

# LEGAL IMPLICATIONS OF MIXED MARRIAGES: EXAMINING MARRIAGE AGREEMENTS AND PROPERTY RIGHTS

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**Submission date:** 06-Feb-2024 12:40PM (UTC+0700)

**Submission ID:** 2287692178

**File name:** LEGAL\_IMPLICATIONS\_OF\_MIXED\_MARRIAGES.pdf (214.37K)

**Word count:** 6001

**Character count:** 30965



## LEGAL IMPLICATIONS OF MIXED MARRIAGES: EXAMINING MARRIAGE AGREEMENTS AND PROPERTY RIGHTS

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### ABSTRACT

**Purpose:** The aim of this research includes an in-depth understanding of the legal framework for marriage in Indonesia, including the principles governing the rights and obligations of husband and wife, as well as the legal implications of marriage agreements. This research provides in-depth insight into the validity of marriage agreements in the context of land ownership rights in mixed marriages in Indonesia.

**Theoretical framework:** This theoretical framework summarizes the main aspects that need to be considered in research regarding the validity of marriage agreements and their impact on land rights in mixed marriages in Indonesia. It is hoped that the integration of these theories can provide a comprehensive and in-depth view of the issues relevant to this research.

**Design/methodology/approach:** This research method uses a legal approach research method. The research methods described include three main approaches, namely the Statute Approach, the Conceptual Approach, and the Case Study Method. The Legal Approach involves an in-depth study of the Laws and related legal regulations relating to the legal issues the author raises.

**Findings:** Juridical analysis reveals that the marriage agreement may be considered void due to non-fulfillment of the principle of good faith. This could lead to the annulment of the agreement, resulting in the land reverting to state ownership. The complexity arises from the state being potentially harmed as a third party. However, the analysis suggests that the agreement's objective conditions are not met, making it null and void, leading to the return of the land to state ownership.

**Research, Practical & Social implications:** The results of this research can provide guidance for law enforcement officials in handling cases related to the cancellation of marriage agreements carried out intentionally or fraudulently. The practical implications can also be seen in the influence on the process of making marriage agreements. The parties who will make a marriage agreement are expected to be more careful and comply with applicable legal provisions to avoid mistakes or violations.

**Originality/value:** Marriage agreements made during the marriage period, especially in mixed marriages, pose significant risks to the legality of land ownership. Despite attempts to bypass restrictions through backdated agreements, the presence of bad faith renders such agreements null and void under Article 1320 of the Civil Code. This loophole creates opportunities for individuals to deceive the State for personal gain. The case emphasizes the need for thorough legislative scrutiny to close such loopholes and prevent potential harm to third parties in the future.

**Keywords:** marriage agreement, mixed marriage, land rights, legal analysis.

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Received: 23/10/2023

Accepted: 22/01/2024

DOI: <https://doi.org/10.55908/sdgs.v12i1.3100>

## IMPLICAÇÕES LEGAIS DOS CASAMENTOS MISTOS: ANÁLISE DOS ACORDOS DE CASAMENTO E DOS DIREITOS DE PROPRIEDADE

### RESUMO

**Objetivo:** O objetivo desta pesquisa inclui uma compreensão aprofundada do quadro legal para o casamento na Indonésia, incluindo os princípios que regem os direitos e obrigações do marido e da esposa, bem como as implicações legais de acordos de casamento. Esta pesquisa fornece uma visão aprofundada sobre a validade dos acordos de casamento no contexto dos direitos de propriedade de terras em casamentos mistos na Indonésia.

**Quadro teórico:** Este quadro teórico resume os principais aspectos que precisam ser considerados na pesquisa sobre a validade dos acordos de casamento e seu impacto sobre os direitos de terra em casamentos mistos na Indonésia. Espera-se que a integração dessas teorias possa fornecer uma visão abrangente e aprofundada das questões relevantes para esta pesquisa.

**Design/metodologia/abordagem:** Este método de pesquisa usa um método de pesquisa de abordagem legal. Os métodos de pesquisa descritos incluem três abordagens principais, a saber, a Abordagem do Estatuto, a Abordagem Conceitual e o Método de Estudo de Caso. A Abordagem Legal envolve um estudo aprofundado das Leis e regulamentos legais relacionados às questões legais levantadas pelo autor.

