SRIWIJAYA CRIMEN AND LEGAL STUDIES
FACULTY OF LAW UNIVERSITAS SRIWIJAYA
Jalan Srijaya Negara, Palembang, 30139, Indonesia
Email: scls@fh.unsri.ac.id
http://journal.fh.unsri.ac.id/index.php/SCLS/index
E-ISSN: 2987-7350 P-ISSN: 2986-6367

THE IMPACT OF PRENUPTIAL AGREEMENTS ON PROPERTY OWNERSHIP LEGAL STATUS OF INTER-MARRIAGES

Yuga Narazua Khanza[1], Haruki Okubo[2], Ninda Mirantama[3]

[1]*Trinusa Resources, Indonesia, E-mail: khnyuga27@gmail.com*
[2]*Faculty of Economics Department of Business Administration, University of Toyama, Japan, E-mail: haruki140930@gmail.com*
[3]*Universitas Lampung, Indonesia, E-mail: nindamirantama@yahoo.com*

Article

Keywords:
Prenuptial Agreement, Inter Marriage, Property Ownership

DOI:
10.28946/scls.v1i2.2609

Abstract

Intermarriage is becoming more popular as a result of globalization's impact on increasing human interaction across national borders. As intermarriage becomes more prevalent, it gives rise to complex issues, with one notable concern being the legal entanglements arising from the ownership of assets or property by each partner during the marriage. This study focuses on the diverse issues associated with intermarriage in Indonesia, where legal consequences vary according to the nationality of each spouse. Notably, the status of property ownership, particularly with regard to land and immovable assets, poses significant challenges due to the restrictions imposed on foreign citizens. In addressing these challenges, the article explores the potential role of prenuptial agreements as a mechanism to navigate property ownership issues between spouses. The paper acknowledges the methodological and theoretical complexities inherent in establishing a clear link between intermarriage and prenuptial agreements, given the diverse ways in which these concepts are theorized and operationalized. Qualitative research methods and literature reviews are employed to gather insights, drawing on various research publications and news items that shed light on the legal implications of intermarriages involving individuals with different citizenships. The findings of the study underscore the significance of prenuptial agreements in providing a legal framework for delineating the rights and obligations of spouses in matters of property ownership. By examining the property ownership status in intermarriages, this research contributes to a better understanding of the legal landscape surrounding such unions. The article concludes with a discussion on the implications of prenuptial agreements in shaping property ownership dynamics within the context of intermarriage.

This is an Open Acces Research distributed under the term of the Creative Commons Attribution Licencee (https://Creativecommons.org/licences/by/4.0), which permits unrestricted use, distribution, and reproduction in any medium, provided the original works is properly cited.

A. INTRODUCTION

Marriage constitutes a commitment influenced not only by religious considerations but also by intricate economic and legal interconnections. Within the legal framework of Indonesia, marriage is regulated by Law Number 1 of 1974, promulgated on January 2, 1974, and subsequently detailed by Government Regulation Number 9 of 1975, elucidating the implementation of the aforementioned law. The latter regulation came into effect on October 1, 1975, universally applying to all marital unions throughout Indonesia. Henceforth, post the aforementioned date, all marriages within Indonesia are mandated to adhere to the provisions delineated in the Marriage Law. This legislation is expressly designed to actualize the legal cohesion of marital unions in alignment with the philosophical tenets of Pancasila.[1] Furthermore, the Indonesian marriage law categorizes unions into two distinct classifications: those between two Indonesian citizens and those involving an Indonesian citizen and a foreign national, commonly termed an Intermarriage.

