

Legal Protection of Marital Property through the Creation of a Marriage Contract

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Abstract

Married Indonesians who have never entered into a marriage contract face conflict over the division of common property during divorce. On the other side, the Religious Courts have difficulties deciding such matter since neither party entered into a marriage contract, and thus lack authentic evidence related to the origin of the husband's and wife's property. The objective of this study is to examine the legal protection of marital property through the use of a marriage contract deed. This paper employed juridical-normative legal research. Subsequently, the object was studied qualitatively. The study's findings indicate that legal protection of assets in a marriage contract can occur only after the wedding take place. Where a marriage contract serves as a law for the parties, this is in accordance with Civil Code Article 1338. Additionally, Article 29 of the Marriage Law requires that the agreement's contents be carried out in good faith, taking into account applicable law, religion, standards of decency, and public order. Unless one of the parties breaches the marriage contract and causes harm to the other party, the court may grant compensation to the aggrieved party, which may include both demands for the agreement's execution as well as compensation.

Keywords

legal protection; marriage property; marriage certificate



I. Introduction

Marriage as a legal action entails both rights and responsibilities for the one who performs it. However, there are legal ramifications to marrying, namely involving the legal connection between husband and wife, as well as marital property and income. Along with the passage of time as they navigate the ark of life, husband and wife relationships do not always work fine due to a lack of domestic harmony, which finally results in separation. As a result of the divorce law, a new issue has arisen: disagreements over the allocation of joint assets, because it is well established that each husband or wife brings and acquires property prior to the marriage. Married couples also have assets gained during the marriage, referred to as joint property.

Due to the aforementioned issues, the Religious Courts are unable to deal with situations on cases involving the distribution of marital assets since they lack evidence of a marriage contract and, as a result, lack information on the personal assets of the husband and wife involved. Due to this occurrence, a marriage contract was developed out of need. Marriage contract in Islam is considered as a matter that must be handled with care, because it will have legal implications for various other things caused by marriage, such as nafaqah, inheritance and also the sustainability of happy households (Imran, et al. 2019).

"Contract is an act in which one or more persons tie themselves to one or more other persons," per Article 1313 of the Civil Code. A marriage contract must be approved by the marriage registrar in accordance with Article 29 of Law No. 1 of 1974 Governing Marriage, which states that the agreement must be made on or before the marriage takes place.

As a matter of fact, it is critical to carry out this marriage contract since its aim is to protect either the husband's or wife's innate property, and it may also be used to distribute joint property upon divorce, or in other terms, as a result of divorce legislation.

Making a marriage contract as a means of protecting the law against inherited assets, legal protection for the community must be implemented in the form of legal certainty for the community to be effective. Legal protection is defined as something that protects legal subjects by the application of appropriate rules and regulations, and the enforcement of their compliance through the use of punishments.

Due to the fact that eastern traditions are still considered taboo and contrary to the values that exist in eastern society, the majority of Indonesians who are married have never entered into a marriage contract. As a practical matter, Indonesian people in general do not have a prospective husband or wife either prior to or after marriage. After the wedding, go to the notary's office and sign a marriage contract. As a logical consequence, at the time of the divorce, there was a disagreement over the allocation of common property on the one hand. Besides that, The Religious Courts, have trouble determining this situation since both parties did not enter into a marriage contract, and as a result, the Religious Courts do not have authentic evidence concerning the validity of the husband's property or the origin of the wife's property as well that could be used in their decision.

II. Research Method

This type of legal research in this study uses juridical-normative. Thus, the object analyzed with a qualitative approach is a research method that refers to the legal norms contained in the legislation. This research was conducted using data collection tools, namely: literature study, or document study to collect secondary data related to the proposed problem, by studying books, legal journals, research results and statutory regulations.