**Constatações:** A análise jurídica revela que o acordo matrimonial pode ser considerado nulo devido ao não cumprimento do princípio da boa-fé. Tal poderia levar à anulação do acordo, resultando na reversão dos terrenos para a propriedade estatal. A complexidade decorre de o Estado ser potencialmente prejudicado como um terceiro. No entanto, a análise sugere que as condições objetivas do acordo não são cumpridas, tornando-o nulo e sem efeito, levando ao retorno do terreno à propriedade estatal.

**Investigação, implicações práticas e sociais:** Os resultados desta investigação podem fornecer orientações para os agentes responsáveis pela aplicação da lei no tratamento de casos relacionados com o cancelamento de acordos matrimoniais realizados intencionalmente ou fraudulentamente. As implicações práticas também podem ser vistas na influência sobre o processo de fazer acordos de casamento. Espera-se que as partes que farão um acordo de casamento sejam mais cuidadosas e cumpram as disposições legais aplicáveis para evitar erros ou violações.

**Originalidade/valor:** Os acordos de casamento celebrados durante o período de casamento, especialmente em casamentos mistos, representam riscos significativos para a legalidade da propriedade da terra. Apesar das tentativas de contornar as restrições através de acordos retroativos, a presença de má-fé torna tais acordos nulos e sem efeito nos termos do artigo 1320 do Código Civil. Essa brecha cria oportunidades para que os indivíduos enganem o Estado em busca de ganhos pessoais. O processo salienta a necessidade de um controle legislativo exaustivo para colmatar essas lacunas e evitar potenciais danos a terceiros no futuro.

**Palavras-chave:** acordo matrimonial, casamento misto, direitos de terra, análise jurídica.

## 1 INTRODUCTION

Marriage is a physical and spiritual bond between a man and a woman as husband and wife with the aim of forming a happy and eternal family (household) based on the belief in the Almighty God. Based on marriage, various kinds of rights and obligations are born between husband and wife which bind the two of them like a very strong bond legally. Regarding the status of marriage itself, the Qur'an also mentions in Surah An-Nisa 4:21, that marriage is Mitsaaqan Galidhan, namely a strong bond. This bond began to be recognized after an agreement was expressed in the form of an agreement and qabul (Aw & Fitria, 2010).

In article 1 of Law Number 1 of 1974 it is stated that the purpose of marriage as husband and wife is to form a happy and eternal family (household) based on the belief in the Almighty God. Furthermore, it is also explained that for this reason husband and wife need to help and complement each other so that each can develop their personality to help and achieve spiritual and material prosperity'. As explained in article 1, it is known that marriage has a very close relationship with religion/spirituality, so that marriage not only has a physical/physical element, but an inner/spiritual element also has an important role' (HadiKusuma, 2007). The meaning of the term marriage itself is actually not suitable because from a linguistic perspective the word "marriage" comes from the word "marriage" which is given the prefix "per" and the suffix "an". The word marriage comes from the Arabic language "kawwana-yukawwinu-takwiinan" which means "to pile up" or "to match", so it can be interpreted in joking language as "to pile up here, to pile up here, it's not suitable, come back", meaning that marriage is enough to be consensual, it's not necessary. formality and if you're bored, change to another one. This is different from the term "marriage" which means "aqad" or "agreement", so that the marriage is carried out with formalities as required by statutory regulations. Even though the term marriage is wrong, it is legally considered correct because everything that is done continuously will have legal force (die normative kraft des faktissen) (Afhami, 2019).

One of the big impacts of marriage is the mixing of assets between husband and wife, which in legal terms is called "marital assets" or "joint assets". By mixing the assets between the two people entering into a marriage into "marital assets", of course this has logical consequences for legal actions taken on the assets obtained during the marriage. This is characterized by the obligation to obtain approval from both parties in the event that legal action is to be taken in the form of transfer, guarantee for debts arising from it,

or other similar ownership actions. In the event that there is a desire between the parties not to include assets acquired during the marriage into the marital assets, positive law itself actually provides facilities by allowing the making of a marriage agreement between the two of them, whether this is done <sup>37</sup> before the marriage takes place or even during the <sup>27</sup> marriage. This clearly has huge juridical consequences, especially if the <sup>13</sup> marriage is a mixed marriage between an Indonesian citizen and a foreign citizen. This is targeted at article 57 of Law Number 1 of 1974 which defines mixed marriage as, "A marriage between two people who in Indonesia are subject to different laws, because of differences in nationality and one of the parties is an Indonesian citizen" (Yulia et al., 2024).

