: A Family Law Perspective in the Modern Era

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KEYWORDS	ABSTRACT
Marital Agreement, Asset Protection and Young Couples.	Amid the dynamics of modern social and economic life, marital agreements have become increasingly relevant, especially for young couples who begin building their careers and assets at an early stage. This study aims to examine the urgency of marital agreements from the perspective of Indonesian positive law and to analyze the prevailing social responses within society. Using a juridical-sociological approach, the research reviews the provisions in the Indonesian Civil Code, the Marriage Law, and the Constitutional Court Decision No. 69/PUU-XIII/2015, which allows for postnuptial agreements. Additionally, it explores young couples' perceptions of this issue through literature review and secondary data analysis. The findings reveal that although marital agreements provide legal certainty and asset protection, many young couples are reluctant to pursue them due to negative societal stigma. Therefore, educational efforts and cultural legal reforms are needed to reframe prenuptial agreements as a preventive and rational legal measure, rather than a threat to marital harmony. This study contributes to promoting a more progressive and inclusive legal understanding among the younger generation.

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INTRODUCTION

In the process of life, the marriage event is a very important event factor because it is not only an event that unites two individuals but also involves many social, cultural and other aspects. Marriage with all discussions that include marriage is regulated in a regulation, namely Law Number 1 of 1974 concerning Marriage. One of them is about the definition of marriage which explains that the marriage factor can give birth to a birth-mind bond for both men and women while having the goal of forming a happy and eternal household based on the principle of the One Godhead (Indriyani et al., 2021; Nurzannah et al., 2023; Suryati et al., 2023; Widanarti & Benuf, 2022; Zubaidah & Silviana, 2023).

The existence of a marriage event will give rise to other bonds such as bonds by containing the rights and obligations of each individual by carrying out the marriage. The Marriage Law can regulate various important aspects of the marriage relationship, some of which include the annulment of marriage, the marriage agreement, and the termination of a marriage bond. Living life after carrying out a marriage bond, in addition to fulfilling rights and obligations for a husband and wife, the management of property and property is often the main factor that can affect harmony in a family. Problems related to property can trigger various disputes in family life, especially if the understanding of property management between

husband and wife is different from the beginning. Conflict prevention for the problems that the author has described above, generally the prospective husband and wife decide by drafting an agreement known as a marriage agreement (Arif & Widya Sari, 2023; Asman et al., 2021; Asman & Bin Muda, 2023; Perdana, 2020; Zakiyuddin, 2022).

A marriage agreement is part of an agreement made from the party who will carry out the marriage, namely the prospective husband and the future wife before the marriage takes place which includes guarantees for certainty if after the marriage there is a problem that causes divorce no one party is harmed or contains articles that have been agreed upon by both parties (Febriansyah et al., 2021; Palistina et al., 2023; Rahman et al., 2023; Surbakti, 2023; Ulya & Yunanto, 2023). In general, a marriage agreement usually contains the management of property, such as the separation of inherited property and joint property and the protection of the rights of each party. Basically, the property obtained at the time of marriage is a unit for the husband and wife or can be referred to as joint property.

In the event that the prospective husband and wife do not make a marriage agreement before or on the wedding day, then legally the rules regarding the mixing of assets will apply. This means that the property of the couple who has committed a marriage event, either owned before the marriage or that can be obtained during the marriage period, will automatically become an inseparable unit. Wealth mixing includes all assets or obligations that can be owned by a husband and wife including property and other savings. As a consequence, any gains or losses from the management of property during the marriage period will be a joint responsibility regardless of who brought or obtained the profits and losses on the property.

The marital property that has been regulated in articles 119 to 125 of the Civil Code and in Law Number 1 of 1974 concerning marriage is regulated in articles 35 to 37. Article 119 of the Civil Code emphasizes that joint property is property at the time of a marriage by a husband and wife, with which there will be no other provision called a marriage agreement (Abu Yazid Adnan Quthny et al., 2022; KESRA, 2021; Nasution, 2019; Nuryayi Taufik & Karmila, 2023; Waluyo, 2020). The joint property with a husband and wife after marriage must not be canceled or can be changed on the basis of agreement between husband and wife. In article 36 of the Marriage Law, it is also explained about joint property, the husband or wife can act if approved by both parties, and for their respective property, the husband and wife have the right to legal action regarding their property. In a marriage agreement, it is part of a social institution that not only binds two individuals spiritually or emotionally, but also has complex legal consequences, especially related to property ownership. In Indonesia, the concept of joint property (*gemeinschaftliches Eigentum*) that is automatically formed after marriage often raises legal problems later on, especially if it is not clearly regulated from the beginning. In this context, a *marital agreement* exists as a legal instrument that provides protection for individual rights in the marital relationship.

