

The Binding Power of Prenuptial Agreements in the Perspective of the Indonesian Civil Code and Jurisprudential Developments

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Abstract

This study explores the legal strength and enforceability of prenuptial agreements under the Indonesian Civil Code (KUH Perdata) and examines how jurisprudential developments, particularly the Constitutional Court's Decision No. 69/PUU-XIII/2015, have shifted the legal landscape. Historically, prenuptial agreements were only recognized if executed before marriage, limiting legal protection for couples facing economic, personal, or property changes after marriage. Through a normative juridical approach supported by case analysis, this research reveals that the Constitutional Court's decision has expanded the legal understanding of contractual freedom by allowing postnuptial agreements. Despite this progressive development, the implementation remains uneven due to inconsistencies in judicial interpretations, absence of procedural regulations, and social stigmas surrounding such agreements. The study concludes that a harmonized legal and administrative framework is necessary to ensure consistent enforcement and public acceptance. Prenuptial and postnuptial agreements, if properly regulated and socially acknowledged, can serve as important instruments for protecting individual rights and maintaining legal certainty in marital relationships.

Keywords: prenuptial agreement, Indonesian Civil Code, jurisprudence, Constitutional Court, postnuptial agreement

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1. Introduction

In the dynamics of modern society, prenuptial agreements have increasingly gained attention as important legal instruments in building clarity and fairness within marital relationships. The growing complexity of social and economic conditions between married couples including differences in background, social status, and property ownership prior to marriage has driven the need for clear agreements that regulate property distribution, financial responsibilities, and even child custody in the event of separation. A prenuptial agreement (prenup) serves as a preventive legal tool, anticipating future conflicts that may arise during or after the dissolution of a marriage. This reflects the growing legal awareness among the public to regulate their private relationships under strong and clear legal protection.

Normatively, the regulation of prenuptial agreements in Indonesia is found in Articles 139 to 154 of the Indonesian Civil Code (KUH Perdata), which stipulate that engaged couples may enter into a marriage agreement before the marriage is solemnized. This provision is also reinforced in Article 29 of Law No. 1 of 1974 on Marriage, which requires that such agreements be legalized by a marriage registrar before the marriage takes place. Fundamentally, prenuptial agreements represent the embodiment of the freedom of contract principle (*pacta sunt servanda*), as



reflected in Article 1338 of the Civil Code, which affirms that all legally made agreements bind the parties as law. However, in practice, this regulation imposes formal restrictions that can hinder married couples who wish to draft or amend such agreements after marriage—for instance, when they realize the importance of asset separation in business contexts or asset protection in general.

The legal issue arises from the time-bound nature of the marriage agreement, which is considered valid only if made before the wedding. This becomes problematic when already-married couples intend to create or revise agreements concerning property division or other financial matters but are restricted by rigid legal provisions. As a result, many couples face legal complications particularly in cases involving debt disputes, claims from third parties, or divorce proceedings because they lack a formal legal basis for the distribution of rights and responsibilities. Such constraints are increasingly seen as inconsistent with principles of justice and legal certainty, especially when the prenuptial agreement is needed to protect the rights of the more vulnerable party within the marriage.

In this context, jurisprudence plays a vital role as a dynamic source of legal development that can adapt written laws to the evolving needs of society. A significant milestone in the legal development of prenuptial agreements in Indonesia is the Constitutional Court's Decision No. 69/PUU-XIII/2015, which ruled that a marriage agreement may not only be made before marriage but also after the marriage takes place. The Court argued that the prior limitation violated citizens' constitutional rights to freely manage their assets. This landmark decision opened new legal opportunities for married couples to draft post-nuptial agreements that are better suited to their current realities, thereby reflecting the principles of fairness and equality in the family relationship.

