

Protection of Husband or Wife's Property through Marriage Agreements in National Law

Ayu Shinta Maharani¹⁾ & Nanang Sri Darmadi²⁾

¹⁾ Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, Indonesia,
E-mail: ashintamaharani@gmail.com

²⁾ Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, Indonesia,
E-mail: nanangsridarmadi@unissula.ac.id

Abstract. *This study aims to analyze the legal protection of marital assets through the creation of a marriage agreement deed from a national legal perspective. This study uses a normative legal research method with a statutory and conceptual approach. Data were obtained through a literature study covering primary, secondary, and tertiary legal materials. The results of the study indicate that legal protection of marital assets is based on the principle of freedom of contract as regulated in Article 1338 of the Civil Code and Article 29 of Law Number 1 of 1974 concerning Marriage. A marriage agreement provides certainty of asset status, limits liability for personal debts, and guarantees the ownership rights of each party in accordance with Philipus M. Hadjon's preventive legal protection theory. The notary's authority in making deeds is based on Article 15 paragraph (1) of the Notary Law, with formal, normative, and substantive responsibilities to guarantee a valid, authentic deed. A marriage agreement deed that meets formal and material requirements and is registered with the authorized agency has legal force that binds the parties and third parties. Thus, a prenuptial agreement becomes an important instrument in providing legal protection and certainty for the assets of husband and wife.*

Keywords: Assets; Legal Protection; Marriage Agreement; Notary.

1. Introduction

Marriage in Indonesian law is not only understood as a sacred event uniting two people, but also as a legal institution with legal, social, and economic consequences. Several previous studies have shown that property issues in marriage often lead to disputes, particularly in the event of divorce or the death of one of the parties. For example, research by Helmi Naufal (2023) confirms that

many people still do not understand the importance of prenuptial agreements, which can lead to future legal conflicts.¹This shows the gap between the idealism of marriage law which aims to provide certainty, and the social reality which often gives rise to problems due to ignorance or minimal legal literacy in society.

Law Number 1 of 1974 concerning Marriage stipulates that all assets acquired during a marriage are essentially joint property, unless otherwise stipulated in a prenuptial agreement. However, this provision does not fully address the needs of modern couples with diverse economic backgrounds. According to Sri Widyaningsih (2016), prenuptial agreements should be viewed as a preventative measure to provide legal protection, not as a form of distrust between partners.²This view strengthens the argument that marriage regulations still have a gap with increasingly complex social realities. Fundamental changes came through Constitutional Court Decision No. 69/PUU-XIII/2015, which opened the door for married couples to enter into prenuptial agreements not only before marriage but also during the marriage. This decision marked a significant milestone in Indonesian family law, providing greater legal flexibility. Research by Kastury and Munsharif (2020) shows that this decision has direct implications for legal certainty and protection for married couples in managing their assets.³

Facts on the ground show that public understanding of the Constitutional Court's ruling remains very limited. Many couples still view prenuptial agreements as taboo, even contradicting the principle of trust in marriage. However, in the context of modern law, prenuptial agreements are instruments that reinforce equality, protection, and legal certainty for both parties. This demonstrates a clear gap between progressive legal policies and the level of public acceptance of these legal instruments. The role of a notary is crucial in the implementation of a prenuptial agreement. As a public official, a notary is authorized to create authentic deeds with full legal force. Khisni's (2015) research emphasizes that a notary's authority in civil law, including the creation of prenuptial agreements,

¹Naufal, Helmi. (2023). Kedudukan Hukum Akta Perjanjian Kawin Dalam Rangka Memberi Perlindungan Bagi Suami Istri di Kabupaten Rembang. Tesis Universitas Islam Sultan Agung. *Jurnal Akta*, Vol. 10 No. 1, p. 17. url: <http://jurnal.unissula.ac.id/index.php/akta/article/view/xxxx> (Friday, August 8, 2025, at 11:11 PM WIB).