As the times develop, the values of marriage have also shifted. Today's younger generation tends to be more economically independent and has higher legal awareness. Many of the couples already had personal assets before marriage, either in the form of businesses, investments, or property. In situations like this, a marriage agreement is important to maintain ownership and continuity of assets, especially in the event of separation or other legal issues. Marriage agreements are regulated in Article 29 of Law Number 1 of 1974 concerning Marriage. This agreement gives freedom to married couples by regulating certain matters in marriage, especially those related to the separation of property.

Along with development, provisions such as this are considered not in line with the needs of today's society, especially in the aspect of protection for the rights and interests of everyone who carries out marriage. Many couples begin to realize the need for a marriage agreement after marriage, whether for economic, business, or personal asset protection reasons.

The Constitutional Court Decision Number 69/PUU-XIII/2015, provides a new breakthrough regarding the rules of marriage agreements in Indonesia which in essence explains that a marriage agreement can be made after marriage where before this ruling, a marriage agreement can only be made before marriage. In its ruling, the Constitutional Court explained that the marriage agreement is not only obtained before the marriage, but can be made after the marriage takes place. This decision changes the paradigm of marriage law in Indonesia which provides higher flexibility for both parties, the husband and wife couple have carried out the marriage by making a marriage agreement in regulating property and property as a husband and wife.

The Constitutional Court's decision also affirms that the agreement that the marriage agreement has been adjusted to the needs of the couple, as long as it does not conflict with the laws and regulations. However, the reality on the ground shows that public awareness of the importance of marriage agreements is still low. Many couples view the marriage agreement as unusual or even taboo because it is perceived as contrary to traditional values, such as the belief that marriage is a total union without restrictions.

The stigma attached to the marriage agreement is exacerbated by the traditional understanding of society. Many think that marriage agreements reflect a lack of trust between couples based on the view that marriage is only a form of romantic bond. For people who have this kind of perspective, marriage agreements are often considered not in line with the value of trust because it is associated as an assumption of "anticipation for separation". And the lack of public understanding of the nature of the marriage agreement law will add to what they believe and reinforce this stigma. This kind of thinking makes marriage agreements less popular in society, even for couples who actually need legal arrangements related to property to protect the interests of each party.

In addition to low public awareness, another problem that arises is legal uncertainty related to the marriage agreement that can be made after the marriage is held. The uncertainty stems from significant changes introduced through the Constitutional Court Decision Number 69/PUU-XIII/2015, which allows married couples who have drafted a marriage agreement after marriage to be carried out. This decision changes the legal paradigm that previously only allowed marriage agreements to be made before the marriage is performed.

Changes in the validity of marriage agreements, especially after the Constitutional Court (MK) Decision No. 69/PUU-XIII/2015, have significant consequences for inheritance law in Indonesia. One of the important aspects of inheritance law is the arrangement of property ownership in marriage, which is directly related to how the property will be inherited after one of the spouses dies. Previously, with the joint property system that prevailed by default in a marriage without an agreement, assets acquired during the marriage were considered joint property of the husband and wife. As a result, when one spouse dies, the joint property will be inherited to the entitled heirs in accordance with the provisions of applicable inheritance law (civil law, Islamic law, or customary law, depending on the couple's legal background).

However, with this change, couples can more freely manage property ownership through a marriage agreement, including ensuring that certain property will still be a personal right and not included in the joint inheritance. This is important for couples who want to arrange specific inheritances such as, guaranteeing certain assets remain to belong to the family where if one spouse has inheritance from the family that they want to keep from mixing with marital property, the marriage agreement allows the separation of the property.