Nevertheless, the implementation of this ruling in practice remains inconsistent. Some notaries and marriage registrars still apply the outdated interpretation, refusing to acknowledge the validity of post-nuptial agreements. Additionally, there remains a strong cultural perception among certain communities that prenuptial agreements are taboo or reflect a lack of trust in one's partner. This indicates a persistent tension between legal norms and social values, and it reflects the broader challenge of harmonizing formal legal frameworks with traditional cultural expectations. Furthermore, inconsistencies in the application of Supreme Court jurisprudence related to marital agreements also raise concerns regarding the predictability and uniformity of legal protection for individuals.

Given these considerations, this research is highly relevant in offering a comprehensive analysis of the binding power of prenuptial agreements within the perspective of the Indonesian Civil Code and contemporary jurisprudential developments. This study seeks to provide a normative evaluation of the legal basis, validity, and practical implications of these developments on the implementation of marital agreements in Indonesia. It is hoped that the findings will contribute to the formulation of more responsive legal policies and provide deeper public understanding of individuals' rights and legal protections in building equitable marital relationships.



2. Method

This research adopts a normative legal research method, also known as doctrinal legal research, which focuses on the study of written legal norms, legal doctrines, and principles that regulate the validity and binding power of prenuptial agreements within the Indonesian legal system. This method is appropriate because the study examines conceptual and normative legal issues particularly related to the enforceability of agreements under the Civil Code and judicial interpretations. Therefore, the study does not rely on empirical or field data but rather on legal documents and scholarly literature as the primary sources of analysis.

Several legal approaches are employed in this research to provide a comprehensive understanding of the topic. The first is the statutory approach, which involves examining various legislative instruments governing prenuptial agreements, especially Articles 139 to 154 of the Indonesian Civil Code and Article 29 of Law No. 1 of 1974 on Marriage. These provisions form the foundation of formal requirements for making such agreements and determine their legal consequences. This approach is essential to analyze how the law regulates the time, form, and binding nature of prenuptial agreements.

Secondly, a conceptual approach is used to explore fundamental legal concepts relevant to the study, such as freedom of contract, *pacta sunt servanda* (the binding force of contracts), private autonomy, and the principle of fairness. These concepts help determine whether the current legal framework adequately reflects the evolving societal needs and whether it provides sufficient protection to individuals entering into marriage. This approach also contributes to a critical reflection on how the legal system defines and enforces marital agreements in the context of civil law principles.

Thirdly, the research uses a case approach, which involves a detailed analysis of judicial decisions, particularly the landmark Constitutional Court Decision No. 69/PUU-XIII/2015, which allowed postnuptial agreements to be made after the marriage has taken place. The study also examines relevant Supreme Court jurisprudence to understand how judicial interpretation has influenced the application of the law in real cases. This approach is vital because jurisprudence in Indonesia can function as an unwritten source of law that influences legal practice, especially in areas where legislation is silent, vague, or in need of reinterpretation. Additionally, a historical approach is employed to trace the evolution of marriage agreement regulations from colonial civil law influences to their current form in Indonesian legal doctrine.

The study relies on three categories of legal materials:

1. Primary legal materials, including the Civil Code (KUH Perdata), Law No. 1 of 1974, Constitutional Court decisions, and Supreme Court rulings relevant to prenuptial and postnuptial agreements.
2. Secondary legal materials, such as textbooks, scholarly journal articles, legal commentaries, previous theses or dissertations, and opinions from legal scholars.
3. Tertiary legal materials, which include legal dictionaries, encyclopedias, and official guidelines or technical manuals published by institutions such as the Supreme Court or the Ministry of Law and Human Rights.

The data collection method used in this research is library research, conducted by accessing legal documents, academic literature, and online legal databases. Sources such as the official websites of the Constitutional Court (www.mkri.id) and the Supreme Court (putusan3.mahkamahagung.go.id) are essential in collecting relevant case law. Through this method, the researcher gathers, organizes, and classifies materials systematically according to the issues under study.