III. Results and Discussion

3.1 Characteristics of Marriage Asset Management Structure in Marriage Law

Legitimately, assets obtained during a marriage are considered joint property under Article 35 paragraph (1) of Law No. 1 of 1974, which states that joint property is formed when a marriage contract is signed or when the marriage begins and continues until the marriage is ended due to death. As long as the couple does not really agree otherwise, the assets that each husband and wife were born with and the assets that each woman received as a gift or inheritance are theirs to keep.

According "to the Marriage Law's Article 36 paragraph 2, husband and wife have the right to take legal action in regards to each other's wealth and assets. In the marriage's property component, this provision definitively recognizes the existence of the inherent property of each partner. An overview of the differences between inherited properties and shared properties is provided in this provision, which allows the parties to choose their own values for them. Article 37 states that in the event of a divorce, the property acquired during the marriage is subject to the laws of the parties' respective countries. Marriage Law

Article 37 explains that assets acquired during the marriage become joint property, which implies that religious law and customary law and other laws, particularly the law that relates to marriage, are all applicable. "

This "highlights that the Marriage Law does not explicitly control the transfer of joint assets if a marriage is dissolved as a result of a legal separation. Consequently, the resolution of joint property issues is based on applicable local law, which implies that where the local legislation is consistent with customary law, joint property issues were resolved" in accordance with customary law.

Furthermore, "there are types of marital property, namely: Joint Assets and Congenital Assets. Joint assets are assets acquired during the marriage. While the assets of each husband and wife. Inherited assets are under the control of each party as long as the parties do not specify otherwise and the property acquired by each as a gift or inheritance is under the respective control as long as the parties do not determine otherwise. "

When it comes to property acquired during a marriage, there are two main types: joint assets and congenital assets. Assets obtained during a marriage are known as "joint assets" (Mykhalniuk, 2020). Meanwhile, congenital assets are each husband and wife's own wealth is taken into consideration. As long as the parties do not indicate otherwise, each party retains ownership over any inheritances or property they receive as a gift or bequest.

Essentially, acquired assets refer to assets that are obtained during the married time but do not become joint property as a result of the marriage. The assets acquired are the assets that each husband and wife possesses after they have entered into a marital partnership with one another. This property was not acquired via their own labor, either individually or collectively, but rather through a gift, will, or inheritance from one of them to the other. In essence, control over acquired property is the same as control over inherent property, that is, both the husband and wife have the right to bring legal action against each other about their respective assets (APIK, nd).

Inheritance and gifts received by each spouse during the marital period are examples of assets that are private property of the spouses and are not subject to division. These rights are granted to spouses under Article 35 paragraph 2, which states: As long as the parties do not agree otherwise, each spouse retains control over his or her own inherent property and any property acquired through gift or inheritance.

These "terms and conditions, according to Andi Hartanto J., are acceptable and completely justified, since the owner of the grantor or heir can ascertain that the assets that will be given to the recipient of the grant / inheritance are for the personal interests and benefits of the grant / inheritance recipient, and not for the benefit of others, such as the spouse / wife of the grant recipient or inheritance" recipient.

To "establish a legal function as an enlightened society, it is essential to have access to law in the form of restrictions, as well as guarantees for the realization of the rule of law as defined in legal practice; in other phrases, there must be a guarantee of effective and equitable law enforcement over all Indonesians, without regard for ethnic origin, race, or social status, and without regard for gender. "

It "can be observed from this discussion that the regulation of marital property pursuant to Article 37 is not recognizable, as what is meant by each law includes religious law, customary law, and other laws, namely the relevant law, which means that the regulation of marital property is ambiguous. This implies that the Marriage Law does not explicitly control the transfer of joint assets if a marriage is dissolved as a result of a legal separation. Consequently, the resolution of joint property issues is based on local laws that

are consistent with customary law. If the local laws are consistent with customary law, the resolution of joint property conflicts is resolved in accordance with customary" law.

3.2 Legal Protection of Assets in the Agreement

Although the aim of a marriage contract and the terms that can be agreed upon are left up to both parties, most agreements are formed to provide legal protection for the property of one or both parties, whether that be the husband or the wife.