Thus, after the spouse dies, this property remains in the family of origin and is not divided among other heirs from the spouse's side. Another reason could also be to protect children from a previous marriage where a marriage agreement can be used to ensure that

certain assets are still inherited to children from previous relationships without being mixed with the assets of the new spouse.

However, even though legally the marriage agreement has been recognized by Law Number 1 of 1974 concerning Marriage and reaffirmed in the Constitutional Court Decision Number 69/PUU-XIII/2015, its implementation in the community is still relatively minimal. One of the main causes is the growing negative stigma, which considers the agreement as a sign of distrust in the couple or even triggers a split in the first place.

In addition, although the Constitutional Court (MK) Decision No. 69/PUU-XIII/2015 has opened opportunities for married couples to make marriage agreements after marriage, its implementation in the field still faces various challenges. One of the main obstacles is the lack of procedural clarity for notaries in making and recording the marriage agreement made after the couple is married.

One of the legal problems that often arises is how the status of the property that has been obtained before the marriage agreement is made. Does the separation of assets automatically apply to all existing assets, or can only assets be acquired after the agreement is made? With this, it is necessary to have legal clarity so as not to cause disputes in the future. Previously, marriage agreements made before marriage had to be made into a notarized deed and had been registered at the Religious Affairs Office (KUA) or the Civil Registry Office. However, with the decision from the Constitutional Court to allow marriage agreements made after marriage, questions arise about how to record and enforce them, especially for couples who have been married for a long time.

This situation raises various important questions, especially about how to provide legal certainty for marriage agreements made after marriage, as well as how to increase public awareness and understanding of marriage agreements. The division between legal needs and social perceptions is the focus of this research. This study tries to explore how young couples perceive marriage agreements, as well as how the applicable legal regulations support or hinder its implementation. By understanding this, it is hoped that a more progressive and rational legal awareness will be created among the public, especially the younger generation.

RESEARCH METHODS

This study employs a juridical-sociological approach, combining normative legal research with qualitative social analysis. The research type is descriptive-analytical, aiming to examine the legal provisions of prenuptial agreements in Indonesia (as outlined in the Civil Code, Marriage Law No. 1 of 1974, and Constitutional Court Decision No. 69/PUU-XIII/2015) while exploring societal perceptions, particularly among young couples. The data population includes legal documents, scholarly articles, and secondary data from surveys or reports on marital agreements in Indonesia. The data sample consists of key legal texts, 20 minimum bibliographic references, and selected secondary data reflecting young couples' attitudes. A purposive sampling technique is used to ensure relevance, focusing on materials that address legal frameworks, societal stigma, and implementation challenges.

The research instruments comprise document analysis guidelines for legal texts and content analysis frameworks for qualitative data. Validity and reliability are ensured through triangulation, cross-referencing legal provisions with scholarly interpretations and societal responses. Data collection techniques involve literature review, documentation studies, and analysis of existing surveys or case studies. The procedure includes: (1) identifying legal sources, (2) extracting relevant clauses and court rulings, (3) analyzing societal perceptions from secondary data, and (4) synthesizing findings. Software tools like NVivo or Atlas.ti may assist in qualitative data organization, while legal databases (e.g., Google Scholar, institutional repositories) support normative research.

For data analysis, a descriptive-qualitative technique is applied. Legal provisions are analyzed thematically to identify gaps and alignments with societal needs, while qualitative data (e.g., public perceptions) are coded for recurring patterns. Comparative analysis contrasts legal ideals with practical challenges, such as stigma or procedural barriers. The interplay between juridical norms and sociological findings is interpreted to propose solutions, emphasizing education and policy reforms. This mixed-method approach ensures comprehensive insights into the role of prenuptial agreements in modern Indonesian society.

RESULTS AND DISCUSSION

Legal Certainty of Marriage Agreements in Indonesia

The legal basis of the marriage agreement is contained in Article 29 of Law Number 1 of 1974 concerning Marriage and is strengthened by the Civil Code (Civil Code), in particular (Articles 139–154). This agreement basically has to be made before the marriage takes place and is ratified by the marriage registrar. However, the legal dynamics changed after the Constitutional Court Decision Number 69/PUU-XIII/2015 which stated that a marriage agreement can be made not only before but also during the marriage period, as long as it is agreed by both parties. The Constitutional Court stated that "the exception to the making of an agreement after marriage is contrary to the principles of justice and freedom of contract". This ruling opens up space for couples who previously did not have an agreement to draft legal protection for property.

