

REGULATIONS ON THE VALIDATION OF MARRIAGE AGREEMENTS CARRIED OUT BY NOTARIES IN INDONESIAN POSITIVE LAW FOLLOWING CONSTITUTIONAL COURT DECISION NUMBER 69/PUU-XIII/2015

Safira Annisa¹, Djumikasi², Yenny Eta Widyanti³

^{1,2,3} Notary Master Study Program, Faculty of Law, Universitas Brawijaya

Email Correspondence: Saviraannisa21@gmail.com

Received: 15 January 2025

Published : 18 March 2025

Revised. : 30 January 2025

DOI : <https://doi.org/10.54443/ijerlas.v5i2.2479>

Accepted: 16 February 2025

Publish Link : <https://radjapublika.com/index.php/IJERLAS>

Abstract

The changes that occurred in the Constitutional Court Decision Number 69/PUU-XIII/2015 caused multiple interpretations, the change of the phrase "Making a written agreement" in Article 29 paragraph (1) of the Marriage Law to "submitting a written agreement" in the Constitutional Court Decision Number 69/PUU-XIII/2015 needs to be explained in more detail so that it creates legal certainty. The difference between the phrases "Making" and "Submitting" in the KBBi has a very different meaning, not explaining the meaning of this phrase will cause legal uncertainty, especially for Notaries. So it is necessary to study how the regulation of the ratification of marriage agreements carried out by notaries in Indonesian positive law after the Constitutional Court Decision Number 69/PUU-XIII/2015. The type of research used is the normative legal method, namely research conducted on legal sources such as laws or other literature that includes analysis of legal principles to identify and resolve legal issues that will be studied using the Theory of Legal Certainty. The results of the analysis explain that from the Constitutional Court Decision Number 69/PUU-XIII/2015, Notaries should have two new authorities.

Keyword : *Regulations On Ratification Of Marriage Agreements, Notaries, Indonesian Positive Law, Constitutional Court Decision*

1. INTRODUCTION

In the Marriage Law, the marriage agreement is regulated in Chapter V in Article 29 of Law Number 1 of 1974, namely:

- 1) "On" At or before the marriage takes place, both parties with mutual consent may enter into a written agreement which is ratified by the Marriage Registrar, after which the contents shall also apply to third parties as long as the third party is involved."
- 2) "The agreement cannot be ratified if it violates the limits of law, religion and morality."
- 3) "The agreement is valid from the time the marriage takes place."
- 4) "During the marriage, the agreement cannot be changed, unless both parties agree to change it and the change does not harm a third party."

The marriage contract must be legalized by the marriage registrar at the Religious Affairs Office for Muslims and at the Civil Registry Office for non-Muslims. The marriage contract drawn up in the form of a deed and legalized by the marriage registrar or notary aims to obtain legal approval and legality to fulfill the principle of publicity, so that if an incident occurs in the marriage, it can protect the interests of each party involved and the third party based on the marriage contract deed.

Marriage agreements essentially need to be recorded or registered as per Article 152 of the Civil Code, the purpose of which is to bind other parties or third parties. This recording is done to fulfill the principle of transparency or the principle of publication so that other parties know that there is a marriage agreement made, thus providing legal certainty for third parties.

On October 27, 2016, the Constitutional Court issued Decision Number 69/PUU-XIII/2015 which contains changes to Article 29 of Law Number 1 of 1974 concerning Marriage. Some of the changes are:

1. Before the Constitutional Court Decision Number 69/PUU-XIII/2015, a marriage contract can only be made before or at the time of the marriage. After the Constitutional Court Decision Number 69/PUU-XIII/2015, a marriage contract can be made before the marriage, at the time of the marriage or during the marriage bond.

