

## Optimizing Notary's Role in Creating Marriage Agreements in Pekanbaru After Constitutional Court Decision No. 69/PUU/XIII/2015

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**Abstract.** *Constitutional Court Decision No. 69/PUU-XIII/2015 has brought about a significant paradigm shift in Indonesian marriage contract law, allowing for the creation of such contracts during the course of a marriage. This change necessitates a shift in the role of notaries from mere document creators to active and responsive legal educators. However, implementation in the city of Pekanbaru shows that the optimization of this role has not been fully achieved, marked by low legal literacy among the public, structural barriers, and the lack of integration between the notarial service system and regulations and technology. The main problem is the passive attitude of Notaries, who only respond to requests without proactively providing legal education. This empirical legal research aims to analyze and formulate a concept for optimizing the role of notaries in the creation of authentic marriage agreements following the Constitutional Court's decision in Pekanbaru. Using a sociological-legal approach with qualitative methods, this research is descriptive-analytical and exploratory in nature. Data collection was conducted through in-depth interviews, participatory observation, and focus group discussions, as well as document and literature studies. The research results indicate an increase in the creation of marriage agreement deeds following the Constitutional Court ruling, but the number remains low compared to the total number of marriages. The majority of clients come from highly educated groups and have economic-business motivations. The main challenges include inconsistent technical regulations, insufficient socialization, variations in notarial practices, and ineffective third-party protection mechanisms. As an innovation, this study proposes a model for transforming the role of notaries into a proactive-educational, inter-institutional collaborative, and digitally adaptive role. This model is expected to strengthen the position of notaries as an essential legal profession in protecting marriage law in Indonesia.*

**Keywords:** *Agreement; Court; Marriage; Role.*

### 1. INTRODUCTION

Marriage as a spiritual and physical bond between a man and a woman not only creates an emotional relationship, but also gives rise to complex legal consequences, especially in terms of property management. A prenuptial agreement serves as a legal instrument that provides certainty and legal protection for married couples in regulating their rights and obligations regarding their property.(Subekti, 2018: 67). In

the context of the Indonesian legal system, the creation of a marriage agreement requires the involvement of a notary as a public official authorized to draw up authentic deeds, which have full probative force before the law.(Adjie, 2019: 45).

The role of a notary in the preparation of marriage agreements cannot be underestimated, given the legal complexities involved. As a public official authorized to prepare authentic deeds, notaries have a significant responsibility to ensure that every clause in a marriage agreement complies with applicable laws and regulations.(Kie, 2007: 89). Authentic deeds drawn up by notaries have evidentiary power in terms of form and substance, making them perfect pieces of evidence in the Indonesian judicial system.(Mertokusumo, 2018: 156). However, the optimization of the role of notaries in the context of education and providing legal understanding to the public has not yet been fully realized.

The dynamics of marriage contract law in Indonesia have undergone significant changes following the issuance of Constitutional Court (MK) Decision No. 69/PUU-XIII/2015, which provides a new interpretation of Article 29 of Law No. 1 of 1974 on Marriage. This decision allows marriage agreements to be made not only before the marriage takes place but also during the marriage, thereby opening up greater flexibility for married couples to manage their assets (Yuvens, 2018: 792). This paradigm shift in law requires notaries to adapt and transform their role from mere document drafters to proactive legal educators who provide guidance to the public.

The reality on the ground shows that the level of legal literacy among Indonesians, particularly with regard to marriage agreements, is still relatively low. Many couples do not understand the urgency and benefits of marriage agreements in providing legal protection for their assets (Budiono, 2017: 23). This lack of understanding often leads to prolonged disputes over joint property when divorce occurs or one party passes away. This situation indicates the need to optimize the role of notaries in providing comprehensive understanding of the importance of marriage agreements to prospective couples or married couples.

