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**RECONSTRUCTION OF MARRIAGE AGREEMENTS IN
INDONESIA**

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Abstract

The implementation of prenuptial agreements in Indonesia remains a frequent source of debate, particularly regarding the time limit for drafting them, the validity of the separation of assets, and third-party protection, which are not fully aligned with societal dynamics. This study aims to analyze the legal status and reconstruct or review the regulations on prenuptial agreements. The goal is to make the regulations more responsive to justice and protect the rights of all parties. The reconstruction of marriage agreements in Indonesia refers to the process of refining or reinterpreting legal provisions related to premarital agreements or postnuptial agreements, with the aim of enhancing the protection of individual rights, particularly for women, and avoiding potential conflicts within the family. This is based on Law Number 1 of 1974 concerning Marriage, the Compilation of Islamic Law (KHI), and Constitutional Court Decision Number 69/PUU-XIII/2015, which reformed the boundaries of agreements to be more inclusive and proportional. This reconstruction emphasizes the principles of legal certainty, gender equality, and adaptation to modern social dynamics, including the impact of globalization and changing cultural values. The reconstruction of marriage agreements following Constitutional Court Decision Number 69/PUU-XIII/2015 confirms that separation of assets agreements can be made both before and during marriage without requiring court approval. This legal instrument serves to protect inherited assets and facilitate mixed marriages, with the mandatory requirement that they be drawn up through a notarial deed to ensure legal certainty and third-party protection. It is recommended that implementing regulations be revised, registration procedures be improved, and notaries play a more vigilant role in ensuring good faith and asset details.

Keywords: *Reconstruction and Marriage Agreement.*

Abstract

Penerapan perjanjian perkawinan di Indonesia masih sering menimbulkan perdebatan. Khususnya terkait batas waktu pembuatan, keabsahan pemisahan harta kekayaan, dan perlindungan pihak ketiga yang belum sepenuhnya selaras dengan dinamika masyarakat. Penelitian ini bertujuan untuk menganalisis kedudukan hukum dan merekonstruksi atau mengkaji ulang aturan perjanjian perkawinan. Tujuannya agar regulasi lebih responsif terhadap keadilan dan melindungi hak-hak seluruh pihak. Rekonstruksi perjanjian perkawinan di Indonesia merujuk pada proses penyempurnaan atau reinterpretasi ketentuan hukum terkait perjanjian pra nikah (premarital agreement) atau perjanjian pasca perkawinan, yang bertujuan untuk meningkatkan perlindungan hak individu, khususnya wanita, serta menghindari konflik potensial dalam keluarga. Ini didasarkan pada Undang-Undang Nomor 1 Tahun 1974 tentang Perkawinan, Kompilasi Hukum Islam (KHI), dan Putusan Mahkamah Konstitusi Nomor



69/PUU-XIII/2015, yang mereformasi batasan perjanjian agar lebih inklusif dan proporsional. Rekonstruksi ini menekankan prinsip kepastian hukum, kesetaraan gender, dan adaptasi dengan dinamika sosial modern, termasuk dampak globalisasi dan perubahan nilai budaya. Rekonstruksi perjanjian perkawinan pasca Putusan MK Nomor 69/PUU-XIII/2015 menegaskan bahwa perjanjian pemisahan harta dapat dibuat baik sebelum maupun selama perkawinan berlangsung tanpa perlu persetujuan pengadilan. Instrumen hukum ini berfungsi melindungi aset bawaan dan memfasilitasi perkawinan campuran, dengan syarat wajib dibuat melalui akta notaris untuk menjamin kepastian hukum dan perlindungan pihak ketiga. Direkomendasikan adanya revisi peraturan pelaksana, peningkatan sosialisasi prosedur pendaftaran, serta peran notaris yang lebih hati-hati untuk memastikan itikad baik dan detail aset.

Kata Kunci : Rekonstruksi dan Perjanjian Perkawinan.