2. Before the Constitutional Court Decision Number 69/PUU-XIII/2015, the marriage agreement came into force after the marriage took place. After the Constitutional Court Decision Number 69/PUU-XIII/2015, the marriage agreement came into force after the marriage took place, or as long as otherwise stipulated in the marriage agreement.
3. Before the Constitutional Court Decision Number 69/PUU-XIII/2015, the marriage contract was legalized by the Marriage Registrar Officer. After the Constitutional Court Decision Number 69/PUU-XIII/2015, the marriage contract can be legalized by the Marriage Registrar Officer or Notary.
4. Before the Constitutional Court Decision Number 69/PUU-XIII/2015, a marriage contract can only be changed with the consent of both parties as long as the change does not harm a third party. After the Constitutional Court Decision Number 69/PUU-XIII/2015, a marriage contract can be changed or revoked with the consent of both parties as long as the change and revocation do not harm a third party.

Constitutional Court Decision Number 69/PUU-XIII/2015 has binding legal force that is not only binding for the parties to the case, but also binding for all citizens, state institutions or officials and legal entities within the jurisdiction of Indonesia. Based on this, the Constitutional Court Decision Number 69/PUU-XIII/2015 is binding for the Population and Civil Registration Service or the Religious Affairs Office (KUA) and Notaries as officials who are authorized to validate marriage agreements.

So that Article 29 paragraph 1 of the Marriage Law after the Constitutional Court Decision Number 69/PUU-XIII/2015 has been interpreted as changing, which states:

"At the time before the marriage takes place or during the marriage bond, both parties with mutual consent can submit a written agreement that is legalized by a marriage registrar or notary, after which the contents also apply to third parties as long as the third party is involved."

The Constitutional Court Decision Number 69/PUU-XIII/2015 should be understood as the granting of new rights and authorities that were previously not regulated in Law Number 2 of 2014 concerning the Notary Office. The authority is to validate the marriage agreement submitted by the parties, namely husband and wife. The marriage agreement made in a notarial deed is not automatically legally binding on a third party, but is only legally valid and binding on both parties because to bind a third party, actions related to the principle of publicity are required. The principle of publicity is the obligation to open information so that the public, namely the general public, knows the information.

Furthermore, if the ratification of the marriage agreement is then recorded by the notary in the repertory like the recording of other notarial deeds, then this cannot be said to be the principle of publicity where the marriage agreement then binds a third party because the repertory cannot be accessed by the general public because it is confidential. The repertory can only be accessed by parties who are directly involved in accordance with Article 54 paragraph 1 of the notary law. In contrast, the marriage registrar ratifies the marriage agreement deed which can be accessed by the public.

One of the Notaries in Balikpapan City stated that he only made a marriage agreement into a notarial deed at the request of the parties, namely husband and wife, not as a party that ratifies the existing marriage agreement so that it is legally binding for other parties or third parties. The statement is in line with what has been previously regulated in Article 29 of the Marriage Law before the Constitutional Court Decision, the phrase stating "Procuring" which can be interpreted that there is a duty or authority from the Notary to make the Marriage Agreement in the form of a Notarial Deed.

The validity of the Constitutional Court's decision involving the notary profession as an institution that can validate marriage agreements without being followed by the stipulation of technical regulations regarding the legal mechanism for making marriage agreements has caused a conflict of norms that can result in legal uncertainty which in the end can be detrimental to the husband and wife who make the marriage agreement.

Notaries should now have new authority to ratify marriage contracts as done by Marriage Registrars as stipulated in the Marriage Law. Constitutional Court Decision Number 69/PUU-XIII/2015 strengthens this by allowing notaries to be involved in the ratification process, which is not followed up with clear and targeted implementing regulations.

Based on the description above, it can be inventoried the various informal changes to the marriage contract law that were drafted and signed during the marriage bond after the Constitutional Court Decision Number 69/PUU-XIII/2015 as the phrase in the Constitutional Court Decision Number 69/PUU-XIII/2015 is open to multiple interpretations, the change of the phrase "Making a written agreement" in Article 29 paragraph (1) of the Marriage Law to "submitting a written agreement" in the Constitutional Court Decision Number 69/PUU-XIII/2015 needs to be explained in more detail so that it creates legal certainty. The difference between the phrases "Making" and "Submitting" in the KBBI has a very different meaning, not explaining the meaning of this phrase will create legal uncertainty, especially for Notaries. .