Intermarriage carries legal implications for Indonesian citizens entering into matrimony with foreigners, notably concerning land ownership rights, which are precluded due to the incorporation of the land into joint marital property under Indonesian land regulations rooted in the principle of nationalism. The complexities of intermarriage necessitate focused governmental consideration, particularly in the realm of legal safeguards provided by various pertinent laws, encompassing the Civil Code, the Marriage Law (UUP), and Law Number 12 of 2006, commonly known as the Citizenship Law.[2]

Intermarriage is becoming more popular as a result of globalization's impact on increasing human interaction across national borders.[3] As the number of Intermarriage grows, so does the complexity of the resulting problems. Anyone entering a mixed marriage must be prepared to deal with any situation or condition that may arise. Aside from cultural shock, Indonesian citizens who plan to marry foreigners must be prepared to meet their basic needs, as housing is the basic necessity of every human being, along with food and water. In contrast, an Indonesian citizen who marries a foreigner and lives in Indonesia cannot acquire land ownership rights.

The challenges arising from intermarriage, whether on a domestic or international scale, are manifold. One such challenge pertains to legal ramifications stemming from the ownership of assets or properties by each spouse during the marital period. Issues that may manifest in intermarriages revolve around the status of ownership and control of marital assets, particularly entangled in legal conflicts, particularly concerning immovable assets such as land ownership. Indonesian land law, as embodied in Law Number 5 of 1960, emphasizes the principle of nationality. This principle stipulates that exclusive ownership rights to land are reserved for Indonesian citizens. Furthermore, the Indonesian Civil Code, featured in its second book, delves into discussions on land, water sources, and their utilizations. However, it does not incorporate provisions related to mortgages during its promulgation, and notably, it does not distinguish between genders in matters of land ownership. Despite this, women are perceived as legally incompetent under the Civil Code, impeding their ability to undertake legal responsibilities.[4] This implies that, beyond possessing Indonesian citizenship, women are

---

[1] Rastini, Jaka Bangkit Sanjaya, and Rizqi Mulyani Slamet, "Analisis Yuridis Pentingnya Pembuatan Perjanjian Perkawinan Berdasarkan Perspektif Hukum Perdata", *Rewang Rencang : Jurnal Hukum Lex Generalis* 2, no. 6 (2021): 482–97.

[2] *Ibid.*

[3] Vasilli Erokhin, Gao Tianming, and Jean Vasile Andrei, *Contemporary Macroeconomics: New Global Disorder* (Singapore: Springer Nature Singapore, 2023), 45.

[4] Bambang Sudiarto, "The Regulation on Subject to a Property Rights of a Land According to Agrarian Law (UUPA)", *Unram Law Review* 5, no. 2 (2021): 71-86.

barred from property ownership rights.[5] The prohibition extends to foreign citizens, who are precluded from holding titles to land and buildings in their names. Consequently, in marriages involving Indonesian citizens and foreign nationals, a common practice emerges wherein land and buildings are registered under the name of the Indonesian spouse. This practice aligns with Article 21 of the Agrarian Law, explicitly reserving property rights exclusively for Indonesian citizens.

However, certain rules in the Agrarian and Marriage Law create challenges for those involved in Intermarriage. According to Article 21, Paragraph (3) of the Agrarian Law, foreigners who inherit property or acquire assets through marriage, as well as Indonesian citizens who lose their nationality, must give up those rights within a year. Failure to do so results in the automatic nullification of those rights, and the land becomes state-owned, although other responsibilities may persist.[6] Additionally, Article 35, Paragraph (1) of the Marriage Law states that assets acquired during marriage are considered joint property. In simpler terms, an Indonesian citizen marrying a foreigner cannot gain property rights, building use rights, or usufructuary rights after marriage because these become shared assets with their foreign partner.[7] In light of this, the significance of a prenuptial agreement becomes evident as a crucial tool in addressing these challenges.