²Widyaningsih, Sri. (2016). "Perjanjian Perkawinan dalam Perspektif Hukum Perdata Indonesia". *Jurnal Hukum dan Pembangunan*, Vol. 46 No. 2, p. 112.

³Kastury, Andi Hamniza., & Munsharif, Abdul Chalim. (2020). "Distribution Of Inheritance To Non Moslems Heirs In Notary Deed From Islamic Inheritance Law Perspective". *Jurnal Akta*, Vol. 7 No. 2 March 2020, p. 120.

extends beyond administrative aspects and encompasses a moral and legal responsibility to provide fair protection for the parties.⁴

The involvement of a notary should thus be seen as an integral part of the legal protection mechanism in marriage. Based on the description above, a gap can be seen between legal norms that provide protection and the reality of practice, which is still characterized by a lack of public legal awareness. Identifying this issue is important because it directly relates to legal certainty, justice, and the protection of the rights of husbands and wives in managing marital assets. This study aims to analyze legal protection of husband and wife's assets through the creation of a marriage agreement deed from a national legal perspective.

2. Research Methods

This research uses a normative juridical approach, which involves examining theories, legal concepts, and laws and regulations relevant to marriage contracts. This approach also utilizes secondary legal materials to strengthen the analysis, including expert doctrines, journals, and legal literature related to the research object. As emphasized by Pujiati (2024), normative juridical research is conducted by utilizing secondary data sourced from primary, secondary, and tertiary legal materials to understand law as a living norm in society.⁵ The main focus of this approach is to analyze how national legal norms regulate the protection of husband and wife's assets through marriage agreements, especially after the Constitutional Court Decision Number 69/PUU-XIII/2015.

The specifics of this research are descriptive-analytical. Descriptive research aims to systematically, factually, and accurately describe the legal provisions related to prenuptial agreements, while the analysis is conducted by examining the substance of norms, the principle of freedom of contract, and Philipus M. Hadjon's theory of legal protection. According to Salsadila & Tricahyani (2025), descriptive-analytical research is important because it not only presents legal facts but also analyzes them to find the substantive meaning that should form the basis for legal application.⁶

⁴Khisni, Akhmad. (2015). *Perkembangan Pemikiran Hukum Islam*. Semarang: UNISSULA Press, p. 123.

⁵Pujiati. (2024). *Metode Penelitian Yuridis Normatif di Bidang Hukum*. <https://penerbitdeepubliis.com/metode-penelitian-yuridis-normatif>, accessed on Friday, August 8, 2025, at 23.27 WIB.

⁶Salsadila, Alifa Nadya., & Tricahyani, Wulan. (2025). "Tinjauan Yuridis Tentang Hukum Waris Dalam Rangka Pembentukan Hukum Waris Nasional". *Jurnal Penelitian Hukum Audi*, Vol. 4 No. 01.

The type of data in this study is qualitative data sourced from primary, secondary, and tertiary legal materials. Primary legal materials include Law Number 1 of 1974 concerning Marriage, the Civil Code (KUHPerdata) especially Articles 119–128, Law Number 2 of 2014 concerning the Position of Notary, and Constitutional Court Decision Number 69/PUU-XIII/2015. Secondary legal materials consist of law books, scientific journals, and relevant articles, while tertiary legal materials include legal dictionaries, encyclopedias, and other supporting sources that help understand legal terms.

The data collection method was conducted through library research, which involved reviewing, interpreting, and comparing various legal documents and relevant literature. This technique enabled the author to gain a comprehensive understanding of the development of the concept of prenuptial agreements, both normatively and in notarial practice.