Based on the description, there should be new authority given to notaries after the Constitutional Court Decision Number 69/PUU-XIII/2015. The existence of implementing regulations in the form of Regulation of the Director General of Population and Civil Registration Number 472.2/5876/Dukcapil for non-Muslims and the Director General of Islamic Community Guidance Number B.2674/DJ.III/KW.00/9/2017 for Muslims still does not fully provide a sense of security to Notaries in implementing this new authority. Therefore, it is necessary to study how the regulation of the ratification of marriage agreements carried out by notaries in positive Indonesian law after the Constitutional Court Decision Number 69/PUU-XIII/2015.

2. IMPLEMENTATION METHOD

The type of research that will be used in solving the problems in this writing is the normative legal method, namely research conducted on primary legal sources such as laws or other literature that includes analysis of legal principles to identify and resolve legal issues to be studied. This study aims to study and analyze the provisions in the Constitutional Court Decision Number 69/PUU-XIII/2015 regarding the ratification of marriage agreements carried out by notaries.

3. RESULT AND DISCUSSION

Regulations on the ratification of marriage agreements carried out by notaries in Indonesian positive law following the Constitutional Court decision Number 69/PUU-XIII/2015

a. Concept of Ratification of Marriage Agreement After Issuance of Constitutional Court Decision Number 69/PUU-XIII/2015

Basically, the changes in the provisions of the marriage agreement before and after the Constitutional Court Decision Number 69/PUU-XIII/2015 dated October 27, 2016 are only at the time of making the marriage agreement. If previously the marriage agreement could only be made by the prospective bride and groom before and at the time the marriage was held, now the marriage agreement can not only be made by the prospective bride and groom before or at the time the marriage is held, but can also be made by the husband and wife after the marriage is held, or during the marriage bond.

In addition to expanding the meaning regarding the time of making a marriage agreement, the Constitutional Court Decision Number 69/PUU/XIII/2015 also expands the institutions that provide validation of marriage agreements. The Constitutional Court Decision Number 69/PUU/XIII/2015 states that "a written agreement that is validated by a marriage registrar or notary, after which its contents also apply to third parties as long as the third party is involved".

This is different from the provisions of Article 29 paragraph (1) of Law Number 1 of 1974 concerning Marriage previously, where the ratification of the marriage agreement was carried out by the marriage registrar. The granting of new authority to Notaries to ratify marriage agreements in the Constitutional Court Decision Number 69/PUU/XIII/2015 often raises debate and questions because the new authority is outside the authority that has been regulated in Article 15 paragraph (1) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary. In addition, the new authority granted in the Constitutional Court Decision Number 69/PUU/XIII/2015 related to the form of a written agreement in a marriage agreement which is not expressly determined whether it is in the form of an authentic deed or a deed under hand so that there is disharmony in the implementing regulations for recording marriage agreements.

Notaries have new authority based on the Constitutional Court Decision. If we look at the origin of the authority, then the notary's new authority is attribution authority because it comes from laws and regulations. The marriage agreement is made in a notarial deed because an authentic deed is needed to provide certainty of proof of the agreement. An authentic deed is a deed that must be made in a form determined by law, made before an authorized official, and must be made at the place where the official is authorized. As stated in Article 15 of Law Number 30 of 2004 concerning the Position of Notary in conjunction with Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary which states that Notaries in carrying out their duties are authorized to make authentic deeds for the parties who wish, be it marriage agreement deeds or other authentic deeds. A deed made by a public official, who is authorized by the state, is known as an authentic deed. An authentic deed is needed by the parties to provide legal protection and legal certainty for the legal acts they carry out and to have perfect evidentiary power as evidence. An authentic deed basically only functions as binding evidence and has perfect evidentiary power. In line with this, in the process the marriage agreement is generally made in writing in the form of a notarial deed, but can also be made in the form of a private deed.