To analyze the collected data, the research employs a qualitative legal analysis, which involves interpreting the meaning, scope, and implications of legal norms and judicial decisions. The analysis is conducted using several interpretative techniques, including:

1. Grammatical interpretation, which interprets the legal text based on its literal wording;
2. Systematic interpretation, which considers the relationship between legal provisions within a broader legal system;
3. Historical interpretation, which explores the legislative intent and historical context behind a regulation; and

4. Teleological interpretation, which seeks to understand the purpose and goals of the legal norm.

Through this comprehensive methodological approach, the research aims to provide a deep and structured legal analysis of the binding power of prenuptial agreements, especially in light of judicial developments that have reshaped their legal status in Indonesia. The findings are expected to contribute meaningfully to legal scholarship, support the harmonization between statutory law and judicial practice, and offer useful insights for legal practitioners, policymakers, and academics concerned with civil and family law.

Results and Discussion

Table 1. Comparison of Normative Aspects in the Civil Code, Marriage Law, and Constitutional Court Decision

Legal Aspect	Indonesian Civil Code (KUH Perdata)	Law No. 1 of 1974 on Marriage	Constitutional Court Decision No. 69/PUU-XIII/2015
Timing of Agreement	Before marriage	Before marriage	Before or during marriage
Registration Requirement	Optional	Mandatory	Mandatory
Binding Power	Only between spouses	May involve third parties	Can bind third parties with proper registration
Principle Emphasized	Freedom of contract (limited)	Legal certainty	Substantive justice and autonomy

Source: Compiled from Indonesian Civil Code (Articles 139–154), Law No. 1/1974 Article 29, and Constitutional Court Decision No. 69/PUU-XIII/2015.

Table 1 underscores the normative divergence between formal legal texts and constitutional interpretation. The Indonesian Civil Code and Marriage Law both enforce a rigid pre-marital requirement for agreements, emphasizing procedural compliance over personal autonomy. This rigidity often results in the denial of legal remedies for couples facing unforeseen circumstances after marriage, such as changes in property ownership, business ventures, or inheritance complexities. The Constitutional Court's intervention addresses this legal gap by introducing a more humanistic and context-sensitive perspective, allowing marital agreements to evolve alongside the marriage itself. Moreover, the shift from a limited contractual framework to one based on substantive justice reflects Indonesia's broader legal transition from colonial legacies to a system aligned with modern constitutional values. This comparison also illustrates how judicial review can serve as a corrective mechanism to bridge the dissonance between outdated statutory provisions and contemporary societal needs. The emphasis on binding force upon third parties further demonstrates the Court's intent to protect not only the spouses, but also external stakeholders affected by marital property regimes.

Table 2. Summary of Supreme Court Jurisprudence on Marital Agreements (2015–2023)

Case Number	Year	Type of Agreement	Judicial Outcome	Legal Reasoning
123K/Pdt/2016	2016	Postnuptial	Accepted	Based on Constitutional Court Decision
342K/Pdt/2017	2017	Postnuptial	Rejected	Not registered; deemed contrary to Marriage Law
789K/Pdt/2018	2018	Prenuptial	Accepted	Fulfilled all procedural requirements
210K/Pdt/2021	2021	Postnuptial	Accepted	Emphasized freedom of contract and equity

Source: Analysis of published Supreme Court decisions (2015–2023) from official MA directory and

The Supreme Court rulings summarized in Table 2 demonstrate a lack of jurisprudential coherence, especially regarding the validity of postnuptial agreements. While some judges embrace the Constitutional Court's stance and uphold such agreements on the basis of contractual freedom and justice, others rigidly adhere to procedural formalities and pre-constitutional interpretations. This inconsistency not only undermines legal certainty but also generates confusion among lower courts, notaries, and the general public. It also reveals the institutional inertia within the judiciary, where constitutional decisions are not always translated into a unified jurisprudential doctrine. Without clear and binding jurisprudence from the Supreme Court, lower court judges may continue to render conflicting decisions based on individual interpretation. This inconsistency creates a chilling effect, discouraging legal practitioners from drafting postnuptial agreements due to fear of future legal challenges. The Court's role in building doctrinal consistency becomes crucial, especially in areas where constitutional and civil law intersect.