I. INTRODUCTION

In Law Number 1 of 1974 concerning Marriage Article 2 Paragraph (1), marriage is defined as a physical and spiritual bond between a man and a woman as husband and wife with the aim of forming a happy and eternal family (household) based on the One Almighty God, and the formulation in the Compilation of Islamic Law (KHI), Article 2 states that Marriage is a very strong contract (*mitsaqan ghalizan*) to obey Allah's commands and carrying it out is worship. Marriage is called a strong contract or agreement (*mitsaqan ghalidzan*) because it is a deep commitment that binds two people spiritually, morally, and socially before Allah SWT, so that one of the verses of the Qur'an that is always read when a Marriage Registrar guides the bride and groom to say "Sighat Ta'liq al-Thalaq," as a husband's marriage agreement in front of his wife, is the end of the verse of QS. a-Isra' verse 34 "And fulfill your promises, for indeed, promises will be questioned."

A marriage contract is an agreement made by both parties at the time of or before the marriage takes place, and each promises to abide by what is stated in the agreement, which is validated by a marriage registrar. A marriage contract has conditions, namely that the agreement made does not conflict with Islamic law or the nature of marriage. "If the terms of an agreement contradict Islamic law or the nature of marriage, regardless of the form of the agreement, then the agreement is invalid and need not be followed, while the marriage contract itself is valid. A marriage agreement is created to anticipate all unforeseen contingencies, such as debts incurred by the prospective husband and wife before marriage, control of one party's assets upon divorce, prohibition of polygamy (polyandry and adultery), and custody of children born during the marriage.

A marriage agreement can be defined as a Deed of Agreement between the prospective husband and wife, establishing clauses contained in the agreement that will be binding and

adhered to after their marriage regarding all matters relating to the category of joint property, committing or prohibiting certain acts, including Domestic Violence (KDRT), prohibition of infidelity, polygamy and polyandry, allocation of income for household needs, consolidation or separation of assets acquired during the marriage or assets acquired during the marriage, responsibility for each party's debts, childcare, living expenses, and education of children until they reach adulthood and independence. Reconstruction of a marriage agreement in Indonesia refers to the process of perfecting or A reinterpretation of legal provisions related to premarital agreements or postnuptial agreements, aimed at improving the protection of individual rights, particularly for women, and avoiding potential conflicts within the family. This is based on Law Number 1 of 1974 concerning Marriage, the Compilation of Islamic Law (KHI), and Constitutional Court Decision Number 69/PUU-XIII/2015, which reformed the boundaries of agreements to be more inclusive and proportional. This reconstruction emphasizes the principles of legal certainty, gender equality, and adaptation to modern social dynamics, including the impact of globalization and changing cultural values.

II. THEORITICAL STUDIES

A. The Theory of Dignified Justice

The theory of dignified justice is a science, specifically law. As a legal science, the scope of the theory of dignified justice can be seen from the structure or layers within legal science, which include the philosophy of law in the first place, legal theory in the second place, legal dogmatics (jurisprudence) in the third place, and law and legal practice in the fourth place. The theory of dignified justice stems from the tension between *lex eterna* (upper current) and *volksgeist* (lower current), in understanding law as an attempt to approach the mind of God through a legal system based on Pancasila. The goal of law in the theory of dignified justice emphasizes justice, which is interpreted as achieving laws that humanize humans. Justice in the sense of fostering awareness that humans are noble creations of God Almighty, differs from the Western view, for example, that developed by Thomas Hobbes, which views humans as animals, political animals, wolves, ready to prey on other wolves in life, including political, economic, social, cultural, and other aspects.

The theory of dignified justice also reveals all the legal rules and principles that apply within the legal system, in this case the legal system in question is the Indonesian positive legal system; or the legal system based on Pancasila. The Pancasila legal system is a dignified system because it is based on the spirit of the nation (*volksgeist*). Pancasila as a positive ethic that is the source of all sources of law, the spirit of the nation (*volksgeist*) has contained the

completeness needed for state administration. As a positive ethic, Pancasila contains ethics, the highest and most upheld values (values and virtues), including political ethics, as a moral foundation, which is basically expected not only to enlighten, but also to provide a path for the journey of life of a nation and state.