b. Validation of the marriage agreement carried out by a notary following the Constitutional Court decision Number 69/PUU-XIII/2015

Based on decision Number 69/PUU-XIII/2015, the Constitutional Court assessed that the phrase "at the time or before the marriage is conducted" in Article 29 paragraph (1), the phrase "... since the marriage takes place" in Article 29 paragraph (4) of Law Number 1 of 1974 concerning Marriage, limits the freedom of 2 (two) individuals to make or when to make an agreement, so that it is contrary to Article 28E paragraph (2) of the 1945 Constitution of the Republic of Indonesia. Thus, the phrase "at the time or before the marriage is conducted" in Article 29 paragraph (1) and the phrase "during the marriage" in Article 29 paragraph (4) of Law Number 1 of 1974 concerning Marriage are contrary to the 1945 Constitution of the Republic of Indonesia conditionally as long as they are not interpreted to include during the marriage bond.

The main point of the Constitutional Court's decision Number 69/PUU-XIII/2015 is that a marriage agreement can be made at the time or before or during the marriage, both parties with mutual consent can enter into a written agreement that is legalized by a marriage registrar or Notary. This means changing the previous regulation in the Civil Code and Law Number 1 of 1974 that a marriage agreement must be made before the marriage is held. In making a marriage agreement can be done with a notarial deed. The basis of the notary's authority in carrying out his duties and office as a notary to make an authentic deed in this case a marriage agreement deed is regulated in the Republic of Indonesia Law Number 2 of 2014 concerning amendments to Law Number 30 of 2004 concerning the position of a notary Article 15 Which states that: "Regarding all acts, agreements, and stipulations required by laws and regulations and/or desired by the interested party to be stated in an authentic deed, guarantee the certainty of the date of making the deed, store the deed, provide grosse, copies and extracts of the deed, all of which as long as the making of the deed is not also assigned or excluded to other officials or other people determined by law".

In the implementation of the making of a marriage agreement deed in the field, a Notary may use the provisions contained in the Civil Code or follow the provisions contained in the Constitutional Court Decision Number 69/PUU-XIII/2015 concerning amendments to Article 29 of Law Number 1 of 1974 which permits a marriage agreement to be made before, during and after the marriage as long as it is still within the marriage period. The marriage agreement is binding and applies as a law for the husband and wife and third parties, as far as the parties are concerned. If there is a dispute from changes to the contents of the marriage agreement before the Constitutional Court Decision Number 69/PUU-XIII/2015, it can be resolved through litigation and non-litigation disputes. Therefore, in order for this marriage agreement to be binding on the parties and can be used as a reference by third parties, it must be registered and legalized by the local marriage registration officer or civil registry office. In order for there to be validity from the authorized official which will have an impact on the validity of the contents of the agreement itself for the parties and third parties related to the agreement.

To more easily explain the existence of notary authority, we must look at the changes in the articles before and after the Constitutional Court Decision. Furthermore, in Article 29 paragraph (1) of the Marriage Law, this can be explained as follows:

- 1) Before or during the marriage, both prospective couples can make a written agreement that will be recorded by the Marriage Registrar. The contents of this agreement will also apply to third parties if the third party is involved and agrees.

The provisions have been changed to:

- 1) Before, during, or after marriage, both partners can make a written agreement that is legalized by a Marriage Registrar or notary. The contents of this agreement will also apply to third parties if the third party is involved and agrees.

In relation to authentic deeds and the authority of a notary as an official authorized to make authentic deeds, it can be seen further in Law Number 2 of 2014 concerning the Position of Notary. So that the form of marriage agreement stated in an authentic deed has a correlation with the authority of a notary to make an authentic deed.