Data analysis was conducted using qualitative-prescriptive analysis. Qualitative analysis is conducted by examining legal materials in depth, then narratively describing them to identify the relationships between norms, doctrines, and court decisions. Prescriptive analysis is used to provide arguments regarding how the law should protect marital assets through prenuptial agreements. As stated by Sidiq & Ismail (2024), qualitative-prescriptive analysis enables legal research to be not only descriptive but also to provide normative solutions that align with the objectives of law, namely justice, certainty, and benefit.⁷

3. Results and Discussion

3.1. Legal Protection of Husband and Wife's Assets through a Marriage Agreement Deed

Marriage in Indonesia is not only seen as a physical and spiritual bond between a man and a woman, but also as a legal act that has consequences for the civil status of the parties. One of these legal consequences concerns the issue of assets, both those brought by each party before the marriage and those acquired during the

<https://jurnal.saburai.id/index.php/jaeap/article/view/3734>, accessed on Friday, August 8, 2025, at 23.35 WIB.

⁷Sidiq, Siadio., & Ismail. (2024). "Keadilan Maqasid al-Syariah: Mengatasi Reformasi Hukum dan Keadilan Sosial". dalam *ICSIS Proceedings*, Vol. 1 (2024). <https://icsisproceedings.org/index.php/icsis/article/view/21>, accessed on Friday, August 8, 2025, at 23.41 WIB.

marriage. Article 35 paragraph (1) of Law Number 1 of 1974 concerning Marriage states that assets acquired during the marriage become joint assets. Assets brought by each husband or wife and assets obtained as gifts or inheritances are under the control of each party as long as the parties do not determine otherwise.⁸

This arrangement may seem simple, but in practice it creates numerous problems. For example, if one party earns a larger income during the marriage, the law still considers all of that income to be community property. Conversely, if one party incurs significant debt before the marriage, that debt does not affect the community property. However, it is not uncommon to find a mix of assets brought in, gifts, and assets earned during the marriage. This situation creates uncertainty and has the potential to trigger disputes, especially in the event of a divorce.⁹

To provide a solution, Article 29 of the Marriage Law opens the opportunity for prospective husbands and wives to enter into a prenuptial agreement. This agreement allows the parties to further regulate the status of their assets, including the separation of assets, the distribution of income, and the arrangement of debt responsibilities. Initially, Article 29 of the Marriage Law limited prenuptial agreements to those made before marriage. However, this provision was deemed to limit the constitutional rights of couples who wanted to manage their assets after marriage. Finally, through Constitutional Court Decision Number 69/PUU-XIII/2015, prenuptial agreements may be made both before and during marriage. This decision marked a significant milestone in the development of marriage law in Indonesia because it expanded legal protections for couples.¹⁰

As a legal instrument, a prenuptial agreement has a powerful preventive function. According to Philipus M. Hadjon's theory, legal protection is divided into preventive and repressive. Preventive legal protection provides individuals with the opportunity to prevent disputes from occurring, while repressive legal protection arises when disputes have already occurred and must be resolved through the courts.¹¹ In this context, a prenuptial agreement clearly serves as preventative protection. By having written provisions regarding property, a husband and wife have legal certainty from the outset, minimizing the potential for future disputes.

⁸Law Number 1 of 1974 concerning Marriage, Article 35.

⁹Koesnoe, M. (2010). *Hukum Perkawinan Indonesia*. Jakarta: Rajawali Press.

¹⁰Constitutional Court Decision Number 69/PUU-XIII/2015.

¹¹Hadjon, Philipus M. (1987). *Perlindungan Hukum bagi Rakyat di Indonesia*. Surabaya: Bina Ilmu.

Several cases demonstrate the importance of a prenuptial agreement. One such case is the South Jakarta Religious Court Decision No. 4368/Pdt.G/2018/PA.JS, which dealt with a dispute over the division of joint assets. Without a prenuptial agreement, the judge was forced to use the general provisions of Article 35 of the Marriage Law, even though these provisions did not fully reflect the couple's specific circumstances. This case highlights that the absence of a prenuptial agreement often results in an unfair division of assets for one party.