Pekanbaru, as the capital city of Riau Province with rapid economic growth and high urbanization rates, faces unique challenges in implementing marriage agreements. The heterogeneity of Pekanbaru's population, which consists of various ethnic groups and cultural backgrounds, creates its own complexities in the application of marriage agreement laws. Additionally, as a business and trade hub in central Sumatra, Pekanbaru has a population with varying levels of economic well-being, making the need for asset protection through marriage agreements increasingly relevant. However, public awareness of the importance of marriage agreements in Pekanbaru still needs to be enhanced through the active role of notaries as legal educators.

The problem that arises in practice is that many notaries still play a passive role, merely serving clients' requests without proactively educating them about the importance of marriage agreements. This reactive approach causes many couples to miss out on opportunities to obtain optimal legal protection for their assets (Dwinopianti, 2017: 159). In fact, in the context of Constitutional Court Decision Number 69/PUU-XIII/2015, notaries have a greater opportunity to play an active role in educating married couples to make marriage agreements to protect assets acquired during marriage.

The urgency of transforming the role of notaries from a passive-reactive paradigm to an active-proactive one has become an urgent need in the context of contemporary legal developments. Notaries can no longer position themselves merely as “stampers” who certify documents, but must transform themselves into legal consultants who provide comprehensive education to the public (Anshori, 2019: 134). This transformation is in line with the demands of professionalism for notaries as public officials who have a moral and legal responsibility to educate the nation through the dissemination of legal understanding to the public.

Based on the above description of the problem, this study aims to analyze and formulate a concept for optimizing the role and function of notaries in the process of creating authentic marriage agreements in Pekanbaru following Constitutional Court Decision No. 69/PUU-XIII/2015. This study is expected to provide theoretical contributions in the form of a concept for transforming the role of Notaries from a passive paradigm to a proactive-educational one, as well as practical contributions in the form of a model for implementing the educational role of Notaries that can be applied in daily practice to enhance public legal awareness of the importance of marriage agreements as legal protection instruments.

## **2. RESEARCH METHOD**

This research is empirical law (*socio-legal research*) to examine the implementation of legal norms in notarial practice in the city of Pekanbaru. The approach used is a socio-juridical approach with a qualitative approach to analyze the implementation of Constitutional Court Decision Number 69/PUU-XIII/2015 in notarial practice. The research specification is descriptive, analytical, and exploratory in the city of Pekanbaru as the research location, considering it is the capital of Riau Province with a significant number of active notaries. Data collection methods use primary data through in-depth interviews with notaries, clients, and related officials; participatory observation of the deed-making process; and Focus Group Discussions (FGD) with notarial stakeholders. Secondary data was obtained from studies of legal regulations, court decisions, marriage agreements, and literature reviews. Data analysis methods used qualitative analysis with content analysis and the interactive analysis model by Miles and Huberman (data reduction, data presentation, and drawing conclusions). Data validity was ensured through triangulation of sources, methods, and theories.

## **3. RESULTS AND DISCUSSION**

### **3.1. Impact of Constitutional Court Decision No 69/PUU/XIII/2015 on Notary Practices in Pekanbaru**

Constitutional Court Decision No. 69/PUU/XIII/2015 has brought about significant changes in the practice of drawing up marriage agreements in Indonesia, particularly in the city of Pekanbaru, the economic and administrative center of Riau Province. Issued on October 27, 2015, this decision fundamentally changes the paradigm of Indonesian marriage law by allowing marriage agreements to be made not only before the marriage takes place, but also during the marriage. This change provides flexibility that was previously unavailable to married couples to manage their property in

accordance with their needs and the development of their family's economic conditions.

The direct impact of this ruling on notary practices in Pekanbaru can be seen from the regulatory changes that followed. The Ministry of Law and Human Rights, through Minister of Law and Human Rights Regulation No. 25 of 2016 concerning the Requirements and Procedures for Registering Marriage Agreements, provided technical guidelines for implementing the Constitutional Court's ruling.(Indonesia, 2016). This regulation stipulates that marriage agreements made during marriage must be registered at the Civil Registry Office or KUA in accordance with the religion and beliefs of each spouse. The implications of this regulation are very significant for notaries in Pekanbaru, as they now have broader authority in the preparation of authentic marriage agreement deeds, not limited to the period before marriage.