The substance of the Constitutional Court Decision Number 69/PUU-XIII/2015 has been widely studied by notaries because the basis of a notary's authority to make authentic deeds also applies to marriage agreement deeds. Indeed, if examined from the perspective of authority, a notary has the authority to make and validate deeds. However, authority alone is not enough to be used as a basis for a notary to make and validate a marriage agreement if there are no implementing regulations. In making an authentic deed, the principle of caution is something that must absolutely be applied by a notary because the legal consequences of an authentic deed are serious, just like the legal consequences of a marriage agreement made before or after the marriage. Notaries are indeed authorized to make authentic deeds, but before the issuance of Constitutional Court Decision Number 69/PUU-XIII/2015, notaries did not have the authority to participate in making marriage agreements. Previously, the authority to validate marriage agreements was held by marriage registrars, where the marriage agreement that had been agreed upon by the prospective husband and wife would be stated in a marriage deed where it could be accessed by the general

public. This is basically something that notaries cannot do, because in Article 16 paragraph (1) letter f of Law Number 2 of 2014, notaries are required to keep confidential everything regarding the deeds they make and all information obtained for the purpose of making the deed in accordance with the oath/promise of office, unless the law determines otherwise. Then Article 54 paragraph (1) of Law Number 2 of 2014 states that notaries can only provide, show or notify the contents of the deed, grosse deed, copy of the deed or extract of the deed to people who are directly interested in the deed, heirs or people who obtain rights, unless otherwise determined by statutory regulations.

Based on the provisions of Article 16 paragraph (1) and Article 54 paragraph (1) of Law Number 2 of 2014, if in the ratification of the marriage agreement, the notary then records it in the repertorium like other notarial deeds, then this cannot be said to be a principle of publication where the marriage agreement binds a third party, because the repertorium cannot be accessed by the general public. So if the notary follows the procedure for ratifying the marriage agreement as carried out by the marriage registrar, then this violates the principle of confidentiality which must be carried out by the notary in making an authentic deed. Notaries and their employees who become witnesses to the deed (instrumental witnesses) have an important position to maintain the confidentiality of the deed as mandated by law. Notaries are required to keep the contents of the deed or information required in making an authentic deed confidential and this obligation is attached to their lifetime.

The existence of the Constitutional Court Decision which gives authority to a notary to ratify a marriage agreement after the marriage has taken place, but there is no provision in the laws and regulations that regulates how the procedure has created legal uncertainty. Legal certainty is one of the requirements that must be met in law enforcement, namely being justifiable against arbitrary actions, which means that a person will be able to obtain something that is expected under certain circumstances. Constitutional Court Decision Number 69/PUU/XIII/2015 has permanent and binding legal force since it was pronounced in a public hearing (final and binding).

Constitutional Court Decision Number 69/PUU/XIII/2015 which granted the Applicant's petition has the legal effect of Article 29 paragraph (1), (3) and (4) of Law Number 1 of 1974 on Marriage becoming conditionally unconstitutional. Constitutional Court Decision Number 69/PUU/XIII/2015 creates a new legal situation (declaratoir constitutif) in which the Constitutional Court is the negative legislator, so that Constitutional Court Decision Number 69/PUU/XIII/2015 is the same as a constitutional order. Constitutional Court Decision Number 69/PUU/XII/2015 has binding legal force not only binding the parties to the case (inter partes), but also binding and/or intended for all citizens, state institutions/officials and legal entities within the territory of the Republic of Indonesia (erga omnes). Based on this, the Constitutional Court Decision Number 69/PUU/XIII/2015 is binding on Notaries, the Population and Civil Registration Service or the Religious Affairs Office as officials who are authorized to validate marriage agreements.

The new authority granted by Constitutional Court Decision Number 69/PUU/XIII/2015 to Notaries is in accordance with provisions of Article 1 paragraph (1) and Article 15 paragraphs (1) and (2) of Law Number 2 of 2014 concerning the Position of Notary. Furthermore, in the provisions of Article 29 paragraph (1) of the Marriage Law following Constitutional Court Decision Number 69/PUU/XIII/2015, which states that: "..... Both parties with mutual consent may "submit" a written agreement that is legalized by a marriage registrar or Notary" This provision only determines that a marriage agreement is made in written form, without stating that a marriage agreement is made with an authentic deed or a private deed.