Prenuptial agreements or pre-marital agreements are regulated in the Marriage Law in Article 29 which stipulates that this agreement is made during or before marriage. The prenuptial agreement allows the parties to enter into a written agreement which is then approved by a third-party employee such as a notary for validation. One of the prenuptial agreements is to provide a basis for the separation of the parties' assets if in the future there is a divorce conflict. In the case of inter marriages, this becomes a problem because if the party carrying out the marriage obtains assets in the form of land or property other immovable divorce, the distribution of assets will be difficult to do. This is because foreign nationals are expressly prohibited from obtaining property rights. Therefore, in the process of drafting a prenuptial agreement in inter marriages, it is necessary to place restrictions to avoid canceling the prenuptial agreement. Prenuptial agreements made by Intermarriage parties have limits when compared to ordinary marriages (not different countries).

As per Article 35 of the Marriage Law (Law no. 1 of 1974), which pertains to the Regulation of Wealth in Marriage, the following provisions are outlined: 1) Assets acquired during the course of the marriage are deemed joint property. 2) The inheritance, gifts, or assets received individually by each spouse remain under their respective control unless stipulated otherwise. Consequently, in the absence of any contrary specifications within the Marriage Agreement, assets acquired by either spouse during the marital union are considered joint assets.[8]

The development of these layered regulations should be a concern for those who enter into Intermarriage, as well as a requirement for legal practitioners to communicate the legal basis for Intermarriage and legal actions arising from it. Unless a prenuptial agreement is signed, the husband and wife cannot own ownership status of immovable property in Intermarriage. Even if one of the people in Intermarriage is an Indonesian citizen, the Indonesian citizen cannot buy land with freehold rights during the marriage because the foreigner will jointly own the land. This contradicts the national principle, which states that

---

[5] Sayaman Harahap, "Penerapan Ketentuan Pasal 21 Ayat (3) Uupa Tentang Kepemilikan Tanah Bagi Wni Dalam Perkawinan Campuran", *Jurnal IUS Kajian Hukum Dan Keadilan* 4, no. 3 (2016), 436-440.

[6] Sudiarto, "The Regulation on Subject to a Property Rights of a Land According to Agrarian Law (UUPA)."

[7] Sonny Dewi Judiasih, 'The Status of Matrimonial Property Ownership in Mixed Marriages', *Mimbar Hukum - Fakultas Hukum Universitas Gadjah Mada* 27, no. 1 (2015): 145-154, https://doi.org/10.22146/jmh.15902.

[8] Alfian Andri Wijaya, "Perlindungan Hukum Terhadap Pelaku Perkawinan Campuran Atas Status Hak Atas Tanahnya Di Indonesia", *Jurnal Rechtens* 11, no. 1 (2022): 17–34.

only Indonesian citizens have the right to own land. Based on the above background, this research will explore the intricacies of property ownership in Intermarriage, shedding light on the implications of existing regulations and the imperative for legal practitioners to elucidate these complexities to stakeholders.

B. ANALYSIS AND DISCUSSION

1. The Legal Status of Marital Property of Intermarriages in Indonesia

The 1974 Marriage Law, complemented by a plethora of accompanying regulations, comprehensively regulates various facets of Indonesian marital jurisprudence. Representing a notable political accomplishment, this legislation aspires to establish a standardized framework for marriage applicable to all Indonesians, concurrently safeguarding the equitable position of women within the institution of marriage.[9]

Within the provisions of Article 57 of Marriage Law No. 1/1974, a "mixed marriage" is elucidated as a union between individuals subject to distinct legal jurisdictions in Indonesia, stemming from differences in nationality, with one party being an Indonesian citizen. Article 56, paragraph (1), asserts the validity of marriages for Indonesian citizens if they adhere to the legal provisions of the country in which the marriage transpires. Upon re-entry into Indonesian territory, the substantiation of the marital union must be officially registered at the local marriage registrar's office where the couple resides, as stipulated in Article 56, paragraph (2). However, due to the law requiring family reunification following intermarriage, intermarriages are frequently abused for their intended purpose, which is to serve as the quickest way for foreign citizens to obtain a residence permit. Foreigners frequently need to understand the intent and purpose of a residence permit granted to them. When it comes to housing, the problem becomes even more complicated.