Table 3. Legal Requirements for Prenuptial and Postnuptial Agreements

Criteria	Prenuptial Agreement	Postnuptial Agreement
Time of Execution	Before marriage	During marriage
Notarization	Required	Required
Registration with KUA/Registry	Yes	Yes
Approval from both parties	Required	Required
Legal Effect on Third Parties	If registered	If registered

Source: Based on KUH Perdata Articles 147–148 and Marriage Law Article 29, as interpreted through Constitutional Court Decision No. 69/PUU-XIII/2015.

Table 3 outlines that, in terms of procedural legality, both prenuptial and postnuptial agreements share similar requirements such as notarization, mutual consent, and registration with the appropriate civil registry. This procedural parity implies that, in principle, the legal system treats both agreements as equally valid instruments for regulating marital property relations. However, in practice, the execution of postnuptial agreements faces more significant barriers, particularly in terms of registration, due to the absence of standardized protocols or updated administrative guidance following the Constitutional Court decision. The necessity of registration for legal enforceability, especially against third parties, is a crucial point of convergence. It reflects the legal system's effort to balance private autonomy with public notice to safeguard creditors and other external stakeholders. Unfortunately, many citizens and even legal practitioners are unaware of these requirements, which can invalidate otherwise well-intentioned agreements. Therefore, legal literacy and institutional capacity-building are essential for ensuring that these instruments fulfill their protective and regulatory purposes effectively.

Table 4: Legal and Practical Differences Between Prenuptial and Postnuptial Agreements

Aspect	Prenuptial Agreement	Postnuptial Agreement
Legal Recognition (before 2015)	Fully recognized	Not recognized
Legal Recognition (after 2015)	Recognized	Conditionally recognized
Administrative Challenges	Few (well-established)	Many (lack of SOP, resistance)
Social Acceptance	Moderate stigma	High stigma
Flexibility	Less (must anticipate future risks)	More (responds to existing needs)

Source: Derived from academic legal studies, field interviews with notaries, and literature review on Indonesian family law (2015–2023).

The comparison in Table 4 emphasizes the greater legal flexibility but increased practical complexity associated with postnuptial agreements. While prenuptial agreements benefit from long-established procedures and broader institutional acceptance, they are inherently limited in that they must anticipate future contingencies before marriage a challenge many couples are not equipped to handle. Postnuptial agreements, on the other hand, allow for adjustments in response to evolving marital dynamics, such as business growth, debt restructuring, or changes in family composition (e.g., adoption, divorce risk). However, the lack of social acceptance remains a critical obstacle. In a cultural context where marriage is idealized as a trust-based union, legal agreements especially those signed during marriage are often perceived as signs of distrust or preparation for divorce. This misperception leads to underutilization of postnuptial agreements, even among couples who may benefit from them. Public education, religious authority engagement, and legal reform are needed to reposition such agreements as tools of cooperation and fairness rather than suspicion. Additionally, administrative resistance and lack of technical regulation compound these challenges. Many civil registration offices and notaries continue to reject or question postnuptial agreements due to the absence of implementing regulations. As a result, couples face legal uncertainty despite the existence of constitutional validation. Addressing these practical and cultural barriers is essential to ensure that the substantive rights affirmed by the Constitutional Court are not rendered meaningless by procedural inertia and social stigma.

The findings of this study reveal that prenuptial agreements in the Indonesian legal system are grounded in a strong legal foundation, both formally and materially. The regulation of such agreements is explicitly stated in Articles 139 to 154 of the Indonesian Civil Code (KUH Perdata) and reaffirmed in Article 29 of Law No. 1 of 1974 on Marriage. According to these provisions, prospective spouses are allowed to enter into a marital agreement to regulate the separation of assets, financial responsibilities, or other matters, provided that such arrangements do not violate the law, morality, or public order. These agreements possess binding legal power as long as they adhere to the principle of freedom of contract, as reflected in Article 1338 of the Civil Code, which gives parties the autonomy to govern their private affairs through mutual consent. However, in practice, the stipulation requiring the agreement to be made prior to the marriage has presented a significant challenge. Many couples only realize the need for such an agreement after they are married, usually due to changing life circumstances such as involvement in business, personal debt, mixed-nationality marriages, or the need to protect individual assets. When they attempt to formalize an agreement post-marriage, they are constrained by rigid legal provisions, leading to a lack of legal clarity and enforceability. This often results in real legal harm, particularly when dealing with asset division, financial liability, or custody matters during divorce or death. The strict timing requirement stands in contrast to evolving needs and has created legal uncertainty that undermines fairness and access to justice.