Whenever a marriage is performed with the goal of shielding both the bride and the groom personal belongings, the legal protection provided by a marriage contract is lawful. Does the marriage start with a separation of assets or does it end with a joint property that is divided in a certain way in the event of a divorce. Both husband and wife retain ownership and control over their inherited and gifted property as long as they do not even stipulate otherwise in their marriage contract.

Whilst the purpose and content of the marriage contract are not defined precisely in the law, the Notary, in the course of his or her duties and authorities in preparing the agreement deed, may, in the exercise of his or her official authority, formulate law regarding the principles, principles, form, and content of the intended marriage contract in accordance with the law. Identical to the above, the Notary investigates what elements are deemed to be civil order in a marriage contract that is believed to be a prohibition other than matters of religion, social and humanitarian principles, and other such matters.

The marriage contract that has been signed is intended to give legal protection, namely as a rule of law for parties who have good faith intentions. If there is indeed a difference in opinion between the parties, the agreement can be used as a point of reference and one of the foundations for each partner in carrying out their responsibilities, as well as defining the boundary lines of their rights and obligations. Indonesian legislation recognizes the marriage contract, as stated in Article 29 paragraphs 1, 2, 3, and 4 of the Marriage Law, as well as Articles 1313 and 1314 of the Civil Code, which deal with engagements that are the result of contracts or agreements. In addition, Article 1320 of the Civil Code, which governs the conditions for the legitimacy of an engagement, should be reviewed.

When "linked to the procedure or process of preparing a marriage contract as controlled by the Civil Code and the Marriage Law, there are parallels, including the following: initially, the marriage contract is prepared by the future married couple prior to the marriage (Article 29 of the Marriage Law and Article 147 of the Civil Code). Secondly, the marriage contract must be in accordance with public order and morals (Article 29 paragraph 2 of the Civil Code and Article 147 of the Civil Code). Thirdly, the marriage contract is valid at the time of the engagement or for a period of time following the marriage (Article 29 paragraph 4 of the Marriage Law and Article 147 of the Civil Code). Lastly, after the engagement is consummated, the agreement in principle cannot be altered (Article 29 paragraph 4 of the Marriage Law and Article 149 of the Civil Code). "

Mixed assets under Article 119 of the Civil Code is the consequence of marriage on husband and wife property, which includes all joint property, including assets that were already owned by one or both parties before to marriage. The intention of this marriage contract is to deviate from Article 119 of the Civil Code's regulations on joint assets, allowing the parties to choose the legal structure they desire for the assets that are the subject of their ownership. There are many ways in which a couple can decide whether or not they want their marriage to be one of total wealthlessness (*uitsluiting van gemeenschap van goederen*) or one of limited wealthiness (*beperkte gemeenschap van goederen*).

As an exception to this rule, a marriage contract, or an inheritance that is indicated by the inheritor under Article 120 of the Civil Code, are examples of circumstances in which property is not a mixed asset. It is permitted by the Civil Code, which governs property rights in marriage, to deviate from the rules governing the unity of assets in the marriage contract.

Following the Civil Code, legal protection of property in marriage is accorded the flexibility to decide what should be in the marriage contract and to deviate from the provisions of the Civil Code respecting the unity of assets, but with the following limits in place:

There must be no conflict between the terms of the marriage contract and public decency and order (Article 139 of the Civil Code).

- a. There is no promise given in the agreement that differs from:
 1. Rights derived from the husband's authority (*maritale macht*): for instance, the right of the husband to decide the place of residence or the right of the husband to administer the marital property union.
 2. Parental authority-derived rights (*ouderlijk macht*), for particular, the right to look after children's wealth or school.
 3. The legal privileges conferred on the husband and wife who survive the longest. For instance, serving as a guardian or appointing one (Article 140 of the Civil Code).
- b. No deals are made that imply the renunciation of the bequeathers' rights to their inheritance (Article 141 of the Civil Code);
- c. They may not pledge that one party must pay a portion of the debt that exceeds its participation in the union's profit (Article 142 of the Civil Code).
- d. There can be no assurances that their marriage will be governed by foreign law (Article 143 of the Civil Code).