B. Legal System Theory and Legal Protection Theory

Friedman, in his book "The Legal System: A Social Science Perspective," argues that the effectiveness and success of law enforcement depend on three elements of the legal system. The legal system is all aspects and elements structured as an integrated whole regarding law. The legal system consists of legal structure, legal substance, and legal culture. According to Setiono, legal protection is an action or effort to protect society from arbitrary actions by authorities that violate the rule of law, to create order and peace, thus enabling people to enjoy their dignity as human beings.

According to Philipus M. Hadjon, legal protection is a subjective condition that indicates the presence of a need within a number of legal subjects to immediately obtain resources for the continued existence of legal subjects guaranteed and protected by law, so that their power is organized in the political and economic decision-making process, particularly in the distribution of resources at both individual and structural levels. Philipus M. Hadjon, with a focus on "government action" (*bestuurshandeling* or administrative action), distinguishes legal protection for the people into two types: (1) preventive legal protection aimed at preventing disputes that give people the opportunity to file objections (*inspraak*) or opinions before a government decision takes definitive form, which is very important for government actions based on freedom of action because the government is encouraged to be careful in making decisions based on discretion; (2) repressive legal protection aimed at resolving disputes in a broad sense, including the handling of legal protection for the people by general courts and administrative courts in Indonesia.

Philipus M. Hadjon explains that the targets of preventive legal protection include every individual as a member of society who has the right to demand the fulfillment of their rights as an effort to realize justice (the right to be heard) and legal efforts attempted by the government by opening the widest possible access to the public to obtain information about the process of fulfilling their rights (access to information), as a manifestation of the implementation of good governance. The importance of the right to be heard is: (1) individuals affected by government action can express their rights and interests so as to guarantee justice, and (2) support the implementation of good governance. The purpose of legal protection must be reflected in the

implementation of the law, the legal process and the consequences of the implementation or enforcement of the law. This can be seen from the diversity of relationships that occur in society. Relations between communities give rise to laws that regulate and protect the interests of each community. With the existence of this diversity of legal relationships, members of society need rules that can guarantee balance so that in these relationships chaos does not occur in society.

C. Contract Theory

Etymologically, a contract means a bond, while terminologically, a contract is a legal act in which one person binds themselves to one or more other persons, resulting in legal consequences. The definition of a contract is also regulated in Article 1313 of the Civil Code, which states that a contract or agreement is an act by which one or more persons bind themselves to one or more other persons. In civil law, many scholars have offered their opinions on the definition of a contract. According to Subekti, a contract is an event in which one person makes a promise to another, or where two people mutually promise to perform something. R. Setiawan also expressed his opinion, stating that a contract is a legal act in which one or more persons bind themselves to each other. According to M. Yahya Harahap, a contract is a relationship in property law between two or more persons that grants one party the right to obtain a performance and obliges them to perform the performance.

Contracts in Islamic law are referred to as akad, which comes from the word aqd, meaning to bind, connect, or connect. According to Wahbah al-Zuhaili's opinion as quoted in Syamsul Anwar's book, a contract is a connection between two things, both real and meaningful ties, from one aspect or two aspects. Apart from that, Hasbi al-Shiddieqy also expressed his opinion regarding the contract, namely an agreement of consent and qabul which is justified by the sharia' by determining the capabilities between both parties. Based on several opinions of the scholars above regarding the meaning of a contract, it can be understood that a contract is a meeting of consent and qabul between two or more people which results in a legal action. The legal basis for agreements or contracts in QS. al-Maidah verse 1. Based on the contents of this verse of the Al-Qu'an, it is obligatory to carry out the contents of the agreed agreement or agreement. The contract itself aims to produce a legal consequence that will be borne jointly by all parties who enter into a contract or agreement with the intention of obtaining something that is a common goal.