The following are the sources of legal certainty for marriage agreements in Indonesia:

- (1) Law Number 1 of 1974 concerning Marriage (Marriage Law)

Article 29 explicitly provides a legal basis for the creation of a marriage agreement. The existence of this article confirms that the state recognizes and gives legal force to the written agreement between the prospective husband and wife regarding the rights and obligations to marriage.

- (2) Constitutional Court Decision Number 69/PUU-XIII/2015

The ruling strengthens legal certainty that it can extend the time for making a marriage agreement not only before or at the time of marriage, but also during the marriage. This provides an opportunity for couples who initially did not make an agreement to still have legal certainty regarding property arrangements and other aspects of marriage.

- (3) Principle of Freedom of Contract (within Limits)

In practice, the marriage agreement is a manifestation of the principle of *autonomy privée* in civil law, where individuals are given the freedom to manage their own affairs as long as they do not violate the applicable legal norms. The Constitutional Court's ruling allowing agreements to be made after marriage is a concrete reflection of the expansion of the principle of freedom of contract in the national legal system. In the study of contract law theory, the normative approach prioritizes the principle of *pacta sunt servanda* (every agreement applies as a law for the parties). However, sociological and modern approaches emphasize the importance of substantive justice and social relations in contracts, most importantly both in a husband and wife relationship. This agreement must be drafted in a fair and free condition from coercion, and take into account the potential for information inequality and power relations between husband and wife.

A marriage agreement is a concrete form of a private contract between two individuals who want to build a household, but still want to independently regulate their rights and obligations towards property and other legal interests. In the context of Indonesian civil law, a contract is regulated by Article 1313 of the Civil Code, explaining that "an agreement is an act with which one or more persons relate to himself or herself to one

other or more persons." Although in the context of marriage there are specificities, the principle of freedom of contract can be adopted into Indonesian civil law (KUHPdata) as well as providing space for prospective husbands and wives by agreeing on the content of the marriage agreement according to the needs and agreements of the couple, without violating the boundaries of religion, law or morality. However, this freedom is not without limits. The state still regulates agreements that are not allowed to violate legal principles and social norms. With this, the Constitutional Court Decision No. 69/PUU-XIII/2015 is very important because it expands the space for freedom of contract so that it is not only limited before marriage, but during the marriage period. In this case, the principle of justice in the contract (*equity*) must be considered, so that freedom does not turn into a form of inequality or veiled injustice.

(4) Verification by Authorized Officials

Article 29 paragraph (1) of the Marriage Law requires the ratification of a marriage agreement for Marriage Registrar Employees (KUA for Muslims, Civil Registry Office for non-Muslims). For agreements made during marriage, ratification is carried out through a notary deed based on the practice and implications of the Constitutional Court's Decision. This ratification gives legitimacy and legal force to the agreement.

(5) Binding Forces of the Parties

In accordance with the principle of *pacta sunt servanda* (a promise is a law against the one who makes it), a valid marriage contract is binding on the husband and wife who makes it. The spouse is obliged to carry out his rights and obligations that have been agreed upon in the agreement.

(6) Third-Party Protection

Article 29 paragraph (4) of the Marriage Law regulates that changes to the marriage agreement during marriage must not harm third parties. This provides legal certainty for other parties who may have a legal relationship with a husband and wife.

The Urgency of the Legal Perspective of the Marriage Agreement

In Indonesia's dynamic legal and social landscape, the institution of marriage continues to adapt to the changing times. However, a solid and well-planned foundation is becoming increasingly crucial to ensure harmony and legal certainty for couples entering marriage. This is where the urgency of the *prenuptial agreement* or *postnuptial agreement* finds its profound relevance, not only as a legal instrument, but also as a preventive tool for disputes, protection of rights, and an adaptive response to the complexities of the modern era.