Indeed, the marriage contract is necessary for partners who already own property and plan to acquire additional property during the marriage.

Consider the following while drafting a marriage contract:

- a) In relationships with consensual union assets, the objective is to safeguard the wife from the husband's possible negative behavior, including *beschikking* of immovable property and certain securities owned by the wife.
- b) In a marriage where there are different assets, the goals are as follows:
 - 1) As a reason, certain objects or all items brought into marriage by a husband or wife are excluded from the union of marital property and retain private property. The existence of such an agreement safeguards the woman against the potential of being held liable for the property or for the husband's debts, and conversely.
 - 2) To ensure that personal property is kept distinct from the husband's *beheer* and that the wife can manage the property independently.

Nevertheless, under the danger of annulment, Article 147 of the Civil Code requires that all marriage contracts be signed with a notary deed prior to the marriage. The marriage contract cannot be altered in any way during the duration of the relationship (Article 149 of the Civil Code). This article seeks to offer legal clarity and protection for husbands and wives, as well as third parties, particularly creditors, so that they are not confronted with shifting circumstances that could be harmful to themselves at any time.

Third parties are not bound by a marriage arrangement if it is not registered in the District Court in the region where the marriage took place or if it takes place outside of that area, where the marriage certificate is lodged (Article 152 of the Civil Code).

There were no marriage registration institutions prior to their inception (KUA and Civil Registry Offices). To have a binding caused by third parties, marriage contracts must be recorded in the general register book of the District Court, and if they are not documented, the marriage contract is invalid. The above, of course, will have a negative impact on everyone engaged in the marriage after it is completed.

Before the marriage can take place, the marriage contract must be notarized; otherwise, it is null and void (*van rechtswege nietig*). So it takes effect at the time of the marriage, or at a later date which may or may not be determined.

Thus according Article 186 of the Civil Code, it is permitted to separate property during a marriage, which stipulates that throughout the marriage, each wife has the right to bring a claim to the judge for asset separation in the following circumstances:

- a) if the husband because of his behavior that is clearly not good has wasted the wealth of the union and the arenaexposes the entire household to the danger of collapse;
- b) if due to the absence of good order and practice, in managing the husband's own assets, the security for the wife's marital property will become blurred or, if due to some gross negligence in managing the wife's marital property, the property may be in a state of danger.

Respect for a legal agreement is mandatory, if the agreement has a positive effect, has a very large role in maintaining peace, and is very urgent in overcoming impossibilities, resolving disputes and creating harmony.

Up to the present, only a small percentage of Indonesians have entered into agreements prior to marriage. The belief that everything blends into one after marriage makes every couple hesitant to enter into a partnership. Indeed, the marriage contract covers not only property issues, but also responsibilities and child care.

A marriage contract is dependent on the intentions and agreements of the prospective married couple in regard to assets. Throughout history, it has been widely accepted that marriage was designed to defend women.

Nonetheless, thus according Article 29 paragraph 4 of the Marriage Law, the agreement between the spouses cannot be amended during the marriage unless both parties agree that the change will not cause injury to a third party or the third party consents to the change. As a direct consequence, the Marital Law does not consider the marriage contract to be rigorous in its application.

According to M. Rezfah Omar, a lawyer for LBH APIK Jakarta, the agreement entered into prior to marriage has a stronger legal standing than the existing requirements in Marriage Law No. 1/1974. Because the agreement can safeguard both parties' interests. If the couple divorces and there is a disagreement, the prenuptial agreement might serve as a framework for resolving the conflict. Indeed, everything the Marriage Law regulates can be repealed by a prenuptial agreement.