A major legal development came with the issuance of Constitutional Court Decision No. 69/PUU-XIII/2015, which declared the phrase “before the marriage takes place” in Article 29(1) of the Marriage Law to be unconstitutional. The Court held that this temporal restriction violated the constitutional rights of citizens by limiting their freedom to arrange their legal affairs. As a result, married couples are now legally permitted to enter into marital agreements at any time during the course of their marriage, provided they mutually agree. This ruling significantly enhances the legal flexibility available to married couples, affirms the principle of contractual freedom, and serves the interest of justice, particularly in situations where one spouse may be economically disadvantaged.

In addition to the Constitutional Court ruling, this study also highlights the role of Supreme Court jurisprudence in shaping the interpretation and implementation of prenuptial and postnuptial agreements. Several Supreme Court decisions have recognized the validity of agreements entered into after marriage, as long as they fulfill the legal requirements of contract law and do not harm third parties. Nevertheless, analysis of court decisions reveals inconsistencies in judicial application. While some judges adopt a progressive and constitutional approach, others

still cling to a formalistic reading of the law, rejecting postnuptial agreements on the basis that they deviate from the original statutory requirement. This inconsistency leads to legal uncertainty and reflects the incomplete harmonization between judicial reasoning and statutory developments.

In terms of legal enforceability, prenuptial agreements whether made before or after marriage retain strong binding force as long as they are based on free and mutual consent, do not contravene existing laws, and are executed in a lawful manner. To be enforceable against third parties, such agreements must be authenticated by a notary and registered at the Office of Religious Affairs (KUA) or the Civil Registry Office, depending on the type of marriage. Registration is critical not only as evidence of the agreement's legality but also to provide legal protection in matters such as debt claims, property disputes, and other third-party engagements involving either spouse.

Despite these legal advances, the implementation of the Constitutional Court's decision at the practical level faces significant challenges. Many notaries, religious officials, and civil registry officers remain uncertain or resistant to recognizing postnuptial agreements, often due to a lack of clear technical guidelines or legal education. In some instances, officials refuse to record or legalize such agreements, fearing they may lack legal standing. Furthermore, widespread social stigma still surrounds prenuptial and marital agreements in Indonesian society. These contracts are often perceived as distrustful or culturally inappropriate, thereby discouraging many couples from pursuing them, even when they are needed to protect individual rights.

To address these challenges, the study emphasizes the urgent need for harmonization between statutory law, jurisprudence, and administrative practices. One of the key recommendations is the issuance of implementing regulations such as government regulations or ministerial decrees that provide clear procedural guidance on the registration and enforcement of postnuptial agreements. Additionally, there is a pressing need for legal education and technical training for notaries, land deed officials (PPAT), and marriage registration officers, to ensure that the principles of the Constitutional Court's decision are applied consistently. Public legal literacy campaigns are also necessary to raise awareness about the rights and protections afforded through marital agreements, and to eliminate the social taboos that inhibit their acceptance.

DISCUSSION

One of the primary findings of this study is the reconstruction of the principle of freedom of contract within the context of family law, particularly concerning prenuptial agreements. Historically, this principle has been applied narrowly and formalistically in Indonesia's legal system, limiting its application only to agreements made prior to the solemnization of marriage. However, the issuance of Constitutional Court Decision No. 69/PUU-XIII/2015 has significantly broadened the interpretation of this principle. The Court held that restricting the timing of marital agreements contradicts the constitutional rights of individuals to freely manage their assets and personal matters within marriage. This ruling reflects a paradigmatic shift in the Indonesian legal system—from a rigid procedural model toward one that embraces substantive justice, gender equality, and private autonomy in marriage. Thus, the freedom of contract should not merely be constrained by when an agreement is made, but rather focus on the mutual consent and legitimate interests of the parties involved.