- a. Protection of Personal Assets, without a marriage agreement, Article 35 paragraph (1) of the Marriage Law automatically applies the principle of joint property (*gono-gini*) to property that can be obtained during the marriage period. Although this principle serves the purpose of protecting the rights of both parties, in practice, it often leads to protracted disputes when divorce occurs. A marriage agreement allows couples to clearly separate their inherited property and specifically regulate the ownership and management of such property that can be acquired during the marriage. This provides legal certainty and reduces the potential for disputes in the future. This agreement allows the spouse to retain the inherited property or the proceeds of personal business without being mixed up in the common property. This is important in preventing disputes in the event of a divorce.
- b. Legal Certainty in Mixed Marriage, marriage agreements are more crucial to overcome potential differences in the legal system related to property and inheritance in each country. This agreement may choose which laws will apply or specifically regulate the division of assets across countries. For couples of different nationalities, this agreement

is the key to property ownership in Indonesia. Without an agreement, an Indonesian couple does not have land ownership rights if they marry a foreigner, in accordance with the provisions of the Basic Agrarian Law (UUPA) Article 21.

- c. Protection against Business Risks, business risks and individual debts can have a significant impact on family finances. A marriage agreement can protect one party's assets from creditors' claims due to debts made by the other party before or during the marriage, especially if the spouse has different businesses or financial histories. The debt separation clause in the marriage agreement provides clear legal protection. Entrepreneurs or young professionals can arrange so that business risks do not impact the spouse's assets, by establishing limits of liability through this agreement.

The Urgency of the Social Perspective of the Marriage Agreement

The modern era is marked by increasing women's participation in the world of work and economic independence. Marriage agreements are an important instrument to accommodate this change in gender dynamics. Women have the same right to protect assets acquired before or during marriage. This agreement can also accommodate agreements on the division of roles in households and financial contributions in a more equitable manner.

- a. Marriage with Social and Economic Backgrounds With differences, more and more marriages occur between individuals with significant social and economic backgrounds. A marriage agreement is an effective tool to bridge these differences and create a fair agreement for both parties regarding asset management and financial responsibilities. This prevents injustice or feelings of exploitation in the future.
- b. Second Marriage or Marriage with Congenital Children, for individuals who are married for the second time or have congenital children from a previous marriage, a marriage agreement becomes very important to protect the rights of children and ensure a fair division of inheritance in the future. This agreement can regulate the separation of property and ensure that the rights of children from a previous marriage are not neglected.
- c. Build Communication and Transparency From the beginning, the process of creating a marriage agreement forces couples to have open and honest discussions about their expectations, financial goals, and views on marriage. These discussions build healthy communication and transparency from the beginning of the relationship, which is an important foundation for a lasting and harmonious marriage.
- d. Reducing Negative Stigma and Raising Awareness Although there is still a negative stigma in some Indonesians regarding marriage agreements that are considered unromantic or show distrust, awareness of the importance of legal protection and financial planning in marriage is increasing, especially among the younger generation and urban communities. Wider socialization and education are needed to eliminate this stigma and encourage a more positive understanding of marriage covenants as a smart preventive measure.

Challenges in the Implementation of Marriage Agreements

Despite the obvious urgency, the implementation of marriage agreements in Indonesia still faces several challenges, including a lack of understanding and socialization in society, negative stigma, and the complexity of the legal process for making post-marriage agreements. Many couples do not understand the function and legality of this agreement. This ignorance creates space for legal uncertainty and conflicts later on. In fact, as stipulated in Article 1338

of the Civil Code, every legally made agreement is valid as a law for the party who made it. Moreover, the preparation of the agreement requires the services of a notary, which is relatively expensive for some people. This hinders access to justice for the lower middle economic group. The government needs to design a policy of free legal aid or affordable rates for premarried couples.

Many local cultures view marriage covenants as still associated with untrust. This goes against the spirit of kinship and long-term commitment. Therefore, a paradigm shift through education and public campaigns is key. One of the main challenges is the imbalance of understanding between husband and wife regarding the rights and legal consequences of this agreement. This inequality can cause dominance in negotiations, thus causing injustice.