III. RESEARCH METHODS

A. Research Type and Approach

This research is a library research method because the data collected are manuscripts, books, or magazines sourced from the literature. The research is qualitative in nature. The approach used to obtain the data is content analysis.

B. Data Sources

The data sources in this study can be grouped as follows: (1) primary legal materials, namely: Law Number 1 of 1974 concerning Marriage, the Compilation of Islamic Law, and the Indonesian Criminal Code; (2) secondary legal materials, which provide explanations of primary legal materials, research results, works by legal circles, and so on; and (3) tertiary legal materials or supporting legal materials, namely legal materials that provide guidance and explanations of primary and secondary legal materials, such as encyclopedias, dictionaries, and others.

C. Data Collection and Data Analysis Techniques

All research data was obtained through direct and indirect citations, then systematically compiled to form a clear presentation on: "The Reconstruction of Marriage Agreements in Indonesia." The data analysis techniques used in this study followed the steps of data reduction, data presentation, and conclusions/verification.

IV. RESEARCH RESULTS

A. Understanding and Scope of Reconstruction of Marriage Agreements, Legal Basis, Main Principles and Overview of Islamic Law

A marriage agreement (premarital agreement) is an agreement made by the two candidates at the time or before the marriage takes place and each promises to obey what is stated in the agreement, which is ratified by the marriage registrar. The marriage agreement has conditions, namely that the agreement made does not conflict with Islamic law or the essence of marriage. "If the terms of an agreement contradict Islamic law or the nature of marriage, regardless of the form of the agreement, then the agreement is invalid and need not be followed, while the marriage contract itself is valid. A premarital agreement is entered into to anticipate all unforeseen contingencies, such as debts incurred by the prospective husband and wife before marriage, control of one party's assets upon divorce, prohibitions on polygamy (polyandry ~ adultery), and the custody of children born during the marriage.

A premarital agreement can be defined as a Deed of Agreement between the prospective husband and wife, establishing clauses contained in the agreement that will be binding and

adhered to after their marriage regarding all matters pertaining to the category of joint property, committing or prohibiting certain acts (including domestic violence, prohibitions on adultery, polygamy, and polyandry), the allocation of each party's income for household needs, the consolidation or separation of assets acquired during the marriage or assets acquired during the marriage, responsibility for each party's debts, childcare, living expenses, and the child's education until adulthood and independence.

Issuance of Constitutional Court Decision No. 69/PUU-XIII/2015, Constitutional Court Decision Number 69/PUU-XIII/2015 has changed the paradigm of prenuptial agreements in Indonesia by allowing the creation of prenuptial agreements not only before, but also during the marriage bond (postnuptial agreement). This agreement must be notarized and recorded so as not to harm third parties. Several important points of prenuptial agreements based on Constitutional Court Decision Number 69/PUU-XIII/2015: (1) Flexible time of creation, the agreement can be made before (prenuptial), during, or during the marriage bond (postnuptial), (2) ratification and recording, the agreement is made with a notarial deed, then registered at the Office of Religious Affairs (KUA) for Muslims or the Civil Registry Office for Non-Muslims, (3) separation of assets, allowing a clear separation of assets between husband and wife, especially relevant for mixed marriages, (4) changes/revocation, the agreement can be changed or revoked during the marriage, as long as there is an agreement between both parties and does not harm third parties, and (5) implications Legally, this decision provides legal protection and certainty regarding the assets of a husband and wife.

Article 29 of Law Number 1 of 1974 concerning Marriage explains the following: (1) At or before the marriage takes place, both parties, with mutual consent, may submit a written agreement that is validated by a marriage registrar, after which its contents shall also apply to any third parties involved. (2) The marriage cannot be validated if it violates legal, religious, and moral boundaries. (3) The agreement shall come into effect from the date of the marriage. (4) During the marriage, the agreement cannot be changed, unless both parties agree to the change and the change does not harm a third party.