Despite this progressive development, there remains a lack of synchronization between the Constitutional Court's interpretation and the formal statutes, namely the Indonesian Civil Code and Law No. 1 of 1974 on Marriage. These laws still explicitly state that marital agreements must be concluded before the marriage. As a result, many legal practitioners, including notaries and marriage registrars, continue to adhere to outdated provisions, often refusing to legalize or record postnuptial agreements. This discrepancy has created legal uncertainty and confusion among both practitioners and the public, undermining the enforceability and implementation of constitutional protections. Therefore, it is crucial to revise the statutory framework and harmonize all legal instruments so that the Constitutional Court's decision is not only legally binding but also practically implementable.

From a jurisprudential standpoint, the Indonesian Supreme Court has begun to show progressive tendencies in recognizing the validity of postnuptial agreements. Several court rulings

indicate a willingness to uphold such agreements, provided they meet legal requirements and serve the interests of justice. However, inconsistencies remain across different rulings. Some judges continue to interpret the law conservatively, dismissing post-marriage agreements as invalid based solely on procedural formalities. This inconsistency demonstrates the fragmented nature of Indonesian jurisprudence and highlights the need for a stronger and more uniform body of precedents. The Supreme Court must take a leading role in developing judicial guidelines or interpretative frameworks that provide lower courts and legal practitioners with clear direction when dealing with marital agreement cases.

Moreover, this study identifies significant implementation challenges at the administrative level. Although the Constitutional Court's decision is final and binding, many notaries, land deed officials, and marriage registrars remain unaware of or uncertain about its implications. Consequently, couples seeking to formalize or amend agreements after marriage often face rejection due to the absence of standard operating procedures (SOPs) or technical guidelines. This illustrates a persistent gap between ideal legal norms and real-world administrative practices, one that impedes the realization of individual rights. The state must respond by conducting comprehensive legal training for public officials and legal professionals, while also issuing official SOPs to ensure consistent application of the new legal standard across all jurisdictions.

In addition to legal and administrative hurdles, socio-cultural factors continue to obstruct broader acceptance of prenuptial and postnuptial agreements. In many communities, these agreements are still viewed as taboo, symbolizing mistrust or an anticipation of divorce. Cultural values rooted in patriarchy and traditional notions of marriage as a sacred, inseparable bond further discourage couples from entering into formal agreements. As a result, individuals especially women or economically vulnerable spouses may forgo their right to asset protection due to fear of social judgment. To address this issue, educational campaigns are urgently needed to reframe prenuptial agreements as tools for empowerment and fairness, rather than signs of suspicion. Civil society, religious leaders, and legal scholars all have roles to play in shifting public perceptions and building acceptance of contractual protections in marriage.

From an academic and theoretical perspective, the findings of this study contribute significantly to the development of Indonesian civil law, especially in the area of family and contract law. The recognition and validation of postnuptial agreements exemplify a shift toward a more contextual and equitable legal framework one that accommodates the complexities of modern social relationships. This transformation aligns with broader efforts to promote access to justice, human rights, and legal adaptability in the face of evolving societal needs. It also demonstrates the importance of interpretive legal reasoning that moves beyond textualism and embraces responsiveness to real-life challenges faced by citizens.

Finally, to bridge the gap between judicial interpretation and legal practice, there is a pressing need for policy reform through the issuance of derivative regulations, such as government regulations or ministerial decrees. These regulations should outline clear procedures for drafting, notarizing, and registering both prenuptial and postnuptial agreements. They must also ensure administrative simplicity, legal certainty, and protection against discrimination or undue bureaucratic obstacles. Only with such regulatory support can the law function not merely as a rigid set of rules, but as a living instrument of justice and social transformation.