When viewed from the perspective of Gustav Radbruch's theory, a marriage agreement contains three basic legal values, namely legal certainty (*Rechtssicherheit*), justice (*Gerechtigkeit*), and benefit (*Zweckmassigkeit*).¹² From a legal standpoint, a prenuptial agreement is formalized in an authentic deed, thus providing perfect evidentiary force (Article 1868 of the Civil Code). From a just perspective, a prenuptial agreement provides both parties with protection commensurate with their contributions and interests. Beneficially, a prenuptial agreement reduces the potential for disputes, saves litigation costs, and fosters social stability.

Furthermore, the principle of substantive justice is also important to consider. According to Aristotle, justice can be divided into distributive (proportionate distribution based on contributions) and corrective (reparation for losses resulting from injustice). In marriage, the prenuptial agreement reflects distributive justice because it allows for the proportional division of assets as agreed. Meanwhile, in disputes, judges can apply corrective justice by referring to the contents of the agreement as a measure of redress.

In line with this, John Rawls in his theory of "justice as fairness" emphasizes that justice must benefit the most disadvantaged parties in the social structure.¹³ In the context of marriage, a prenuptial agreement can be used to protect the economically weaker wife, ensuring she retains access to assets or is not burdened by her husband's debts. Thus, a prenuptial agreement serves not only as a formal document but also as a means of protecting vulnerable groups.

From a comparative law perspective, similar practices are found in various countries. In the Netherlands, prenuptial agreements (*huwelijksvoorwaarden*) are common practice and can be drawn up both before and during marriage. In fact, couples there can choose the marital property arrangement that best suits their

¹²Radbruch, Gustav. (2006). *Filsafat Hukum*. Bandung: Citra Aditya Bakti.

¹³Rawls, John. (2006). *A Theory of Justice*. Harvard: Belknap Press.

needs.¹⁴In France, the legal system allows couples to choose between commingling assets, separating assets, or a combination of both. Islamic family law allows for prenuptial agreements as long as they do not conflict with Islamic law. This comparison demonstrates that Indonesia, through the 2015 Constitutional Court Decision, has moved to follow the global trend of greater flexibility and adaptability.

Legal protection of marital assets is essentially not only interpreted as a mechanism for the separation of assets, but also as an instrument for achieving legal certainty for both parties. A prenuptial agreement allows husband and wife to determine the legal status of the assets they bring with them and those acquired during the marriage from the outset, thereby minimizing the potential for disputes. This aligns with Gustav Radbruch's view of the three pillars of law: certainty, justice, and benefit, which must go hand in hand in every legal product. Therefore, a prenuptial agreement is not merely a private contract but also a means for the state to guarantee the protection of citizens' rights within the family sphere.

Furthermore, the existence of a prenuptial agreement serves as a protective barrier against third parties, particularly creditors. In practice, many cases occur where one party is entangled in personal debt, and then joint assets are dragged into settling these obligations. With a valid prenuptial agreement registered in accordance with Article 29 of the Marriage Law, the couple's assets unrelated to the contract remain protected from legal enforcement. Constitutional Court Decision Number 69/PUU-XIII/2015 even affirms that prenuptial agreements are legally binding as long as they do not violate law, religion, or morality. This decision strengthens the position of prenuptial agreements as an instrument of preventive and repressive legal protection, making them increasingly relevant in the modern context where family economic dynamics are increasingly complex.

From this description, it can be emphasized that legal protection of a husband and wife's assets through a prenuptial agreement plays a strategic role. A prenuptial agreement not only embodies the principle of freedom of contract (Article 1338 of the Civil Code), but also serves as an instrument for balancing certainty, justice, and expediency in marital law. Therefore, a prenuptial agreement is crucial for guaranteeing the legal rights of the parties and preventing future disputes.

¹⁴Asser, C. (2012). *Huwelijksvermogensrecht*. Den Haag: Wolters Kluwer.

3.2. Authority and Responsibility of Notaries in Making Marriage Agreement Deeds

Notaries as public officials play an important role in making marriage agreements. Article 15 paragraph (1) Law no. 2 of 2014 concerning the Position of Notaries confirms that notaries have the authority to make authentic deeds regarding all legal acts, agreements and stipulations that are required by statutory regulations or that are desired by interested parties. Thus, the marriage agreement deed is only valid if it is made before a notary.