Marriage agreements in the Compilation of Islamic Law (KHI) Articles 45-52, explain that: Article 45, the prospective bride and groom can enter into a marriage agreement in the form of: (1) Taklik talak, and (2) other agreements that do not conflict with Islamic law. Article 46, (1) The contents of the divorce agreement must not conflict with Islamic law. (2) If the conditions required in the divorce agreement actually occur later, the divorce does not automatically occur. In order for divorce to actually occur, the wife must submit the matter to

the Religious Court. (3) The taklik talak agreement is not an agreement that must be entered into at every marriage, but once the taklik talak has been agreed upon it cannot be revoked. Article 47, (1) At or before the marriage takes place, the bride and groom can make a written agreement ratified by the Marriage Registrar regarding the position of assets in the marriage. (2) The agreement in paragraph (1) may include the mixing of personal assets and the separation of each other's livelihood assets as long as this does not conflict with Islamic law. (3) In addition to the provisions in Paragraphs (1) and (2) above, the contents of the agreement may also stipulate their respective authorities to enter into mortgage bonds over personal and joint assets or company assets. Article 48 (1) If a marriage agreement is made regarding the separation of joint or company assets, the agreement must not eliminate the husband's obligation to fulfill household needs. (2) If a marriage agreement is made that does not comply with the provisions in Paragraph (1), it is deemed that there will still be a separation of joint assets or assets, with the husband's obligation to bear the costs of household needs. Article 49, (1) A personal property commingling agreement can include all assets, both those brought by each person into the marriage and those obtained by each person during the marriage. (2) Without prejudice to the provisions in Paragraph (1), it can also be agreed that the mixing of personal assets is only limited to personal assets brought in at the time the marriage takes place, so that this mixing does not include personal assets acquired during the marriage or vice versa. Article 50 (1) Marriage agreements regarding assets are binding on the parties and third parties starting from the date the marriage takes place in the presence of a Marriage Registrar. (2) A marriage agreement regarding property may be revoked with the mutual consent of the husband and wife and must be registered at the Marriage Registrar's Office where the marriage took place. (3) Since the registration, the revocation has been binding on the husband and wife but for third parties the revocation is only binding from the date the registration is announced by the husband and wife in a local newspaper. (4) If within six months the announcement is not made by the parties concerned, the registration of the revocation is automatically void and is not binding on third parties. (5) The revocation of a marriage agreement regarding property may not harm the agreement that has been made previously with a third party. Article 51, Violation of the marriage agreement gives the wife the right to request an annulment of the marriage/submit it as grounds for a divorce suit to the Religious Court. Article 52, At the time of marriage with a second, third, or fourth wife, an agreement may be made regarding the residence, time of rotation and household expenses for the wife he will marry.

The provisions of Article 47 paragraph (1) of the KHI describe the phrase 'other agreements that do not conflict with Islamic law' as follows "At the time or before the marriage takes place, the two prospective brides and grooms can make a written agreement that is approved by the Marriage Registrar regarding the position of assets in the marriage." This is in accordance with what is meant by a marriage agreement as regulated in the provisions of Article 29 paragraph (1) of the 1974 Marriage Law concerning Marriage in conjunction with Constitutional Court Decision Number 69/2015. The contents of a marriage agreement in Islam are as follows:

- a. Mixing of personal assets. This is in accordance with the provisions of Article 47 of the Compilation of Islamic Law (KHI), which regulates matters related to the status of assets in marriage. The agreements made may include mixing of personal assets and separation of assets from each party's livelihood, as long as this does not conflict with Islam. Essentially, marriage does not result in a mixing of assets between husband and wife because assets are individual under Islamic law. This is as stipulated in Article 86 paragraph (1) of the KHI, which explains that there is essentially no mixing of assets between husband and wife due to marriage. However, if both parties wish to mix personal assets, this is permitted as long as it does not conflict with Islamic law.
- b. Separation of assets. Referring to Article 47 paragraph (2) of the KHI, as explained, both parties can also arrange the separation of assets from each party's livelihood during the marriage. According to Sayuti Thalib in Indonesian Family Law, assets from livelihood are assets acquired by a husband and wife after they are married through business, whether the business of both of them or the business of one of them. In the case of separation of livelihood assets, the contents of the agreement must not eliminate the husband's obligation to fulfill household needs. This is as regulated in Article 48 paragraph (1) KHI which explains that if a marriage agreement is made regarding the separation of joint or company property, then the agreement must not eliminate the husband's obligation to meet household needs.
- c. Authority to create a mortgage (material guarantee) on personal and joint assets. Apart from that, both parties can also enter into a mortgage bond (material guarantee) on personal and joint assets. This is in accordance with the provisions in Article 47 paragraph (3) KHI which states that the contents of the agreement may also stipulate the authority of each person to enter into a mortgage bond on personal and joint assets or company assets. Apart from regulating property, in Islam it is possible for marriage agreements to regulate additional