Upon the dissolution of a marriage, complications frequently emerge concerning both movable and immovable assets. Many couples do not want to mix assets because they want to keep their business running and because laws that do not recognize property ownership have led to the rise of prenuptial agreements. When two people marry, their finances usually do, too: Most married couples put all their income into shared accounts. One example is when an expat wishes to apply for land ownership rights. Typically, they enter into a nominee agreement (borrow names) with foreigners by submitting a power of attorney to be free to take legal action on the land they own. This should be avoided. The use of nominees is prohibited under Article 33, paragraphs (1) and (2) of Investment Law Number 25/2007.

Marriages between individuals subject to the legal jurisdictions of distinct nations give rise to a host of complex issues within International Private Law, particularly in the realm of family law. These encompass concerns related to the validity of the marriage, parental authority, the legal status of children, and the intricacies of jointly owned assets, among others. The matter of joint property in intermarriages poses a particularly intricate challenge due to the convergence of disparate legal systems, notably the national law, exemplified by the Indonesian Marriage Law, and the laws of the respective countries involved. In the context of an Intermarriage conducted in Indonesia, adherence to Indonesian marriage law is imperative for both the marriage itself and its ensuing legal consequences. The Indonesian Marriage Law expressly dictates that property acquired during the course of marriage is considered joint property, irrespective of whether the income or assets stem from one party alone. Conversely,

[9] S. Pompe, 'A Short Note on Some Recent Developments with Regard to Mixed Marriages in Indonesia', *Bijdragen Tot de Taal-, Land- En Volkenkunde / Journal of the Humanities and Social Sciences of Southeast Asia* 147, no. 2 (2013): 261–72.

separate property is defined as assets acquired by either spouse prior to entering into the marriage.[10]

Sudargo Gautama articulated that the guiding principle in regulating marital assets within intermarriages is contingent upon the legal domicile of the couple. This approach is undertaken to honor the rights of women within the marital union and also to safeguard the interests of third parties involved, who benefit from legal protection when the legal domicile of the spouses is considered. Essentially, the law applicable to marital property in the couple's place of residence becomes a resource upon which third parties can rely. The selection of legal domicile aligns with the guidelines set forth by The Hague Conference on Private International Law, specifically outlined in the Convention on Law Applicable to Regimes of Matrimonial Property of March 14, 1978. Article 3 of this Convention delineates the governing principles for the marital property regime, emphasizing that the internal laws established by the spouses prior to marriage hold sway:[11]

The spouses are empowered to designate one of the following laws::

a. The laws of any state where either spouse is a resident at the time of appointment;
b. The laws of any state where one spouse maintains ordinary residence at the time of appointment;
c. The law of the initial state in which one spouse establishes a new habitual residence. This designated law is then applied comprehensively to govern their entire property.

Nonetheless, the husband and wife, whether they have established a law under the previous provisions or not, can designate in respect of all or part of immovable property, the law in which these immovable property is located. They can also stipulate that any immovable property that can then be obtained will be governed by the laws of the place where the immovable property is located.

From the aforementioned exposition, one can infer that intermarriages offer a latitude for spouses to selectively determine the legal framework governing their marital assets. Grounded in the principle of marital equality, spouses engage in a deliberative process to establish an agreement specifying the applicable law for their shared property. Additionally, it becomes imperative for the husband and wife to adhere to the legal regulations pertinent to the jurisdiction in which their marital property is situated. The tenet of equality extends to endowing both spouses with equal voting rights in legal proceedings concerning their joint assets. Empirical evidence derived from court practices underscores the pragmatic necessity of formulating prenuptial agreements in intermarriages. Such agreements serve as instrumental tools, affording the involved parties a comprehensive understanding of their respective rights and obligations at the onset of the marriage. This proactive measure enables them to anticipate the implications for their marital property, as well as the ramifications on their parental rights and obligations in the unfortunate event of a divorce.[12]

Spouses are granted the autonomy to designate the legal framework governing their marital property. However, in the absence of an explicit choice, the law of the jurisdiction where the couple resides assumes precedence. Moreover, within the realm of matrimony, spouses possess the authority to engage in legal dealings with third parties, such as entering credit agreements and leveraging their joint assets as collateral. In the context of these legal

[10] Judiasih, "The Status of Matrimonial Property Ownership in Mixed Marriages."