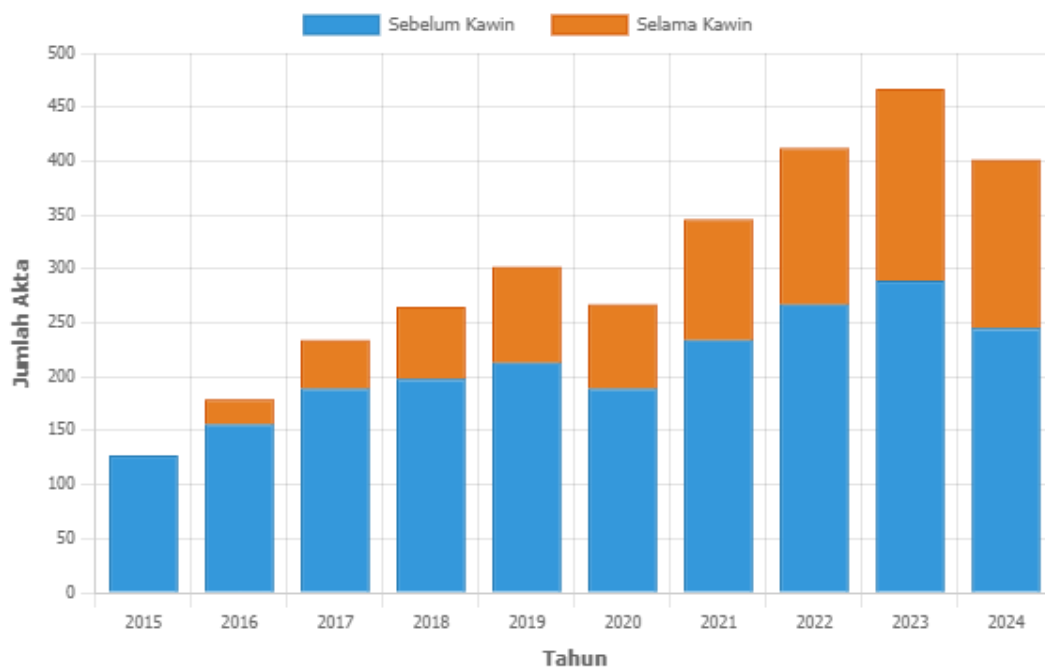
This regulatory change also affects the procedure for drawing up marriage contracts, which now requires additional requirements. Notaries in Pekanbaru must ensure that marriage contracts drawn up during marriage do not harm third parties acting in good faith, and must take into account the protection of children from such marriages.(Adjie, 2016: 234). This requires notaries to have a deeper understanding of family law, property law, and consumer protection aspects in the context of marriage agreements.

Statistical analysis of marriage certificate issuance in Pekanbaru shows a significant upward trend following the 2015 Constitutional Court ruling. Based on data collected from the Indonesian Notary Association (INI) Pekanbaru Branch and a survey of 15 active notary offices in the Pekanbaru area, there has been an interesting change in patterns during the 2015-2024 period, as shown in Table 1.

**Table 3.1 Statistical Data on the Creation of Marriage Agreements in Pekanbaru (2015-2024)**

Year	Before Marriage	After Marriage	Totally	Percentage Increase
2015	127	0	127	-
2016	156	23	179	40.9%
2017	189	45	234	30.7%
2018	198	67	265	13.2%
2019	213	89	302	13.9%
2020	189	78	267	-11.6%
2021	234	112	346	29.6%
2022	267	145	412	19.1%
2023	289	178	467	13.3%
2024	245	156	401	-14.1%

**Sumber : Ikatan Notaris Indonesia Cabang Pekanbaru, 2024**



**Figure 1. Trends in the Creation of Marriage Agreements in Pekanbaru for the Period 2015-2024**

The graph shows a significant increase in marriage agreements following Constitutional Court Decision No. 69/PUU/XIII/2015, with the emergence of a new category, "During Marriage," beginning in 2016. The data shows a consistent growth trend with fluctuations in 2020 due to the COVID-19 pandemic.