In the formation of Islamic law, the legal protection of property in a marriage contract can be seen, including:

- 1) In the occurrence of a husband and wife who have evil intents about third-party indebtedness. According to Supreme Court Decision No. 1081 K/SIP/1978, the existence of a marriage contract between husband and wife that was not disclosed to the debtor at the time of the transactions indicates that the husband and wife intended to use the marriage contract to avoid being sued by the debtor. This is inconsistent with the constitution and order, and the agreement must be ruled void, with no legal force binding on the debtor with good intentions. Hence, husband and wife are jointly and severally liable for their spouse's debts, with all associated legal repercussions.

- 2) In the instance that the husband violates the agreement's terms. After the marriage contract deed is signed and it is discovered that the prospective husband violates the marriage contract's terms prior to the marriage, the prospective wife may seek an annulment of the marriage. This is clarified in Article 51 of the KHI, which provides that "a breach of the marriage contract entitles the woman to seek cancellation of the marriage."
- 3) If somehow the husband break the terms of the marriage contract during the marriage, the wife may file for divorce with the Religious Court (Article 51 KHI).
- 4) If a civil dispute arises over the terms of the marriage contract.

Marriage contract deeds in this instance must state that "regarding this agreement and its implementation, the parties have chosen a common, permanent legal residence at Registrar's Office of District Court if and when the marriage is held, or when a legal decision is made."

Other legal protections in the marriage contract may involve *taklik talak* Article 46 KHI, namely the husband's promise to divorce his wife under certain circumstances. as in Article 1 point e of the KHI the husband leaves his wife or does not perform his obligations. A wife has the right to file a divorce suit based on a violation of *taklik talak*.

In the context of women's empowerment, the agreement Premarital can be a means of protecting women from all possible occurrences of Domestic Violence (also referred to as KDRT). Rabia Mills gives points that should be included in a prenuptial agreement to be important. What needs to be considered in making a prenuptial agreement is the issue of polygamy, dowry, divorce, finances, and education for women. According to Astuti et al (2019) Education is an obligation of every human being that must be pursued to hold responsibilities and try to produce progress in knowledge and experience for the lives of every individual. Education is one of the efforts to improve the ability of human intelligence, thus he is able to improve the quality of his life (Saleh and Mujahiddin, 2020). Issues deemed necessary to be included in the agreement. Even if the division of labor is necessary, it is also an important thing that is included in the point of the agreement.

According to Muhammad Afandhi Nawawi, prenuptial agreements are closely related to two legal consequences, relating to a marriage, namely regarding the status of children as the fruit of marriage and treasure. The Civil Code does not distinguish between inherited assets and joint assets, all of which are considered assets subject to marriage law (*huwelijksvermogensrecht*)

In making a marriage contract, several aspects need to be considered, namely:

- a) Transparency, regarding all financial conditions before marriage, the amount of debt owed by the parties, how the potential debt is after marriage and who is responsible for paying it off. The aim is that the parties know what will be accepted and what will be sacrificed during the marriage so that no party feels aggrieved;
- b) Willingness, that the prenuptial agreement must be agreed and signed by both parties voluntarily and without coercion. If done under duress, the prenupe could be threatened with void because of it;
- c) An objective, authorized and reputable official who can maintain objectivity in making the contents of a prenuptial agreement fair for all parties;
- d) Notary, where the marriage contract should not be made under the hand, and ratified by the Marriage Registrar (KUA, Civil Registry Office).

Based on the deed of the marriage contract on the respondent, it can be seen several things in the content of the marriage contract made before Notary Farida Yusuf Hasyim with Mr. Harly Lasman as his opponent. with Uncle Komariah. Where the wife has a second marriage and their marriage has not been registered in the Civil Registry, but they agree to make a marriage contract which contains the following:

- 1) Husband and wife there is no mixing/unification of assets, so that all property mix-ups, whether mixed with complete assets or mixed for loss and mixed income, are expressly eliminated (Article 1);
- 2) Husband and wife each still own the property that was brought before their marriage (Article 2);
- 3) All debts brought by the husband or wife into their marriage remain the responsibility of each party (Article 3);
- 4) The wife will take care of all her personal assets, both movable and immovable (Article 4);
- 5) Costs incurred for household needs and the management and education of children born from marriage are jointly borne by them (Article 5);
- 6) The wife brings several parcels of land into the marriage (Article 7).