The following authors summarize some of the challenges in the implementation of marriage agreements in Indonesia:

(1) Lack of Understanding and Socialization in the Community

- a) Lack of knowledge, most Indonesian people still have a limited understanding of what a marriage agreement is, its benefits, and how to make it. Socialization about the importance of wedding planning from a legal aspect is still ineffective.
- b) Negative stigma, a marriage agreement is often seen as a sign of distrust, unromanticism, or even preparation for divorce. This stigma makes many couples reluctant to discuss or make a marriage agreement, because they are worried that it will cause conflict or negative perceptions from the family and the environment.
- c) Cultural taboos, in some cultures in Indonesia, talking about matters related to property and separation before marriage is considered taboo or unlucky. This hinders openness and discussion about marriage agreements.

(2) Complexity of the Creation and Endorsement Process

- a) Administrative requirements, the process of making and ratifying a marriage agreement, especially those that have been drafted after the marriage has taken place (based on the Constitutional Court's Decision), involve administrative requirements that may be considered complicated and time-consuming.
- b) Cost, making a notary deed for a marriage agreement requires a lot of money, which may be an obstacle for couples with economic limitations.
- c) Lack of understanding of acting registrars, not all Marriage Registrars (KUA/Civil Registry) have a deep understanding of the intricacies of marriage agreements, so the ratification process sometimes does not run smoothly or is not informative for couples.

(3) Limitations on the content of the Agreement and Legal Interpretation

- a) Unclear limits on legal, religious and moral boundaries Although the Marriage Law prohibits the content of agreements contrary to law, religion, and morality, the interpretation of these limits can be subjective and create uncertainty.
- b) Potential conflicts with inheritance law, property arrangements in a marriage agreement can potentially cause conflicts with inheritance law provisions in the future, especially if they are not comprehensively regulated.
- c) Court intervention, in a case of dispute, the court has the authority to interpret the content of the marriage agreement, and this interpretation is sometimes not in accordance with the expectations of either party.

(4) Inequality of Bargaining Power

- a) Economic dependence, in some relationships, there is an imbalance of bargaining power between husband and wife, especially if one of the parties has significant economic dependence. This can lead to the marriage agreement being made in conditions that are not completely voluntary or fair.

- b) Social and family pressures, pressure from the family or the surrounding environment can also influence a person's decision to make or not to make an agreement in marriage, or accept the content of an agreement that may be less favorable for him.
- (5) Lack of Standardization and Good Examples of Agreements
 - a) Variations in practice, there is no standard format or standard clause for marriage agreements in Indonesia. This can lead to variations in practices and potential ambiguities in the content of the agreement.
 - b) Limited to good examples, people have limited access to examples of good marriage agreements and in accordance with applicable laws. This can make it difficult for couples to draw up a comprehensive agreement and protect the interests of both parties.
- (6) Challenges in Change During Marriage
 - a) Requiring the consent of both parties, changes to the marriage agreement require the consent of both parties. If the relationship is already disharmonious, it is difficult to reach an agreement on change.
 - b) Potential harm to third parties, with a change in the agreement that should not be detrimental to a third party, which can cause complications in the process.
- (7) Aspects of Islamic Law
 - a) Differences in interpretation, in the context of Muslim marriage, there are different interpretations among scholars regarding the limits of the content of marriage agreements that are in accordance with sharia principles.
 - b) Clause limitations, KHI has its own provisions regarding marriage agreements, which may limit the scope of clauses that can be agreed upon compared to general civil law.

The above challenges show that the implementation of marriage agreements in Indonesia is not only constrained by formal legal aspects, but also by social, cultural, and economic factors. Lack of understanding and negative stigma become significant psychological and social barriers. Meanwhile, the complexity of the manufacturing process, content limitations, and potential inequalities of bargaining power are structural and legal challenges.

Implementation in the Marriage Agreement

The implementation of marriage agreements in Indonesia in practice still faces administrative, social, and structural obstacles. Here are the steps to overcome the challenge:

- (1) Increased Education and Awareness: Intensive and easy-to-understand socialization campaigns need to be carried out to increase public understanding of the importance of marriage agreements and eliminate negative stigmas.
- (2) Process Simplification: The government and related agencies need to simplify the process of making and ratifying marriage agreements, as well as lower the associated costs.
- (3) Preparation of Standards and Examples: Providing examples of clauses and formats of marriage agreements that are good and in accordance with the law can help the community.
- (4) Improving Officials' Competence: Training and improving competence for Marriage Registrars regarding marriage agreements is very necessary.
- (5) Advocacy and Legal Aid: The provision of advocacy services and legal aid related to marriage agreements, especially for vulnerable communities, needs to be improved.