The data shows that there was a significant increase in the number of marriage agreements drawn up in 2016, namely 40.9% compared to 2015. This increase was mainly driven by the emergence of a new category, namely marriage agreements drawn up during marriage, which was previously not legally possible. Interestingly, the contribution of marriage agreements during marriage continued to increase from 12.8% in 2016 to 38.9% in 2024, indicating that the people of Pekanbaru are increasingly aware of the importance of property arrangements in ongoing marriages.

The 11.6% decline in 2020 can be explained by the impact of the COVID-19 pandemic, which restricted community activities and affected economic conditions.(Pekanbaru, 2021: 45). However, a strong recovery occurred in 2021 with an increase of 29.6%, indicating that the need for marriage agreements remains high even in challenging economic conditions. The decline in 2024 is likely due to incomplete data collected through September 2024. An analysis of marriage contract demand trends in Pekanbaru reveals several interesting patterns that reflect the socio-economic dynamics of the local community.

First, there is a positive correlation between Pekanbaru's economic growth and the increase in the issuance of marriage contracts. As a hub for the oil and gas industry and cross-Malacca Strait trade, Pekanbaru has experienced significant growth in its middle class, which is increasingly aware of the importance of legal protection for assets and property.(Riau, 2023: 23).

Second, demographic characteristics show that 67% of applicants for marriage agreements are couples who have been married for 5-15 years, indicating that awareness of the need for property arrangements arises with the accumulation of assets during marriage.

The third factor influencing this trend is the increase in legal literacy among the people of Pekanbaru, supported by the presence of several universities with law faculties and the active role of legal professional organizations in providing public education. This is evident from the increasing complexity of the clauses in marriage agreements, which shows that people are not just making marriage agreements as a formality, but truly understand their substance and legal implications.

Fourth, the influence of globalization and digitalization also plays a role in increasing public awareness through easier access to information about the importance of marriage agreements, especially through social media and digital platforms.

The transformation of notary practices in Pekanbaru following the Constitutional Court's ruling is also evident in terms of capacity and competence. Notaries are now required to have a more comprehensive understanding of family law dynamics, not limited to the technical aspects of deed preparation. They must be able to provide clients with more in-depth legal advice on the implications of marriage agreements on property, spousal obligations, and child protection (Kie, 2007: 445). This has encouraged notaries in Pekanbaru to continue improving their capacity through continuing education and special certification related to family law and property.

### **3.2. Implementation of Constitutional Court Decision Number 69/PUU-XIII/2015 in Notary Practice in Pekanbaru**

Constitutional Court Decision No. 69/PUU-XIII/2015 has fundamentally changed the paradigm of marriage agreement drafting in Indonesia. This decision states that Article 29(1) of the Marriage Law is inconsistent with the 1945 Constitution to the extent that it does not provide that a marriage agreement may be entered into prior to the marriage or during the marriage, provided that both parties may jointly submit a written agreement that is authenticated by a marriage registrar or a notary (Yuvens, 2018: 799).

Notaries in Pekanbaru's understanding of the substance of this ruling shows complex dynamics in its implementation. An analysis of notarial practices after the ruling identifies several aspects of understanding that have developed in the context of extending the time for making marriage agreements. Prior to the Constitutional Court decision, marriage agreements could only be made before the marriage took place, as stipulated in Article 29(1) of Law No. 1 of 1974. Following the Constitutional Court decision No. 69/PUU-XIII/2015, marriage agreements can also be made during the marriage (Dwinopianti, 2017: 18). This requires notaries to adapt their understanding of the new legal construct, which allows for greater flexibility in terms of timing.