[11] Evie Widiyanawati and Edy Lisdiyono, "Protection of Indonesia Citizens in Mixed Marriage Against Obtaining Assets Rights to Land", *South East Asia Journal of Contemporary Business, Economics and Law* 15, no. 4 (2018): 55–59.

[12] Rastini, Jaka Sanjaya, and Rizqi Slamet, "Analisis Yuridis Pentingnya Pembuatan Perjanjian Perkawinan Berdasarkan Perspektif Hukum Perdata", *Rewang Rancang: Jurnal Hukum Lex Generalis* 2, no.6 (2021): 482–97.

interactions with third parties, the provisions outlined in Article 9 of the Convention are articulated as follows:[13]

"The influence of the marital property regime on the legal relationship between husband and wife and third parties is regulated by the law that applies to the marital property regime in accordance with statutory regulations. Nonetheless, the law of the contracting state may stipulate that the law applicable to the marital property regime cannot be relied upon by the spouse against a third party when the spouse ordinarily resides on its territory, unless there are publicity or registration requirements stipulated by that law have been complied with. , or the legal relationship between the couple and a third party arises when the third party knows or should know the law applicable to the marital property regime".

The Convention also addresses the legal aspects of marital assets, particularly concerning land, within intermarriages. This is expressly articulated in Article 6 of the Convention, which specifies that the relevant law is contingent upon either the jurisdiction where the property was acquired or the location of the immovable property. The provision outlines that regardless of whether the spouses have established a legal framework under the preceding paragraphs or Article 3, they reserve the right to designate, for all or a specific portion of immovable property, the law of the jurisdiction where the said immovable property is situated. Additionally, the spouses have the liberty to stipulate that any future immovable property acquired will be governed by the law of the jurisdiction where the immovable property is located.[14]

2. The Role of Prenuptial Agreements in Providing Basic Property Ownership Status in Inter Marriages

Marriage is a social matter, but there are legal ramifications for inter-national marriages in Indonesia, including loss of citizenship, inheritance rights, and land ownership rights. The practice of marriage between persons of different nationality continues in Indonesia; though such unions frequently face a very common legal complexity. International marriages that occur in Indonesia are prone to result in legal smuggling. One common occurrence is the application for property ownership rights. The national principle in the Indonesian Agrarian Law completely prohibits foreign nationals from owning land foreign nationality. The Indonesian Agrarian Law No. 5 of 1960, governs land ownership in the country. There is a land ownership category called "Hak Pakai" in it, which means the right to build on/use the land. According to the law, foreigners may only purchase land or homes under the "Right to Use" (Hak Pakai) title. In connection with that, in terms of property ownership by couples from inter marriages, the Government Regulation No. 103 of 2015 also stipulates that expats who have a residence permit in the territory of Indonesia, in accordance with statutory provisions, can have a house as a place of residence or residence through the right-to-use only.

While article 35 paragraph (1) of the Marriage Law stipulates that assets acquired during the marriage become joint property, Government Regulation No. 103/ 2015 from Article 3 paragraph (1) restore the rights by stating that Indonesian citizens who carry out marriages with foreigners can have land rights that the same as other Indonesian Citizens. Which means, people who do inter marriages have the right to property rights. However, in order to have this right, an agreement on the separation of assets is required to be made by means of a notarial deed. Separation of assets is made through a prenuptial agreement or premarital agreement which is solely carried out to fulfill the principle of nationality in land affairs in

[13] Judiasih, "The Status of Matrimonial Property Ownership in Mixed Marriages."