The role of a notary is not limited to the creation of deeds, but also encompasses legal, moral, and social responsibilities. The responsibilities of a notary can be outlined as follows:

1. Formal responsibilities

Notaries are required to ensure that the deed-making procedures comply with the law, including the presence of the parties, the reading of the deed, and the signing. If these procedures are violated, the deed may be declared null and void.

2. Material responsibility

Notaries must review the substance of agreements to ensure they do not conflict with law, religion, or morality. If a notary passes a clause that violates the law, they may be held liable for civil and administrative damages.

3. Normative responsibility

Notaries must be neutral and impartial, and maintain a balance between the interests of all parties. Notaries must not take sides or allow clauses that disadvantage one party.¹⁵

According to Khisni (2015), notaries in practice are guardians of the values of justice. The notary not only copies the wishes of the parties, but also supervises the agreement so that the agreement remains within the corridors of substantive justice. Thus, notaries can be seen as the main actor in realizing preventive legal protection.

¹⁵Habib Adjie. (2009). *Hukum Notaris Indonesia*. Bandung: Refika Aditama.

However, in practice, problems often arise due to notary negligence. One notable case is Supreme Court Decision No. 2136 K/Pdt/2005, which affirmed that a marriage contract deed not registered with the competent authority is not binding on third parties. This failure to register can result in losses for creditors or other well-intentioned parties. This case demonstrates that a notary's responsibility extends beyond the deed's creation, but also includes ensuring proper registration procedures at the Office of Religious Affairs or the Population and Civil Registry Office.

Furthermore, notaries can also be held criminally liable if proven to have committed an unlawful act, such as creating a false deed or forging a signature. This liability is stipulated in Article 266 of the Criminal Code, which regulates the crime of including false information in an authentic deed.

From a legal theory perspective, the role of a notary can be analyzed through the Radbruch legal values. Legal certainty is guaranteed because a notary creates an authentic deed that has perfect evidentiary force. Justice is achieved because a notary is obligated to act impartially and safeguard the rights of the parties. Benefit is achieved through a valid deed and can protect the parties and third parties in the long term. Meanwhile, according to Philipus M. Hadjon's theory, a notary serves as an instrument of preventative legal protection because with an authentic deed, the parties obtain legal protection before a dispute arises.

The notary's role in drafting a marriage contract is not only limited to administrative aspects, but also involves ethical and moral functions in maintaining substantive justice for the parties. Notaries are required to not only write down what the husband and wife desire, but also provide comprehensive legal explanations of the legal consequences of the clauses contained in the deed. Thus, notaries function as legal advisors who bridge the understanding between the parties so that neither party is disadvantaged. This is in line with the mandate of Article 16 of the Notary Law (UUJN), which requires notaries to act honestly, thoroughly, independently, and impartially in carrying out their duties.

The notary's responsibility in a marriage contract also relates to the legal certainty aspect for third parties. If the notary fails to ensure the agreement is registered with the Office of Religious Affairs or the Population and Civil Registry Office, the agreement will not be legally binding on third parties. This can result in losses for both the husband and wife and any creditors with whom they have legal relations. Therefore, a notary's professionalism is measured not only by their formal skills in

drafting the deed, but also by their responsibility to maintain the integrity of the marriage legal system as a whole. Thus, notaries occupy a strategic position as guarantors of both preventative and repressive legal protection through the marriage contract deed.

In addition to legal aspects, the role of notaries is also regulated in the Notary Code of Ethics established by the Indonesian Notaries Association (INI). This code emphasizes the importance of integrity, accountability, and professionalism. Thus, notaries are accountable not only to the law but also to society and their profession.