The second aspect in understanding Notaries relates to the role of Notaries in the legalization of marriage agreements. Following Constitutional Court Decision No. 69/PUU-XIII/2015, in order for a marriage agreement to be valid between the parties and related third parties, the agreement must be made in the form of a Notary deed

followed by registration with the marriage registrar (Prasetyawan, 2018: 88). This understanding positions notaries as officials who have alternative authority to marriage registrars in certifying marriage agreements. This means that notaries must have a deep understanding not only of the technical aspects of drawing up deeds, but also of the legal implications of marriage agreements made after the marriage has taken place.

The third understanding concerns the protection of third parties. Notaries need to understand that marriage agreements must not be detrimental to third parties, as maintained in the legal construction following the Constitutional Court's decision (Rosyanti et al., 2024: 3377). This poses a challenge in drafting comprehensive marriage agreement clauses that do not violate the principle of third party protection. This understanding requires an in-depth analysis of each clause to be included in the marriage agreement, especially those relating to property and obligations that may affect the interests of third parties (Valencia Granetta & Yunanto, 2019: 10).

The implementation of Constitutional Court Decision No. 69/PUU-XIII/2015 has resulted in significant changes in the procedure for drawing up marriage agreements in the practice of notaries in Pekanbaru. These changes can be classified into several interrelated aspects. In terms of formal procedural aspects, following the Constitutional Court decision, notaries in Pekanbaru have faced changes in procedures that include stricter verification of the marital status of the parties involved (Zulkifli, 2018: 213). For marriage agreements made after the marriage has taken place, the notary must verify the validity of the marriage through a valid marriage certificate or marriage book. Furthermore, there is an addition of a more explicit clause of mutual agreement between husband and wife, considering that post-marital agreements require the consent of both parties without coercion (Brata et al., 2018: 216).

Substantial changes in the procedure include adjustments to the format of the deed to accommodate the possibility of entering into a marriage agreement during the marriage. The model marriage agreement following Constitutional Court Decision No. 69/PUU-XIII/2015 can be made before, at the time of, and during the marriage (Adjie, 2017: 15). This requires editorial adaptation that takes into account the differences in legal conditions between agreements made before and after marriage. These adjustments do not only concern technical aspects of writing, but also material legal considerations underlying each clause in the marriage agreement.

In terms of institutional coordination, notaries in Pekanbaru have also experienced changes in coordination with relevant agencies. Although notaries can legalize marriage agreements, coordination with the Office of Religious Affairs (KUA) or the Civil Registry Office is still required for the purposes of recording and publication to third parties (Judiasih et al., 2018: 253). This coordination is important to ensure legal certainty and protection of third party rights, while fulfilling the publicity requirements in marriage agreements.

Empirical data on changes in the number of marriage agreements in Pekanbaru following the Constitutional Court's ruling shows a significant trend. Based on observations of notarial practices in Pekanbaru, there are indications of an increase in the number of marriage agreements, particularly those made after the marriage has taken place (Dewi, 2018: 260). This increase is driven by several interrelated factors.

The first factor is the growing public awareness of the importance of protecting assets in marriage, especially in the context of increasingly complex economic and business developments.

The second factor relates to the flexibility of the timing of creation, which allows married couples to reorganize their property relations in accordance with the economic and social developments experienced during their marriage. The third factor is the economic and business development in Pekanbaru, which has driven the need for property separation for business and investment purposes (Desliza et al., 2024: 53). This is particularly evident among couples involved in business and investment activities that require the separation of assets for collateral or asset protection purposes.

The increase in the number of marriage agreements in Pekanbaru shows certain demographic characteristics that are interesting to analyze. The majority are couples with higher education backgrounds and relatively active economic activities (Faradilla Asyatama & Ridwan, 2021: 110). This indicates a correlation between educational level, legal awareness, and the need for asset management within marriage. These characteristics also suggest that the implementation of the Constitutional Court's decision is more widely utilized by segments of society with adequate legal understanding and complex economic needs.