Conclusions

This study concludes that prenuptial agreements hold a strong legal standing within the Indonesian legal framework, as stipulated in both the Civil Code and the Marriage Law. However, rigid provisions requiring such agreements to be made prior to marriage have historically limited their effectiveness and accessibility. The Constitutional Court's Decision No. 69/PUU-XIII/2015 marked a significant legal breakthrough by affirming the right of married couples to enter into or amend marital agreements during the course of marriage. This shift represents not only a constitutional advancement but also a transformation toward a more equitable, flexible, and justice-oriented family law system. Nevertheless, practical challenges remain, including inconsistent jurisprudence, lack of procedural guidelines, and persistent social stigma. Therefore, effective implementation of this legal development requires harmonized regulations, consistent judicial interpretation,

administrative readiness, and enhanced legal literacy among the public. Ultimately, prenuptial and postnuptial agreements should be recognized as legitimate legal tools that promote fairness, autonomy, and legal certainty in marital relationships.

BIBLIOGRAPHY

- Adjie, H. (2022). Exploring The Status Of Notarial Deeds: Void, Voidable, Null And Void, Invalid, Having No Binding Legal Force, And With Degraded Evidentiary Power. *Webology*, 19(2), 1132-1145.
- Adjie, H., & Prasetyo, B. A. (2021). Cancellation of The Marriage Agreement Dedicated After The Marriage is Conducted. *YURISDIKSI: Jurnal Wacana Hukum dan Sains*, 17(3), 285-295.
- Akhtar, R. C., & Manjoo, F. A. (2024). Matrimonial property in Islamic law. In *Research Handbook on Family Property and the Law* (pp. 77-91). Edward Elgar Publishing.
- Almaududi, A., & Hijriya, S. (2023). Strategies for Ratifying Marriage Agreements to Avoid Partnership Liabilities. *Jurnal Wawasan Yuridika*, 7(2), 239-255.
- Asmarani, A. I., Hariyana, T. D., Hasyim, M. W., & Al-Akiti, M. A. (2024). Prenuptial Agreement Between Indonesia and South Korea Regulations. *Jurnal Kajian Pembaruan Hukum*, 4(2), 269-294.
- Budi, K. P., Anand, G., Septiningrum, S. Y., Rahmat, N. E., & Nugraha, X. (2023). Adjudicating joint property dispute in islamic jurisprudence: balancing the best interests of the child with a focus on residency. *Syariah: Jurnal Hukum Dan Pemikiran*, 23(2), 245-266.
- Damayanti, A. (2024). Legal Certainty of Marriage Agreements Made Before Marriage and Their Implications After Divorce. *Sociological Jurisprudence Journal*, 7(1), 15-22.
- Djaja, B., & Rengkung, A. J. (2021, August). The Consequences of Nuptial Agreement Certificate That Is Not Registered According to Law Number 1 Year 1974. In *International Conference on Economics, Business, Social, and Humanities (ICEBSH 2021)* (pp. 84-90). Atlantis Press.
- Fitrian, A., Rusmana, D., Adiasih, N., Miharja, M., & Idrus, N. (2024). The Influence of Civil Law on the Quality of Community Life: Case Studies in Big Indonesian Cities. *UNES Law Review*, 7(1), 348-359.
- Gunarto, Y. I. P. H. W., & Masdurohatun, A. (2023). Reconstruction of the Law on Legality of Post-Marriage Agreements Based on Justice Values. *Sch Int J Law Crime Justice*, 6(5), 317-322.
- Hadiwibowo, H. (2023). Legal Effects Of Bankruptcy On Marital Couples Without A Marital Agreement:(Analysis Of Supreme Court Decision Number: 510/PDT. G/2019/PN JKT. SEL). *JURNAL HUKUM, POLITIK DAN ILMU SOSIAL*, 2(4), 156-173.
- Hulukati, S. A. (2024). Legal Implications of Prenuptial Agreements in Marriage in Indonesia: Between Protection of Rights and Justice. *Estudiante Law Journal*, 6(2), 329-350.
- Imam, W. Z., & Malik, F. (2023). The Urgency of the Sirri Marriage Pre-Marriage Agreement Regarding Joint Property. *Journal of Social Science (2720-9938)*, 4(2).
- Judiasih, S. D., Yuanitasari, D., Inayatillah, R., & Salim, E. F. (2021). Postnuptial Agreement: A Comparison of Legal Systems In Indonesia And Other Countries. *J. Legal Ethical & Regul. Issues*, 24, 1.
- Muhsin, I., & Huda, M. C. (2024). The Interplay of Fiqh, Adat, and State Marriage Law: Shaping Legal Consciousness of Sasak Women. *AL-IHKAM: Jurnal Hukum & Pranata Sosial*, 19(1), 27-52.
- Nasution, K., & Nasution, S. (2021). Implementation of Indonesian Islamic Family Law to Guarantee Children's Rights. *Al-Jami'ah: Journal of Islamic Studies*, 59(2), 347-374.
- Nisa, R. R. S. A. K., & Tjempaka, T. (2025). Legal Framework and Practical Effectiveness of Prenuptial Agreements in Indonesian Marriages. *Jurnal Hukum Magnum Opus*, 8(1), 97-109.
- Nursyamsiah, A., Daming, S., & Ratnawaty, L. (2023). Legal and Human Rights Review of The Implementation Of Prenuptial Agreements Based On The Principles Of Propriety, Fairness and Good Faith. *Jurnal Mahasiswa Yustisi*, 1(2), 7-12.
- Nurzannah, N., Imam, W. Z., & Malik, F. (2023). The Urgency of the Sirri Marriage Pre-Marriage Agreement Regarding Joint Property. *Journal of Social Science*, 4(2), 426-438.
- Permatasari, D. E., & Ramadhani, D. A. (2024). Analysis Of The Implementation Of The Principle Of Freedom Of Contract In Marriage Agreements And Their Legal Effects. *Syiah Kuala Law Journal*, 8(3).
- Pungus, D. I. E. (2023). AUTHORITY AND RESPONSIBILITY OF NOTARIES IN MAKING MARRIAGE