According to the provisions of their marriage contract, the parties' rights and obligations for the management of marital property are not defined expressly. Even if in order to provide legal protection, the parties' rights and obligations should be included, so that deviations from the marriage contract's implementation do not arise. Consequently, there is no mention of a clause specifying which court will adjudicate their case in the event of a disagreement over marital property. In this circumstance, the court where the marriage occurred will be used, based on the appropriate provisions. When seen through the lens of one of the agreement's principles, namely the parties' freedom, it is conceivable to incorporate a forum/law choice clause in the resolution of marital property issues.

Additionally, the marriage contract will have the force of an authentic deed if it is recorded with the Marriage Registrar immediately after it is signed; otherwise, this deal is an unauthorized deed. As a notary, it is urge that they promptly register and ratify their marriage in court in order to later record the marriage contract deed.

According to M Rezfah Omar, a lawyer for LBH APIK Jakarta, the marriage contract is very good because it can protect the rights of both parties. If there is a divorce and a dispute between the two, this agreement can be used as a guide for the settlement. The prenuptial agreement must be ratified in front of the competent authority, such as a notary or marriage registrar, so that strong in the eyes of the law. If it is only written on sealed or sealed paper, it will not be firmly positioned.

The benefits of a marriage contract are that it can regulate the resolution of problems that may arise during the marriage period, including the following:

- a) About the separation of assets, so there is no such thing. The condition is that it must be made before marriage, if after marriage it is only made, so it is null and void and must be registered at the place of marriage registration. If you are married, you can no longer make separate assets. Everything becomes a treasure like this.
- b) Maybe in the context of the divorce process, if you want to separate your assets, you can make an agreement for the distribution of assets. The point is that in a prenuptial agreement, an agreement can be reached that there is no mixing of income or assets, both during the marriage and in the event of separation, divorce, or death.
- c) Regarding the separation of debts, so in the prenuptial agreement it can also be arranged regarding the issue of debt which will remain the responsibility of the party who carries

or holds the debt. Debt in question is debt that occurs before marriage, during marriage, after divorce, even death;

d) Responsibility for the children resulting from the marriage.

Especially regarding the issue of the cost of living for children, as well as the cost of education, it must be regulated in such a way, how much each parent contributes, in this case the goal is to ensure the welfare of the children.

The marriage contract that has been ratified by the Marriage/Marriage Registrar is legally binding and applies as law for the couples and any third parties who are involved to the extent that the parties are participating in the transaction. It is stated in Article 51 of the KHI that if the marriage contract that has been made is not implemented or if there is a violation of the agreement that has been made, the wife will automatically have the right to request an annulment of the marriage or as a reason for a divorce suit, as stated in full:

“Violation of the marriage contract gives the wife the right to ask for an annulment of marriage or submit it as a marriage contract reasons for the divorce suit to the Religious Courts.”

All parties who have agreed to the marriage contract have the right to make efforts to keep it in place. The goals of the law itself require that cases involving marriage agreement issues be addressed by competent law enforcement:

- 1) To govern reciprocal rights and responsibilities on the basis of universal authority;
- 2) To provide the circumstances necessary for each power;
- 3) To control prohibitions, to prevent behaviors that are inconsistent with the authority's conditions or with the authority's rights and responsibilities.

According to Article 1338 of the Civil Code, all legally binding agreements are binding on individuals who enter into them. Agreements cannot be rescinded except with the consent of both parties or for reasons specified by law; additionally, agreements must be carried out in good faith.

Both demands for implementation of the agreement and claims for compensation can be made by a party that feels aggrieved by a breach of the contract, as long as the Court is satisfied that the other party has not been harmed as a result of this.