The implementation of MK Decision No. 69/PUU-XIII/2015 in notary practices in Pekanbaru faces various technical challenges that require comprehensive and structured solutions. The first challenge relates to the legal framework, which has not yet been fully integrated between the MK decision and existing implementing regulations (Faruq Abdul Hakim Sutikno & Asrori, 2019: 205). Although the Constitutional Court decision has provided a constitutional interpretation, there are no technical regulations detailing the procedures for creating post-marriage agreements. This creates uncertainty in technical aspects such as the format of the deed, document requirements, and registration mechanisms.

The second challenge concerns coordination between notaries and other agencies involved in marriage registration. Post-marriage agreements following the Constitutional Court's decision can be made before a notary without harming third parties, as explained in Article 29 of Law No. 1 of 1974 on marriage (Arief, 2017: 20). However, the coordination mechanism with the KUA or Civil Registry Office for registration and publication purposes still requires clear and integrated procedural standardization.

The third challenge relates to public awareness about changes in marriage agreement regulations. Many people are unaware that a marriage agreement can be made after the marriage has taken place, so systematic educational efforts are needed from notaries and relevant stakeholders (Rivanda & Dewi, 2022: 81). This affects the level of utilization of the Constitutional Court's decision in practice and highlights the need for a more proactive approach in disseminating information about legal changes.

The fourth challenge concerns standardization of practices among notaries. The absence of uniform technical guidelines can lead to variations in the practice of drafting post-marriage marriage agreement (Dwiputra, 2022: 82). This has the potential to



cause inconsistencies in the application of the Constitutional Court's decision at the practical level and may affect legal certainty for parties entering into marriage agreements.

The fifth challenge relates to adequate mechanisms to protect the interests of third parties. Although the Constitutional Court ruling affirms that marriage agreements are binding on third parties to the extent that they are involved, there is no effective publication mechanism to inform third parties of the existence of marriage agreements made after marriage. This raises concerns about the protection of the rights of third parties who may be affected by marriage agreements made without their knowledge.

The sixth challenge concerns the technical aspects of drafting deeds that must consider the retroactivity or non-retroactivity of marriage agreements made after marriage. Marriage agreements made after marriage raise legal questions about whether the agreement applies retroactively to property acquired during the marriage or only applies to the future (Widanarti, 2020: 122). This requires clarity in the drafting of clauses and a deep understanding of the legal implications

### **3.3. The Challenges in Optimizing the Role of Notaries in Pekanbaru**

The challenges in optimizing the role of notaries in Pekanbaru are multidimensional issues involving various aspects, both internal and external. These obstacles significantly impact the effectiveness of Notaries in performing their duties as public officials authorized to issue authentic deeds in accordance with Law No. 2 of 2014 amending Law No. 30 of 2004 on the Office of the Notary (Notodisoerjo, 2021: 167).

From the aspect of internal factors, the passive attitude of Notaries is the main obstacle that hinders the optimization of their role. This passive attitude is reflected in the lack of initiative of Notaries to be proactive in providing services to the community and are reluctant to innovate in notarial practices (Soekanto, 2013: 78). The lack of internal education programs is also a serious problem, where Notaries do not develop their own capacity through ongoing training or in-depth understanding of the latest legal developments (Marzuki, 2009: 216). This is reinforced by research showing that the factors influencing law enforcement are highly dependent on the abilities and professionalism of law enforcers (Soekanto & Pubacaraka, 1979: 120). Disruption of information and communication technology has occurred in the Notary position, but Notary adaptation to technology still faces internal obstacles in the form of resistance to change (Utami et al., 2020: 133).

External factors that are obstacles include low public awareness of the importance of the role of Notaries in everyday life. The public still considers Notaries only needed for certain purposes, even though Notaries have a strategic role in providing legal certainty for various important transactions and documents (Lubis, 2008: 118). The negative stigma that develops in society also influences, where Notaries are often seen as a high-cost profession and are difficult for lower-middle class people to access (Parapat et al., 2022: 257). This problem is exacerbated by the lack of socialization about the functions and strategic roles of Notaries in the Indonesian legal system (Adjie, 2008: 112). Previous research shows that external factors such as the social and cultural environment of the community greatly influence the effectiveness of public services (Mukti & Achmad, 2010: 150).