It cannot be denied that in its development, immovable assets in the form of land and houses are very promising in the modern era like today. This is because with the increasingly dense population growth rate, the demand for land and residential houses is increasing, making assets in the form of land and houses increasingly of high economic value. So, what if the need for land and house is then owned by someone who entered into a mixed marriage? Of course, there are separate legal consequences for them based on the applicable legal regulations. It needs to be underlined that up to now there are absolute restrictions on land rights that can be owned by foreign citizens in Indonesia and if these are owned by foreign citizens, then based on existing regulations there is an obligation to transfer with a time limit. However, in practice, this is often "tricked" by making a marriage agreement, which of course is due to legal loopholes which are still possible or even relatively easy for these people to enter. Because of this, it is hoped that by preparing this article, policy makers will be more observant and thorough in eradicating practices that violate the law by making legal regulations that are more targeted. What is the validity of <sup>2</sup> the marriage agreement made during the marriage in relation to land rights obtained in mixed marriages.

## 2 RESEARCH METHODS

<sup>21</sup> This research method uses a legal approach <sup>11</sup> research method. The research methods described include three main approaches, namely the Statute Approach, the Conceptual Approach, and the Case Study Method. First, the Legal Approach involves an in-depth study of the Laws and related legal regulations relating to the legal issues the author raises. This research method can identify and analyze relevant legal provisions to support arguments and findings in research. The Conceptual Approach involves

understanding legal concepts or principles related to the title and discussion of the research. By understanding the conceptual basis of law, researchers can provide a strong theoretical basis for interpreting and assembling research results. allows researchers to explore legal issues in a practical context through the analysis of relevant legal cases. By examining these cases, researchers can gain deeper insight into how the law is applied and interpreted in real situations. The use of Primary Legal Materials and Secondary Legal Materials provides a comprehensive framework, with primary legal materials providing a normative basis through legal rules related to the issue being discussed, while secondary legal materials provide analytical views through literature, legal writings and other reading sources. This combination of legal methods and materials allows researchers to approach legal issues holistically, achieve in-depth understanding, and construct strong arguments in legal studies.

### 3 RESULTS

It has been briefly mentioned above that if a person enters into a mixed marriage, legal consequences apply to him or her regarding the ownership of land rights obtained during the marriage. For a foreign citizen, he is not permitted to have rights to land that are prohibited by law, such as property rights. It is different with Indonesian citizens who can have the fullest and strongest rights to land. This is based on the Basic Agrarian Law number 5 of 1960 jo. Government Regulation Number 18 of 2021 concerning Management Rights, Land Rights, Flats and Land Registration.

For this reason, parties who enter a mixed marriage often make a marriage agreement which is made before the marriage, although quite a few also make a marriage agreement after the marriage takes place (during the marriage period). The case that the author encountered in the field was a marriage agreement made by those who entered a mixed marriage, which was deliberately done with the aim of ensuring that the assets in the form of land they owned did not fall into the control of the State in the form of "State Land". In full, the author can illustrate as follows, "Mr. A is an Indonesian citizen and Mrs. B is a foreign citizen. The two of them married in an unregistered marriage on January 1, 1992, and it was only registered on November 5, 1992. Previously, it is important to know that unregistered marriage can be interpreted as a form of marriage that is carried out based on religious law but is not announced to the public and is not officially registered at the Office of Religious Affairs (KUA) and the Civil Registry

Office. Furthermore, on April 5, 1992, Mr. A purchased a plot of land with Building Use Rights status from Mr. C and it was transferred to Mr. A's name immediately after the purchase. Because the term of the building use rights will end on August 5, 1995, Mr. A is forced to extend the term of the land rights through the local land office.

Based on the Basic Agrarian Law number 5 of 1960 jo. Government Regulation Number 18 of 2021 contains provisions that if the land rights in the form of building use rights have expired and the rights have not been extended or renewed at the local land office, then the land rights are automatically extinguished and their status falls to State Land. And there is also a provision that in the event that there is a right to land other than that permitted by law, which is then owned or co-owned by someone other than an Indonesian citizen (owned by a foreign citizen), then if the right to the land is not transferred to another party who fulfill the requirements as a rights holder according to the Law, then the rights to the land will automatically be extinguished and it will become State Land. Because they do not want the land they own to fall to the State, here Mr. The marriage is valid until the date this agreement is made, and will remain in effect thereafter, until another agreement is made between the two stating otherwise, or the marriage is dissolved. And then the marriage agreement deed is registered with the competent authority.