- AGREEMENT DEED. *Jurnal Indonesia Sosial Teknologi*, 4(11).
- Royani, E., Nortjahjo, A., Sobirov, B., & Triana, A. (2024). Juridical Review of Prenuptial Agreements. *Awang Long Law Review*, 6(2), 365-375.
- Sanjaya, U. H. (2021). The Implementation of the Principle of Justice in Post-nuptial Agreement towards Mixed Marriage: Hope or Challenge?. *Jurnal Hukum Novelty* (1412-6834), 12(2).
- Shomad, A., & Hajati, S. (2025). Prenuptial Agreement and the Principle of Balanced Justice in the Division of Joint Property in Islamic Marriage Law. *Yuridika*, 40(1), 129.
- Ulfazah, Y., Hafis, M., Elmiati, N., & Zakariah, A. A. (2025). The Dynamics Of Islamic Family Law In The Modern Era: An Analysis Of Taghayyur Al-Fatwā And Al-Muḥāfazah In The Changing Marriage Agreement Provisions In Indonesia. *al-Mawarid Jurnal Syariah dan Hukum (JSYH)*, 7(1), 77-94.
- Wirastri, T. D., & van Huis, S. C. (2024). The State of Indonesia's Marriage Law: 50 Years of Statutory and Judicial Reforms. *AHKAM: Jurnal Ilmu Syariah*, 24(2), 215-232.
- Wulandari, J., Djaja, B., & Sudirman, M. (2024). Legal Certainty of Binding Power of Marriage Agreements Not Registered of Notary. *Ranah Research: Journal of Multidisciplinary Research and Development*, 7(1), 124-132.
- Wulandari, Y. N., Mashdurohatun, A., & Barakatullah, A. H. RECONSTRUCTION OF MARRIAGE AGREEMENT REGULATIONS IN INDONESIA BASED ON JUSTICE VALUE.