[14] I Gede Wardana Oka Sastra Wiguna, I Nyoman Putu Budiartha, and I Putu Gede Seputra, "Kepemilikan Hak Atas Tanah Dalam Perkawinan Campuran", *Jurnal Konstruksi Hukum* 1, no. 1 (2020): 157–63.

Indonesia so that if a divorce occurs later the ownership of the property does not fall into the hands of foreign nationals.[15]

Notwithstanding, there exists the possibility for foreign nationals to acquire land ownership rights under certain circumstances, as they can legally obtain such rights. This is particularly evident in the context of marriages between Indonesian citizens and foreign nationals, commonly known as 'intermarriages,' as stipulated in Article 57 of the Indonesian Marriage Law.

Legal marriages involving Indonesian citizens, conducted in accordance with the prevailing laws, entail legal ramifications. This encompasses unions between Indonesian citizens and foreign nationals subject to differing legal jurisdictions. A consequential outcome of such marriages is the amalgamation of property between the spouses, transforming it into jointly owned assets. Consequently, if an Indonesian citizen's spouse acquires land with ownership rights during the marriage, the purchased land is deemed marital property owned jointly by the husband and wife. In adherence to the law, the land procured by the husband or wife of an Indonesian citizen belongs, by legal mandate, to the Indonesian citizen spouse.[16]

To overcome this potential scenario, the Indonesian Agrarian Law mandates that foreign citizens, acquiring land ownership rights through the consolidation of assets in intermarriages, must relinquish these rights within a stipulated one-year timeframe. Should this time limit expire without the release of property rights, the rights are automatically forfeited by law, and the land reverts to state ownership. The divestiture of land ownership rights can be executed through various means, such as transactions involving buying and selling or the issuance of grants. Article 20, paragraph (2) of the Agrarian Law affirms the fluidity of property rights, allowing for their transfer to other parties through legal actions. These actions encompass transactions like buying and selling, exchanges, grants, participation in equity, auctions, joint rights sharing, granting of building use rights, usufructuary rights over land, mortgage rights, and the execution of power of attorney for security rights. Significantly, one legally sanctioned preventive measure against the consolidation of assets in intermarriages is the formulation of a prenuptial agreement.[17]

The commonly held view is that to resolve the issue, Indonesian law allows spouses to execute and file a prenuptial Property Agreement, which must be signed in front of a local notary public. Otherwise, Indonesian marriage law presumes joint property ownership. The legal rules for prenuptial agreements are regulated in the Indonesian Marriage Law (Law No. 1 of 1974). Article 29, paragraph (1) of the Marriage Law states that both parties in a marriage with mutual agreement can enter into a written agreement that the marriage registrar legalizes at the time or before the marriage takes place, after which the contents apply to third parties as long as the third party is involved. The importance of the prenuptial agreement is to give an element of legality and publicity to the rights and obligations of the husband and wife, especially in matters of property ownership. Indonesian law allows spouses to execute and file a prenuptial Property Agreement, which must be signed in front of a local notary public. Otherwise, Indonesian marriage law presumes joint property ownership.

Implicitly in Article 29 of the Marriage Law stipulates the conditions for making a prenuptial agreement, including:[18]

---

[15] Andran Syah and Ilham Tholatif, "Urgensi Perjanjian Pranikah Sebagai Kesepakatan Awal Perkawinan," *Legal Standing Jurnal Imu Hukum* 6, no. 2 (2022): 115–28.

[16] Andri Wijaya, "Perlindungan Hukum Terhadap Pelaku Perkawinan Campuran Atas Status Hak Atas Tanahnya Di Indonesia."

[17] Harahap, "Penerapan Ketentuan Pasal 21 Ayat (3) Uupa Tentang Kepemilikan Tanah Bagi Wni Dalam Perkawinan Campuran."