- (6) Discussion and Socialization at the Religious Level: Dialogue and socialization at the level of religious leaders regarding the perspective of marriage agreements in Islamic teachings can help overcome differences in interpretation.

The implementation of marriage agreements in Indonesia faces a complex and related challenge. Overcoming such a challenge can require collaborative efforts from the government, legal institutions, community organizations, religious leaders, and all levels of society. By increasing understanding, simplifying the process, overcoming stigma, and ensuring fairness in making agreements, it is hoped that the marriage agreement can be a more effective instrument in protecting the rights of couples and minimizing potential disputes in the future. To be effectively implemented, several procedural steps and administrative requirements must be met:

- (1) Creation before a Notary

The agreement must be made in writing and notarized in the presence of a notary. The notary acts as a neutral party who ensures that the content of the agreement does not conflict with applicable law and has been voluntarily agreed.

- (2) Registration at the Office of Religious Affairs or Civil Registration

Once the deed of agreement is signed, a copy of the agreement must be registered with the Religious Affairs Office (for Muslims) or the Civil Registration Office (for non-Muslims) as part of the marriage registration process. This is an important condition for the agreement to have legal force against a third party.

- (3) Registration to the District Court

Based on the Constitutional Court's Decision No. 69/PUU-XIII/2015, for couples who are married and have just made an agreement, the agreement can also be registered with the District Court to obtain ratification. This is proof that the agreement is valid and legally enforceable.

- (4) The content of the Agreement must not violate the law or morality

The agreement must not be contrary to laws and regulations and general principles such as justice, propriety, and decency (Articles 1320 and 1337 of the Civil Code).

- (5) Adequate Legal Consultation

Ideally, each spouse should get legal advice from a legal advisor or notary to understand the rights and obligations outlined in the agreement. This is to avoid regrets or conflicts in the future due to a lack of understanding of the content of the agreement.

- (6) Evaluation and Revision of the Agreement

The marriage agreement can be evaluated and revised during the marriage period if there is an agreement from both parties. However, this revision must also meet formal legal requirements such as being made before a notary and reported to the marriage registrar.

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In the midst of the social, economic, and legal dynamics that continue to develop in Indonesia, the urgency of the marriage agreement is increasingly undeniable. More than just a legal document, a marriage agreement is a manifestation of careful planning, open communication, and a commitment to building a fair and transparent relationship. Taking into account clear legal data, significant social changes, and the challenges of the modern era, a marriage agreement is no longer just an option, but a fundamental necessity to realize a harmonious, prosperous marriage, and avoid adverse disputes in the future. Awareness of the importance of this legal instrument needs to be continuously increased so that more couples in Indonesia use it for the sake of domestic certainty and happiness.

A marriage agreement is an important legal step in the modern era, especially for the younger generation who face complexities in home, career, and financial life. Although social and structural challenges still exist, with the support of adaptive regulations and equitable education, these agreements can be a tool of fair and rational legal protection. Protecting assets does not mean hurting love. In fact, with transparency and mutual agreement, domestic relationships can run healthier and there will be fewer legal conflicts in the future. Love can come and go, but the legal and economic traces remain. Therefore, planning for asset protection is not a form of distrust, but a form of responsibility for the common future.

CONCLUSION

In the midst of the social, economic, and legal dynamics that continue to develop in Indonesia, the urgency of the marriage agreement is increasingly undeniable. More than just a legal document, a marriage agreement is a manifestation of careful planning, open communication, and a commitment to building a fair and transparent relationship. Taking into account clear legal data, significant social changes, and the challenges of the modern era, a marriage agreement is no longer just an option, but a fundamental necessity to realize a harmonious, prosperous marriage, and avoid adverse disputes in the future. Awareness of the importance of this legal instrument needs to be continuously increased so that more couples in Indonesia use it for the sake of domestic certainty and happiness.

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