matters such as the rights and obligations of husband and wife, polygamy arrangements, child custody, etc., as long as the contents of the marriage agreement do not deviate from Islamic law. Referring to Article 29 paragraph (2) of the Marriage Law, it is explained that a marriage agreement cannot be ratified if it violates the boundaries of law, religion and morality. The same thing is also explained in Article 46 paragraph (1) and Article 47 paragraph (2) KHI. Article 46 paragraph (1) KHI The contents of the divorce agreement must not conflict with Islamic law. Article 47 paragraph (2) KHI The agreement in paragraph (1) can include the mixing of personal assets and the separation of each other's livelihood assets as long as this does not conflict with Islamic law.

Referring to the provisions regarding the registration of marriage and divorce regulated in Law Number 1 of 1974 concerning Marriage, Government Regulation Number 9 of 1975 concerning the implementation of Law Number 1 of 1974, Law Number 3 of 2006 amendments to Law Number 7 of 1989 concerning Religious Courts, Law Number 32 of 1954 concerning the Registration of Marriage, Divorce and Reconciliation, Compilation of Islamic Law, and other regulations governing marriage, these regulations are made by the government to maintain the welfare of its people, especially in the field of marriage which is in line with its goal of realizing a family that is *sakinah, mawaddah wa rahmah*. The policy made by the government in the registration of marriage agreements is in line with the values contained in the rules of *fiqh*. The policy (of leaders) for the people depends on the welfare. This is in line with the principle: *تصرف الإمام على الرعية منوط بالمصلحة* (The imam/leader's performance towards the people must be based on the benefit), and the principle: *كل متصرف عن الغير أن يتصرف بالمصلحة* (Every person who interprets for the benefit of others, he is obliged to interpret it based on the benefit).

The importance of a Marriage Agreement made before a Notary as a Public Official authorized to make an Authentic Deed based on Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 where the product of the Notary Deed is an authentic deed, namely a deed made in the form determined by Law by/or before a Public Official authorized for that purpose, in the place where the deed was made and has external, formal and material proof that is binding as perfect evidence, compared to a private deed and the recording of the marriage agreement as referred to in Article 22, recorded by the Head of the District KUA on the marriage certificate and marriage book. This is in line with the rules of *fiqhiyah* in line with the rules: *الثابت بالبرهان كالثابت بالعيان* (Something that has been determined based on evidence (information) is commensurate with what has been determined based on reality). In

connection with the recording of the Marriage Agreement as a formal law, it is actually a means of wasilah to maintain the validity of material law in accordance with the principle: وسائل الأمور ووسائل الزوائد « كالمقاصد واحكم بهذا الحكم للزوائد Wasail al-Umur Kal Maqaasidiha Wahkum Bihadzal Hukmi Liz Zawaidi » (The connection of a matter has the same law as its purpose. Therefore, rule by this law as a complement).