[18] Nabilah Qisthi Mulia and Heru Sugiyono, "Implikasi Hukum Pembatalan Perjanjian Pranikah Dalam Perkawinan Campuran," *Gorontalo Law Review* 4, no. 1 (2021): 88–99.

a. Conducted by both parties and may involve third parties;
b. Does not violate the boundaries of law, religion and decency;
c. The agreement comes into effect from the time the marriage takes place;
d. During marriage, the agreement cannot be changed without the consent of the parties involved.

Generally, a prenuptial agreement encompasses stipulations pertaining to the respective rights of the future spouses, particularly concerning the administration of inherited assets preceding the marriage. The substantive components of the prenuptial agreement typically address matters such as inheritance within the context of the marital union, obligations related to debts, and the governance of each party's assets, among other considerations.[19]

Nonetheless, the prenuptial agreement serves a limited role in acting as a reference in the event of potential divorce and conflicts related to asset division. It is imperative that the prenuptial agreement adheres to the principles of nationality and the pertinent legal framework. Essentially, its function is not to safeguard joint assets, specifically property ownership for foreign nationals, but rather to establish a mechanism for equitable asset distribution. Should a foreign national possess ownership rights to immovable property, Article 21, Paragraph (3) of the Indonesian Agrarian Law dictates that the foreign citizen retains ownership for a period of one year. Subsequently, within this timeframe, the individual must either sell or transfer the ownership rights to the land.[20]

Given the dynamic nature of the legal landscape, subject to continual evolution, interpretation, and redefinition, a notable instance of legal modification occurred on March 21, 2016. The Constitutional Court responded affirmatively to the plea for a judicial review concerning Article 29, paragraph (1) of Law Number 1 of 1974 regarding Marriage ("Marriage Law"). This adjudication was formalized in Constitutional Court Decision Number 69/PUU-XIII/2015 of 2015 ("MK Decision 69/2015").

Formerly, Article 29, paragraph (1) of the Marriage Law constrained the formulation of a marriage agreement aimed at asset separation after the commencement of the marital union. The provision stipulated that such agreements must be executed prior to the initiation of the marriage ceremony. However, this restrictive interpretation underwent reassessment through the Constitutional Court's decision.

According to the 2015 Constitutional Court Ruling on Marriage Agreements, when an Indonesian citizen marries another citizen, their assets are mixed, and the Indonesian citizen no longer has rights to land in Indonesia. Marriage agreements, however, are no longer interpreted solely as prenuptial agreements following the 2015 Constitutional Court Decision Number 69/PUU-XIII/2015. They can, however, be made after the marriage (postnuptial agreement). As a result, the prenuptial legal agreement can recover Indonesian citizens' land ownership rights.

The provisions of Article 29 paragraph (1) of the Marriage Law have been amended as follows by Constitutional Court Decision 69/2015 so that the opportunity to create a prenuptial agreement has been broadened following Constitutional Court Decision No. 69/PUU-XIII/2015. Now, it can be made before, during, or after marriage. Furthermore, the range of individuals authorized to validate the prenuptial agreement has expanded. In line with Constitutional Court Decision No. 69/PUU-XIII/2015, a notary, in addition to being a marriage registrar, can also officiate the prenuptial agreement. This evolution means that a prenuptial agreement not only acts as a guide in the event of a future divorce and asset

[19] *Ibid.*
[20] Rastini, Sanjaya, and Slamet, "Analisis Yuridis Pentingnya Pembuatan Perjanjian Perkawinan Berdasarkan Perspektif Hukum Perdata," 2021.

disputes but also serves to safeguard the rights and responsibilities of the husband and wife, especially in the context of mixed marriages.

C. CONCLUSION

The MK 69/2015 decision expanded the conceptual boundaries of the marriage agreement, transcending its erstwhile characterization exclusively as a prenuptial agreement, by acknowledging its validity when formulated after marriage, denoted as a postnuptial agreement. While the impetus for Constitutional Court Decision 69/2015 originated from Indonesian citizens engaged in mixed marriages with foreigners, it is crucial to note that the ramifications of this decision extend to married couples comprising solely Indonesian citizens as well. In conclusion, the evolving legal landscape, shaped by constitutional decisions, emphasizes the critical role of prenuptial agreements in navigating the complexities of intermarriages. These agreements not only guide asset distribution but also safeguard the rights and responsibilities of spouses, contributing to legal certainty and harmony in the diverse realm of marital unions in Indonesia.