Thus, the notary's authority and responsibility in drafting a marriage contract constitute a concrete manifestation of comprehensive legal protection. The notary's role is to safeguard justice and legal certainty, as well as to act as a moral watchdog, ensuring that the marriage contract does not deviate from the principles of substantive justice.

3.3. Example of a Marriage Agreement Deed that Complies with Applicable Regulations

As a form of agreement recognized in national law, a marriage agreement must be set out in the form of an authentic deed made by a notary. This is in accordance with Article 29 paragraph (1) of Law Number 1 of 1974 concerning Marriage, as amended by Constitutional Court Decision Number 69/PUU-XIII/2015, which states that a marriage agreement can be made either before or during the marriage. A legally valid marriage agreement must also fulfill the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code, namely the existence of an agreement between the parties, legal capacity, a specific object, and a lawful cause.¹⁶

In addition, because a prenuptial agreement has legal consequences not only for the husband and wife but also for third parties (e.g., creditors), the agreement must be registered at the local Office of Religious Affairs (KUA) or the Population and Civil Registry Office (Dukcapil). This registration aims to ensure that the

¹⁶Civil Code, Article 1320 and Article 1338.

agreement has binding force on third parties, as stipulated in Article 29 paragraph (1c) of the Marriage Law.¹⁷

To provide a clear picture, here is an example of a marriage agreement deed that complies with the provisions of statutory regulations.

MARRIAGE AGREEMENT

Number: 89

-Today is Friday, 08-08-2025 (August eighth, two thousand and twenty five).

-10.00 WIB (Ten Western Indonesian Time) -----

-Present before me, AYU SHINTA MAHARANI, Bachelor of Law, Master of Notary, Notary in Jakarta, in the presence of witnesses known to me, Notary, and whose names will be mentioned at the end of this deed:

I. Mr. RAFFI AHMAD, born in Bandung, on the twelfth of August one thousand nine hundred and eighty seven (12-08-1987) ----- Indonesian citizen, private, residing on Jalan Andara -

-holder of Population Identification Card Population Identification Number 123456789100001 -----

-Hereinafter referred to as "FIRST PARTY" -----

II. Miss NAGITA SLAVINA, born in Jakarta, on the twelfth of August one thousand nine hundred and eighty eight (12-08-1988) --- Indonesian citizen, private, residing on Jalan Andara -

-holder of Population Identification Card Population Identification Number 123456789100

Hereinafter referred to as the "SECOND PARTY". -----

¹⁷Law Number 1 of 1974 concerning Marriage, Article 29 paragraph (1) in conjunction with Constitutional Court Decision No. 69/PUU-XIII/2015.

-The parties appearing are known to me, Notary, based on their respective identity cards.

-The parties acting in their positions mentioned above hereby explain in advance:

-That the First Party and the Second Party will be married on the ninth of September two thousand and nineteen (09-09-2019) in Jakarta and with this deed agree to enter into a marriage agreement as referred to in Article 29 of Law Number 1 of 1974, as amended by the Decision of the Constitutional Court Number 69/PUU-XIII/2015.

-That the First Party and the Second Party agree regarding the marriage that will take place between them and that their assets will be determined in a marriage agreement which will regulate their respective personal assets and assets acquired during the marriage.

-That the First Party and the Second Party state in this deed that the marriage to be carried out between them has established a marriage agreement with the following terms and conditions:

Article 1

-Any mixing of assets, thereby also mixing profits and losses (winst en verlies) and mixing results and income (vruchten en inkomsten) is eliminated.

Article 2

-All assets in any form owned by the First Party and the Second Party before the marriage or obtained during the marriage due to inheritance, bequest, gift or any other means, shall remain the property of the First Party (husband) or the Second Party (wife).