When a person fails to perform their commitments in accordance with the terms of the agreement, they will be penalized by the threat of compensation as a replacement for the rights that were damaged.

Unfortunately, this is not always the case until there is a prosecution in the form of an invitation to the defendant to carry out the agreement or in the form of additional penalties in accordance with the agreement of the parties who pledged to carry out the agreement. Article 1374 of the Civil Code, on the other side, specifies the following:

“Without reducing the obligation to provide compensation, the defendant can prevent the fulfillment of the demands mentioned in the previous article by offering and actually doing in public before the judge a statement which reads that he regrets the actions that have been done, that he apologize for it, and regard the offended as an honorable person”

From these points, it is clear that the marriage contract's primary purpose must be carried out in good faith and obedience. If there is a violation or divergence from the agreement that the parties do not want, the violation can be utilized to file for divorce in the Religious Court.

The second issue is in implementing this marriage contract; if it is not immediately registered with the Marriage Registration Officer or in the District Court, the power of this deed remains in the hands of the parties involved, and the marriage contract cannot be presented as valid evidence in court.

3.3 Legal Protection of Wife's Assets in a Marriage Contract which carried out before a Notary Before and After the Enforcement of Law Number 1 of 1974

Although "the law does not govern the aim of the marriage contract or what can be agreed upon, contracts are often created for the legal protection of each other's assets, husband or wife, everything is left to the discretion of both parties".

The "marriage contract is intended to give legal protection, namely as a statute for parties acting in good faith. If there is indeed a conflict between the parties, it can serve as a guide and one of the foundations for each partner in executing, and defining, their respective responsibilities and privileges. "

According to the Civil Code, assets acquired by a husband and wife during marriage become mixed assets. According to Article 119 of the Civil Code, assets acquired during marriage become joint assets, which include all marital assets, namely: assets listed in the marriage letter and assets acquired during marriage. The goal of this marriage contract is to diverge from the provisions of Article 119 of the Civil Code regarding joint assets; the parties are allowed to choose the kind of law that applies to the assets at issue. Article 1338 of the Civil Code provides that all agreements are legally binding on those who enter into them. Such an agreement cannot be rescinded unless with the consent of both parties or for circumstances specified by law.

As "a result of this article, it can be concluded that the primary significance of the marriage contract is that it must be performed in good faith and obedience. When there is a breach or divergence from the contract that the parties do not want, the breach or deviation can be used as an excuse to petition the Religious Court for divorce. "

3.4 Notaries' Authorities and Responsibilities in Compiling Deeds of Agreements Made Before and After the Enactment of Law No. 1 of 1974

At this point, the marriage contract may be made in writing, notarized or notarized in person. When a notary signs the marriage contract, it must be signed by a notary, although the parties can sign a fake marriage contract without employing a notary.

According "to Article 1 paragraph 1 (one) of the UUJN, a notary is a public official who is empowered to undertake authentic acts and other functions specified in this legislation. Additionally, Article 1870 of the Civil Code provides that an authentic certificate between the parties and their heirs or others who acquire rights from them is conclusive evidence of the contents. "

Another notary "authority is specified in Article 15 paragraph 2 letter a, namely ratifying signatures and establishing the date of the letter bearing the signature through registration in a specific book. A marriage contract deed is an example of a document that is compiled under the hand and then recognized by a notary. "

IV. Conclusion

A marriage contract can only provide legal protection for assets at the time of the marriage. When a marriage arrangement is deemed to be binding on the parties, this is in conformity with Article 1338 of the Civil Code. A further component of the Marriage Law, Article 29, states that the terms of the agreement shall be carried out in good faith, taking into consideration the provisions of the law, religious beliefs, standards of decency and public order. If either of the parties fails to comply with the terms of the marriage contract and causes harm to the other party, the party who feels undermined may file a claim with the court for compensation. The court may consider both demands for compliance with the terms of the agreement and compensation.

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