REFERENCES

Andri Wijaya, Alfian. "Perlindungan Hukum Terhadap Pelaku Perkawinan Campuran Atas Status Hak Atas Tanahnya Di Indonesia." *Jurnal Rechtens* 11, no. 1 (2022): 17–34. https://doi.org/10.56013/rechtens.v11i1.1156.

Erokhin, Vasilli, Gao Tianming, and Jean Vasile Andrei. *Contemporary Macroeconomics: New Global Disorder*. Singapore: Springer Nature Singapore, 2023. https://doi.org/10.1007/978-981-19-9542-2.

Harahap, Sayaman. "Penerapan Ketentuan Pasal 21 Ayat (3) Uupa Tentang Kepemilikan Tanah Bagi Wni Dalam Perkawinan Campuran." *Jurnal IUS Kajian Hukum Dan Keadilan* 4, no. 3 (2016): 436. https://doi.org/10.29303/ius.v4i3.328.

Judiasih, Sonny Dewi. "The Status of Matrimonial Property Ownership in Mixed Marriages." *Mimbar Hukum - Fakultas Hukum Universitas Gadjah Mada* 27, no. 1 (2015): 145. https://doi.org/10.22146/jmh.15902.

Mulia, Nabilah Qisthi, and Heru Sugiyono. "Implikasi Hukum Pembatalan Perjanjian Pranikah Dalam Perkawinan Campuran." *Gorontalo Law Review* 4, no. 1 (2021): 88–99.

Pompe, S. "A Short Note on Some Recent Developments with Regard to Mixed Marriages in Indonesia." *Bijdragen Tot de Taal-, Land- En Volkenkunde / Journal of the Humanities and Social Sciences of Southeast Asia* 147, no. 2 (2013): 261–72. https://doi.org/10.1163/22134379-90003189.

Rastini, Jaka Bangkit Sanjaya, and Rizqi Mulyani Slamet. "Analisis Yuridis Pentingnya Pembuatan Perjanjian Perkawinan Berdasarkan Perspektif Hukum Perdata." *Rewang Rencang : Jurnal Hukum Lex Generalis* 2, no. 6 (2021): 482–97.

Rastini, Jaka Sanjaya, and Rizqi Slamet. "Analisis Yuridis Pentingnya Pembuatan Perjanjian Perkawinan Berdasarkan Perspektif Hukum Perdata." *Rewang Rancang: Jurnal Hukum Lex Generalis* 2, no. 6 (2021): 482–97.

Sudiarto, Bambang. "The Regulation on Subject to a Property Rights of a Land According to Agrarian Law (UUPA)." *Unram Law Review* 5, no. 2 (2021). https://doi.org/10.29303/ulrev.v5i2.187.

Syah, Andran, and Ilham Tholatif. "Urgensi Perjanjian Pranikah Sebagai Kesepakatan Awal Perkawinan." *Legal Standing Jurnal Imu Hukum* 6, no. 2 (2022): 115–28.

Widiyanawati, Evie, and Edy Lisdiyono. "Protection of Indonesia Citizens in Mixed Marriage Against Obtaining Assets Rights to Land." *South East Asia Journal of Contemporary Business, Economics and Law* 15, no. 4 (2018): 55–59.

Wiguna, I Gede Wardana Oka Sastra, I Nyoman Putu Budiartha, and I Putu Gede Seputra. "Kepemilikan Hak Atas Tanah Dalam Perkawinan Campuran." *Jurnal Konstruksi Hukum* 1, no. 1 (2020): 157–63. https://doi.org/10.22225/jkh.1.1.2149.157-163.