Based on the case position above, it can be seen that there was a fraudulent act committed by Mr. from the date the marriage took place. It is known that the serial marriage between Mr. and Mrs. B certainly had legal consequences for both of them. The essence of a siri marriage is a religious marriage which of course binds both of them according to religious law but does not have civil legal force if the marriage has not been registered. In fact, this is clearly regulated by provisions which state that marriage is valid if it is carried out according to the laws of the religion and belief. Furthermore, each marriage is recorded according to applicable laws and regulations (Ramulyo, 2004). By registering a marriage with an authorized institution, the marriage has perfect legal force because it is valid in the eyes of religious law and state law. It should be noted that the state's legal recognition arises when the unregistered marriage is registered, which is proven by the issuance of a Marriage Registration Certificate issued by the authorized agency. The certificate is basically proof of recognition from the State for the marriage that has taken place. So formally, from that moment on, the new State imposed legal consequences on the marriage (Priambada & Purwadi, 2023).

However, please note that the Certificate contains information stating that a marriage has taken place between the parties and the date of the marriage. From here, if we analogize this carefully, then by including this information or clause in the Certificate of Marriage Registration, it can be assumed that the State has given recognition to the marriage that was carried out between Mr. A and Mrs. B on January 1, 1992, even though the marriages carried out at that time were marriages that were only carried out according to religious law (siri) without registering the marriage directly with the competent authority. In the author's opinion, with the recognition of the initial date of the marriage, the legal consequences of the marriage should begin to be applied backwards, namely from the time the marriage was carried out, namely on January 1, 1992, not from the time the marriage was registered, namely on November 5, 1992. Based on that assumption, since the marriage took place between Mr. So here, if we look and pay close attention to the date of acquisition of the land rights by Mr.

Because a marriage agreement had not been made between the two at that time, by law the property became joint property which was also owned jointly. Because it is jointly owned, Mrs B, who in this case is a foreign citizen, also has rights to the land and of course this is prohibited by the applicable regulations. Whereas based on article 71 paragraph 1 of Government Regulation Number 18 of 2021, it is stated that, "A residence or residence that can be owned by a foreigner is:

- a. House with land use rights, or use rights over ownership rights, which are controlled based on an agreement granting use rights over ownership rights with a deed from the Land Deed Official, or Management Rights, based on a land utilization agreement with the Management Rights holder.
- b. Flats built on land with use rights, or building use rights on State Land, use rights or building use rights on Management Rights Land, or use rights or building use rights on owned land.

Meanwhile, in paragraph 2 it is stated that, "Flats built on land with use rights or building use rights as intended in paragraph (1) letter b are Flats built in special economic zones, free trade areas and free ports, areas industry". From these provisions ownership of land rights by foreign citizens in the form of building use rights is prohibited. Whether it is owned directly or co-owned due to mixing of assets due to marriage. Then, if we draw the next line, we can see that the rights to the land fell into ownership of the foreign national since April 5, 1992, and the rights to the land were extinguished and became

State Land automatically 12 months later, namely on April 5, 1993. Meanwhile <sup>2</sup>It is also known that the marriage agreement was only made before <sup>31</sup>a Notary on August 1, 1995, and registered immediately after a copy of the deed was made. From this in fact the Building Use Rights land written in the name of Mr. remove the status of the State Land and return it to Building Use Rights land owned by Mr. An only, without any element of ownership of Mrs. B as a Foreign Citizen. So, what is this like when viewed from the perspective of the validity of the marriage agreement made? Based on this, it is considered very important to carry out a study of the legal conditions and principles of the agreement first in relation to the case position that occurred (Muru, 2011).

Please note that when designing or making an agreement or contract, the important thing that must be paid attention to by the parties is <sup>22</sup>the legal conditions of the agreement or contract as regulated in article 1320 of the Civil Code (BW), which is essentially as in my previous writings. that there are fundamental differences regarding the legal consequences that will arise if the elements in the agreement are not fulfilled. If an agreement does not contain the elements of Agree and Capability, it will result in the agreement being canceled (vernietigbaar). Cancellation of an agreement can contain two possible reasons, namely cancellation due to default, and cancellation <sup>3</sup>due to non-fulfillment of subjective conditions. In the event of an annulment due to non-fulfillment of subjective conditions, <sup>5</sup>especially those involving defects in the will or due to non-fulfillment of the first condition for the validity of the agreement in Article 1320 BW, this does not happen by itself, but must ask for help from a judge, by filing a lawsuit for cancellation (Kadir, 1080).