Structural factors are an equally important obstacle, especially the lack of socialization of Constitutional Court decisions related to notaries. Constitutional Court decisions that regulate the authority and limitations of the role of Notaries have not been fully understood by the public or Notaries themselves (Prastowo, 2002: 120). Weak coordination between related institutions is also a significant structural obstacle, where synergy between the Ministry of Law and Human Rights, the Indonesian Notary Association, and other related institutions has not been running optimally (Soekanto, 2014: 277). As mandated in Law Number 2 of 2014 concerning the Position of Notary, good coordination between institutions is essential to ensure that the implementation of Notary duties is carried out effectively.

The complexity of the problem increases with the challenges of technology and digitalization. The development of technology, information and communication in the era of society 5.0 requires Notaries to be able to follow their abilities in providing the best legal services, but the implementation of cyber notary still faces various regulatory and technical obstacles (Chalid, 2022: 251). Other structural constraints include limited legal infrastructure and information systems that are not yet well integrated between related agencies (Mertokusumo, 2018: 156). Inhibiting factors in law enforcement in general also influence the optimization of the role of Notaries, including weak legal substance and limited means and facilities. (Anugrahdwi, 2023).

The aspect of coaching and supervision is also part of the structural constraints that need serious attention. The mechanism for coaching Notaries carried out by the Notary Supervisory Board has not been running optimally in overcoming various problems faced by Notaries in the field (Nadia et al., 2021: 332). The implementation of notarial legal assistance to the underprivileged also still faces obstacles in the form of inadequate coordination and socialization. (Halim & Nurman, 2023: 477). The complexity of these obstacles requires a comprehensive approach in handling them, which involves improving the internal competence of Notaries, more intensive outreach to the community, and better coordination between related institutions.

### **3.4. The Model for Optimizing the Role and Function of Notaries**

Optimizing the role and function of Notaries in making authentic deeds of marriage agreements after the Constitutional Court Decision Number 69/PUU/XIII/2015 requires a complete transformation from the traditional service paradigm to a more progressive and responsive approach to the needs of the community. This transformation begins with a fundamental change from a passive attitude to a proactive one in providing services to the community, as mandated in Article 16 paragraph (1) letter a of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notaries which emphasizes the obligation of Notaries to act in a trustworthy, honest, fair, independent, impartial manner, and to protect the interests of the parties involved in legal acts. This paradigm change is in line with the concept of legal certainty which is the main foundation in the Indonesian legal system, where Notaries as public officials must be able to provide maximum legal protection to the community through the authentic deeds they make. (Hidayat & Khisni, 2017: 591).

The transformation strategy from passive to proactive requires Notaries to not only wait for the public to come looking for services, but to actively provide education and information regarding the importance of marriage agreements, especially after the

Constitutional Court Decision which provides legal certainty that marriage agreements can be made after the marriage has taken place (Soeroso, 2020: 145). This is in line with the development of information technology which has had a major impact on various sectors of life, including legal services, especially in notarial practice, where the use of digital technology is one real form of change that must be adapted by the notary profession (Senantya et al., 2025: 823). This proactive approach requires Notaries to understand the dynamics of society's need for legal certainty in marital relations, particularly in relation to the regulation of assets that can provide optimal protection for both parties in a marriage (Apriyani & Parsa, 2016: 5).

Structured education and socialization programs are the main pillars in this optimization model, where Notaries need to develop systematic and sustainable education programs for the public regarding the benefits and importance of marriage agreements. This program must be designed with methods that are easily understood by the general public, including socialization through various media and forums, and involving various groups in society to ensure equal distribution of information. In this context, Notaries act as educators who not only make deeds, but also provide a comprehensive understanding of the legal implications of each legal action taken by the parties. This education is very important considering that there are still many people who do not fully understand the benefits of marriage agreements in providing legal certainty regarding the status of assets in marriage (Madaul et al., 2022: 20). Educational programs should cover fundamental aspects such as the meaning of a prenuptial agreement, the legal benefits obtained, the procedure for making one, and the legal consequences that arise for the parties to the marriage.