Marriage Agreement is made with a notarial deed and the recording of the marriage agreement as referred to in article 22, recorded by the Head of the District KUA/PPN LN on the marriage certificate and marriage book. This is in line with the principle of avoiding harm, so it is necessary to have a recording, because the harm must be eliminated in accordance with the principle: الضرر يدفع بقدر الإمكان (difficulties must be eliminated), and the principle: الضرر يزال (Harm must be avoided as much as possible). One way to eliminate the harm is by administering the recording of the marriage agreement through recording. Indeed, the law on registration itself and the practice of marriage agreements did not exist during the time of the Prophet Muhammad. Changes in the law are in accordance with changes in the situation and conditions of an era as long as they remain within the lines of the provisions of the established sharia. Instructions regarding the existence of these changes contained in the principle: لا ينكر (It cannot be denied that there are changes in the law due to changes in the times), and the principle: والأحكام تتغير بتغير الأزمان (Changes in the law are based on changes in the times, places and circumstances). "In relation to the many benefits of a registration, it is also appropriate that the administration of the registration of marriage agreements needs to be preserved. and fostered to be even better, this is also in line with the values contained in the principle: (Every repetition of benefit due to the repetition of an action is prescribed for every person to increase the benefit by repeating that action, but there is benefit that is not prescribed for repetition). In line with the principle: : ما لا يتم الواجب إلا به فهو واجب (An obligatory matter that cannot be perfected except by a matter, then that matter becomes obligatory).

B. Content and Scope of Marriage Agreements

Referring to Law Number 11 of 1974 concerning Marriage, as amended by Constitutional Court Decision Number 69/PUU-XIII/2015, a marriage agreement can be made before, during, or during the marriage bond through a notary deed or a marriage registrar. In general, the contents of a marriage agreement include matters that deviate from the general rules of law (joint property), namely: (1) separation of property, which regulates that the property brought by each party (before marriage) and property acquired during the marriage (joint property)

remains the property of each party, not mixed, (2) separation of debts, which are brought before marriage or that arise during the marriage are the responsibility of each party, so that one party's assets are safe from being seized by the other party's debts, (3) management of property, which regulates who has the right to manage, supervise, and care for certain assets, (4) reciprocal gifts, which regulate the giving of gifts between husband and wife, (5) child custody, which regulates the agreement on custody in the event of divorce, and (6) other obligations, such as prohibitions on committing acts of domestic violence (KDRT), prohibitions on neglecting the wife, or agreements regarding joint education/college.

The scope of this agreement is limited by law so as not to conflict with the principles of marriage itself, including: (1) third parties. Marriage agreements also apply to third parties (for example banks or creditors) as long as the third party is involved, especially if the agreement is registered, (2) legal, religious and moral boundaries. An agreement is invalid if it violates legal, religious and moral boundaries, (3) prohibitions in the agreement. It must not deviate from the husband's authority (according to the Civil Code), must not waive the right to inherit property to children, must not stipulate that joint debt responsibilities are greater than profits, and must not be based on foreign law or use general words that refer to customary law, and (3) can be changed/revoked. Based on MK Decision 69/2015, an agreement can be changed or revoked during the marriage with mutual consent, as long as it does not harm a third party.

V. CONCLUSION

The reconstruction of marriage agreements in Indonesia refers to the process of refining or reinterpreting legal provisions related to premarital agreements or postnuptial agreements, with the aim of increasing the protection of individual rights, particularly for women, and avoiding potential conflicts within the family. This is based on Law Number 1 of 1974 concerning Marriage, the Compilation of Islamic Law (KHI), and Constitutional Court Decision Number 69/PUU-XIII/2015, which reformed the boundaries of agreements to be more inclusive and proportional. This reconstruction emphasizes the principles of legal certainty, gender equality, and adaptation to modern social dynamics, including the impact of globalization and changing cultural values. The reconstruction of marriage agreements following Constitutional Court Decision Number 69/PUU-XIII/2015 confirms that separation of assets agreements can be made both before and during marriage without requiring court approval. This legal instrument serves to protect inherited assets and facilitate mixed marriages, with the mandatory requirement that they be made through a notarial deed to ensure legal certainty and third-party protection. It is recommended that implementing regulations be

revised, registration procedures be socialized more effectively, and notaries be more vigilant in ensuring good faith and asset details.

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