In relation to the agreement, this agreement is valid if it does not occur due to mistake, coercion or fraud <sup>11</sup>as stated in Article 1321 BW which reads: "No agreement is valid if the agreement was given due to mistake, or was obtained through coercion or fraud." <sup>10</sup>, and does not occur due to abuse of circumstances as stated in the Decision of the Supreme Court of the Republic of Indonesia Number 1904 K/Sip/1982, dated 8 January 1984 concerning Cancellation of Engagements, the Power of Judges to Achieve the Contents of an Agreement, <sup>10</sup>and the Decision of the Supreme Court of the Republic of Indonesia Number 3431/K/Pdt 1985, March 4 1987 concerning Interest on Money Loans and Collateral that Contradicts Property and Justice, as well as <sup>23</sup>Financial Services Authority Circular Letter Number 13/SEOJK.07/2014 concerning Standard Agreements, number II, point 3 b concerning Misuse of Circumstances (Afhami, 2019 ). Article 1322

BW explains about mistakes where the mistakes are as long as they are <sup>6</sup> regarding the nature of the goods which are the subject of the agreement and regarding the person with whom the agreement is made. The first error is called an error in substance, and the second error is called an error in persona. This is different from the coercion described in Articles 1323, 1324, 1325, and Article 1326 BW with all its patterns, this coercion can cancel the agreement. Article 1323 BW reads: "Coercion carried out against <sup>6</sup> the person making an agreement is a reason for the cancellation of the agreement, also if the coercion is carried out by a third party, for whose benefit the agreement has not been made (Afhami, 2019).

#### 4 DISCUSSIONS

Agree and capable are subjective elements in the agreement. Meanwhile, regarding certain objects and halal reasons, these are the objective conditions of <sup>5</sup> the agreement, if these conditions are not fulfilled, the implication is that <sup>5</sup> the agreement will be null and void, so that the consequence is that from the beginning the agreement was made, it is considered that it never existed. In other words, if what is not fulfilled in an agreement are objective conditions, <sup>2</sup> then the agreement is null and void (nietigbaarheid), therefore <sup>2</sup> the aim of the parties to make an agreement is void, this is because the object agreed upon is void, then the agreement is automatically void. by law. An example of non-fulfillment of subjective requirements is regarding agreement in making an agreement, if one party turns out to have committed acts of coercion, mistake or fraud, or also abuse of circumstances, then the other party can ask the judge to cancel the agreement (Afhami, 2019). Those who bind themselves are an essential element of contract law, this element is the characteristic <sup>3</sup> that determines or causes the agreement to occur (contractive order) (Afhami, 2019). In <sup>3</sup> Article 1338 paragraph (1) of the Criminal Code it is said that <sup>3</sup> all agreements made legally, apply as law for those who make them. Thus, only valid agreements are absolutely binding. As a result, if the agreement is invalid, there is the possibility of cancellation (Afhami, 2019).

In line with this, there are also principles in agreements, including the Principle of <sup>35</sup> Consensualism contained in the provisions of Article 1320 paragraph (1) BW, which states that an agreement is valid if there is an agreement between the parties which will later bind the parties. Agreeing to enter into an agreement means that the parties making the agreement have free will. The parties do not experience pressure in realizing their will in an agreement, which if there is a limitation or pressure on their free will will result in

the agreement being defective (Mariam, 1996). This is in line with Subekti's opinion which states that the principle of consensualism is contained in article 1320 jo. 1338 NW. Violation of this provision results in the agreement being invalid and also not binding as law (Mariam, 1991).

The principle of *pacta sunt servanda* is contained in the provisions of Article 1338 paragraph (1) BW which states that "all agreements made legally apply as law for those who make them". This means that the Law recognizes and places the position of the agreement made by the parties parallel to the making of the Law. The legal basis for this principle is contained in the provisions of article 1338 paragraph 1 BW. The essence of this principle is that the law provides the parties with freedom of will in making an agreement, provided that this freedom of will does not conflict with the interests of other parties which could possibly give rise to a conflict or conflict with the general will. So it can be said that the freedom referred to here is limited freedom. What this means is that the free will that animates this principle must not conflict with free will in general. Therefore, free will is no longer given an absolute meaning, but is given a relative meaning, always linked to the public interest (Mariam, 1991).