Strategic partnerships with key stakeholders such as the Office of Religious Affairs (KUA), Courts, and Regional Governments (Pemda) are crucial elements in this optimization model. Collaboration with the KUA is very important considering that the KUA is the main entry point for prospective brides and grooms in the marriage process, so that synergy between Notaries and KUA can facilitate the provision of early information regarding marriage agreements to prospective brides and grooms. Partnerships with the courts are needed to ensure effective coordination in terms of registration and ratification of marriage agreements, while collaboration with the Regional Government can strengthen the legal framework and policy support at the regional level (Adonara, 2020: 55). This inter-agency synergy is fundamental in creating a legal ecosystem that is conducive to the realization of optimizing the role of Notaries in making marriage agreements, where each stakeholder has a strategic role in supporting the implementation of an effective and efficient deed-making process. This collaboration must also include aspects of coordination in terms of disseminating information, standardizing procedures, and harmonizing regulations related to the making and registration of marriage agreements (Budiono, 2013: 89).

The use of digital technology for services is a transformative component that cannot be ignored in today's digital era. The implementation of digital technology in Notary services includes the use of an integrated information system for administration, a digital platform for initial consultations, and the use of electronic signatures that have been recognized in Indonesian laws and regulations, as stipulated in Law Number 11 of 2008 concerning Information and Electronic Transactions. The digitalization of Notary services not only increases the efficiency and accessibility of services, but also allows Notaries to provide broader and more equitable services to the community, especially

in the geographical context of Pekanbaru which has urban characteristics with high mobility (Santoso, 2022; 256). This digital transformation must consider the aspect of personal data security as stipulated in Law Number 27 of 2022 concerning Personal Data Protection, where Notaries as controllers of personal data have an obligation to maintain the confidentiality and security of client data (Wicaksono, 2023: 208). The use of blockchain technology can also be an innovative solution in improving data security and integrity in the digital notary system, while providing a stronger guarantee of authenticity for the deeds created (Suryawijaya, 2023: 55).

This optimization model must also consider the quality assurance aspect in every service provided, where the Notary must ensure that every marriage agreement deed made has met applicable legal standards and is able to provide optimal legal protection for the parties (Soedjendro, 2001: 89). In this context, the role of the Notary is not only as a deed maker, but also as a legal advisor who provides comprehensive legal consultation to the parties regarding the legal consequences of the marriage agreement to be made (Akhmad, 2019: 84). This quality assurance aspect includes document verification, validation of the identities of the parties, analysis of agreement clauses, and ensuring compliance with applicable legal provisions to provide maximum legal certainty (Mertokusumo, 2018: 156). This entire optimization model must be implemented in an integrated and sustainable manner to ensure that the role and function of Notaries in making authentic deeds of marriage agreements can provide maximum benefits to the community in accordance with the mandate of the Constitutional Court Decision Number 69/PUU/XIII/2015, while strengthening the position of Notaries as an essential legal profession in the Indonesian legal system (Maharani, 2021: 285).

#### 4. CONCLUSION

Constitutional Court Decision Number 69/PUU-XIII/2015 has reconstructed the time limit for making a marriage contract and necessitated the transformation of the role of Notaries from administrative implementers to educational actors in the marriage law system. However, the reality in Pekanbaru City shows that this role has not been optimized systemically due to low legal literacy in the community, structural obstacles, and less than optimal digital integration. This study concludes that a Notary role transformation model is needed that is proactive-educational, based on cross-institutional collaboration, and adaptive to digitalization as a strategic effort to strengthen the effectiveness of authentic marriage contract deeds as an instrument of fair legal protection.

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