Article 3

- Debts which arise from anything and are made before or after the marriage takes place, remain the burden of each husband and wife who make them, except for all household expenses and other expenses relating to the marriage as well as the education of children born in the marriage, all of which are solely borne and must be borne and paid by the First Party as husband and are deemed to be carried out

by the Second Party as wife with the consent of the First Party as husband and therefore the Second Party as wife cannot be sued. -----

Article 4 -----

-The Second Party continues to manage his own assets, both those that already exist and those that will be acquired, no one is excluded and can also enjoy his own income, as referred to in Article 140 paragraph 2 of the Civil Code. -----

Article 5 -----

-If during the marriage the First Party and the Second Party obtain property through inheritance, inheritance gifts, grants or in other ways, this must always be proven in writing or other letters. If there is no other evidence or explanation regarding the origin of an item, then the item (its value) is divided equally between the First Party and the Second Party.

Article 6 -----

-When a legal calculation is made or when the marriage ends, the clothes and jewelry of the husband or wife remain the property of the husband or wife who wears them or intends to wear them and are considered as a replacement for the jewelry or clothes each person entered into the marriage.

Article 7 -----

-All household goods such as eating, drinking, sleeping utensils and all household furniture and also goods obtained due to new purchases or exchange of husband and wife's residence, at any time, also when calculations are made according to law or when the marriage ends, are considered to always belong to the wife, so that for these goods there will be no calculation, examination or question about when, by whom and how, one or the other was obtained and is considered as property brought at the time of the marriage. -----

- This deed was read out at 12.30 WIB (twelve minutes past thirty Western Indonesian Time).

THUS IS THIS DEED -----

-Made as minutes and read and signed in Jakarta, on the day, date and time stated above in the presence of: -----

1. -Mrs. LALA KARMILA -----

2. -Mr. RINI SURINI -----

-both employees of the Notary's Office, as witnesses. -----

-As soon as this deed is read by me, the Notary, to the presenters and witnesses, this deed is signed by the presenters, witnesses and me, the Notary. -----

-Conducted without changes. -----

Notary in Jakarta

AYU SHINTA MAHARANI SH, M.Kn.

The following is an example of a marriage agreement deed made before the marriage takes place. Below is an explanation which is a comparison of the differences between the deed made before, during or during the marriage:

The parties explained that:

- a. If the agreement is made before marriage:

They will be married on the date ... at ... and with this deed agree to enter into a marriage agreement as referred to in Article 29 of Law Number 1 of 1974 in conjunction with Law Number 16 of 2019, as amended by Constitutional Court Decision Number 69/PUU-XIII/2015.

- b. If the agreement is made at the time of marriage:

At this time they are holding a marriage ceremony in ... with this deed agree to enter into a marriage agreement as referred to in Article 29 of Law Number 1 of 1974 in conjunction with Law Number 16 of 2019.

- c. If the agreement is made during the marriage period:

They have been married on the date ... in ..., registered in ..., and with this deed agree to enter into a marriage agreement as referred to in Article 29 of Law Number 1 of 1974 in conjunction with Law Number 16 of 2019, based on Constitutional Court Decision Number 69/PUU-XIII/2015 which permits the making of a marriage agreement during the marriage period.

4. Conclusion

Based on the research and discussion conducted, it can be concluded that legal protection for husband and wife's assets through the creation of a prenuptial agreement is a crucial instrument in ensuring legal certainty, justice, and expediency. A prenuptial agreement drawn up before a notary and registered with the relevant authorities provides preventative protection by clarifying the status of each party's assets and protecting against potential future disputes. Furthermore, the existence of a prenuptial agreement also provides repressive protection because it can be used as complete evidence in court proceedings. The role of a notary is very central in ensuring that the deed is valid both formally and materially, as well as being a guardian of the values of substantive justice. In light of these findings, it is recommended that notaries further enhance their professional role by providing legal education to the public regarding the

importance of prenuptial agreements. The government is expected to strengthen regulations and the registration system for prenuptial agreements to make them more effective and integrated, thus binding not only the parties but also third parties. The public, especially prospective married couples, is expected to no longer view prenuptial agreements as taboo, but rather as a form of legal protection and an effort to build a healthy, just household, in line with the principle of legal certainty.

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Regulation:

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