In Article 1338 paragraph 3 BW it is stated that "Agreements must be implemented in good faith". However, unfortunately the legislation does not provide a clear definition of what is meant by good faith itself. In this case, Wirjono Prodjodikoro defines good faith with the term "honestly" or "honestly". In line with this, the Hoge Raad decision dated 09 February 1923 explained that agreements must be implemented "volgens de eisen van redelijkheid en billijkheid". Redelijkheid means rational, acceptable to reason and common sense (reasonable; *raisonnable*), while billijkheid means appropriate and fair. Thus, "redelijkheid en billijkheid", includes everything that can be felt and can be accepted by reason properly, naturally and fairly, as measured by objective norms that are unwritten and do not originate from the subjectivity of the parties (Hernoko, 2010). These four principles are very important in an agreement (contract). Consensualism is related to the occurrence of an agreement, *pacta sunt servanda* is related to the consequences of an agreement, namely the binding of the parties entering into the agreement, while freedom of contract concerns the contents of the agreement (Marzuki, 2003).

After we briefly look again at what constitutes the legal requirements and principles in an agreement above, then if we return to the marriage agreement made

between Mr. inside. Regarding the subjective terms of the agreement, the author says that these have been fulfilled, namely that they were made between Mr. Furthermore, regarding the objective conditions of the agreement, here there are points that we must examine a little more carefully, namely specific objects and lawful reasons. At a certain point of object, of course we have the same thing, we can see that the object in the marriage agreement is none other than the marital property obtained by both. Meanwhile, in terms of halal conditions, in my opinion, it will be a little confusing because the general definition of halal conditions is that an agreement cannot be made that conflicts with the provisions of applicable legislation or related legal rules. Meanwhile, the provisions relating to the possibility of making a marriage agreement with a back date validity period are true, the author says that this can be done, but with the caveat that the marriage agreement here does not harm third parties. This is as stated in the Constitutional Court Decision Number 69/PUU-X-III/2015, dated 27 October 2016.

We need to pay attention to the word third party here because in the case of the above position there is no other party apart from Mr. and Mrs. B. Mr. these obligations. So, who is the third party in this case? The author believes that the State is the third party in this case. However, can the State be categorized as a third party or an aggrieved party? Of course, I can. It should be noted that the State is an organization of power for all the people which has the right to regulate and carry out any actions based on that power for the greatest prosperity of the people. The state is a public legal entity that can also act like a legal subject for people or other legal subjects. This is exemplified by the State being able to become a shareholder in a State-Owned Enterprise in connection with the State's capital participation in it. Under such conditions, it is clear that the State's position in law can be put on a par with other legal subjects which can also be harmed materially.

Furthermore, regarding the principles in the agreement, what deserves further attention is the principle of good faith. If we use the analogy again, by making the marriage agreement it can certainly be an indication that there is bad faith between the parties, namely taking advantage of existing legal loopholes for their personal interests. Of course, this is wrong in the eyes of the law and cannot be justified. Even if in this case, Mr. carried out by those who in this case fall within the scope of such good faith. This is because if Mr. A was honest from the start, the marriage agreement would automatically be made before the marriage took place, not after purchasing the land from Mr. C.

Based on the explanation above, if we refer to the failure to fulfill the principle of good faith in the marriage agreement, then the legal consequences may result in the marriage agreement being annulled. However, if we look at the impact, namely losses to the State, then it is clear that this is contrary to the applicable regulations, namely that it is prohibited to make a marriage agreement if it then harms a third party. So, based on this, it is clear that the objective conditions of the agreement are not fulfilled, resulting in the marriage agreement being null and void. With the condition of the marriage agreement being annulled, by law the land should also have its original land title status removed and remain state land.

## 5 CONCLUSIONS AND SUGGESTIONS

A marriage agreement made during the marriage period certainly has a huge impact on marital assets, especially in relation to the mixing of assets due to mixed marriages. According to the applicable provisions, ownership of land rights in the form of building use rights by foreign citizens is not permitted, and even though this has been circumvented by making a marriage agreement with a backdated validity period, it is null and void by law. This is because there is bad faith in the marriage agreement which causes the objective conditions of the agreement based on article 1320 of the Civil Code (BW) to not be fulfilled. By making the marriage agreement null and void, of course the rights to the land acquired during the marriage will also legally fall into State land. By allowing marriage agreements to be made during the marriage period, it provides many legal loopholes that can be exploited by parties who want to deceive the State for their personal interests. This is what the author illustrates in the case of the position above which in reality the author encounters in the field. It is hoped that in the future, legislators can be more thorough and observant in the process of making new regulations in order to close existing legal loopholes, so that this does not have the potential to cause harm to third parties.

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# LEGAL IMPLICATIONS OF MIXED MARRIAGES: EXAMINING MARRIAGE AGREEMENTS AND PROPERTY RIGHTS

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