The existence of the Constitutional Court Decision Number 69/PUU/XIII/2015 changed the phrase which was originally "making a written agreement" in Article 29 paragraph 1 of the Marriage Law, to "submitting a written agreement". Based on the change in phrase, it can be interpreted that the role of a notary is to validate existing marriage agreements, not to make marriage agreements. This is because the change in phrase which was originally "making a written agreement" to "submitting a written agreement" which according to the Big Indonesian Dictionary (KBBI) that "making" and "submitting" are different things. Making is making, creating, or causing something that does not exist to exist, while submitting is putting forward, bringing forward or displaying something that already exists. Furthermore, "The contents of this agreement will also apply to third parties if third parties are involved". This means that if you look at the continuation of the phrase that has not changed in the Constitutional Court Decision Number 69/PUU/XIII/2015, then the notary should have the same role as the registrar as in the provisions of Article 29 paragraph (1) of the Marriage Law. The notary can also make a record as the purpose of the Validation of the Marriage Agreement which is carried out to bind the third party involved. Based on this, the ratification of the marriage agreement after the Constitutional Court Decision Number 69/PUU-XIII/2015 must be interpreted as follows. First, the Notary should be an official who receives new authority to act as a party that ratifies the marriage agreement, meaning that the parties come to the Notary to "Submit" the marriage agreement that has been made and then ratified by the Notary, as explained by the phrase "Submit" in the KBBI. Second, the Notary should also act as a party authorized to ratify the existing marriage agreement with the aim that the marriage agreement is binding on third parties as done by the Marriage Registrar.

The existence of legal uncertainty in Article 29 paragraph (1) of the Marriage Law after the Constitutional Court Decision Number 69/PUU/XIII/2015, Sudikno Mertokusumo in his theory explains that legal certainty ensures that the law will be applied appropriately. To ensure that the law functions as a rule that must be obeyed, a strong and authoritative entity is needed to carry out legal control efforts through legislation. With the unclear explanation in the Provisions of Article 29 paragraph (1) of the Marriage Law after the Constitutional Court Decision Number 69/PUU/XIII/2015, notaries as officials who are given new authority by attribution in the Constitutional Court Decision Number 69/PUU/XIII/2015 have not been able to fully exercise this authority optimally. Legal certainty, which is a value that in principle provides legal protection, has not yet been implemented, so that the law should not only provide responsibility but also protection for its implementation.

The theory of legal certainty in its correlation with the amendment to Article 29 of Law Number 1 of 1974 concerning Marriage in the Constitutional Court Decision Number 69/PUU/XIII/2015, namely legal certainty refers to the implementation of clear, permanent, consistent and consequent laws whose implementation cannot be influenced by subjective circumstances, therefore the amendment to Article 29 of the Marriage Law by the Constitutional Court is to provide legal certainty in the sense of the word contained in Article 29 of the Marriage Law where the new authority of the notary as in the Constitutional Court Decision Number 69/PUU/XIII/2015, namely First, the Notary should as an official who receives new authority act as a party that ratifies the marriage agreement, meaning that the parties come to the Notary to "Submit" the marriage agreement that has been made and then ratified by the Notary, as explained by the phrase "Submit" in the KBBI Second, the Notary should also act as a party authorized to ratify the existing marriage agreement with the aim that the marriage agreement is binding on third parties as done Marriage registrar. However, to provide more legal certainty regarding the existence of such authority, it must be accommodated with clear and binding implementing regulations.

4. CONCLUSION

The ratification of the marriage agreement carried out by a Notary in the Constitutional Court Decision Number 69/PUU-XIII/2015 must be interpreted that First, the Notary should be an official who receives new authority to act as a party who ratifies the marriage agreement, meaning that the parties come to the Notary to "Submit" the marriage agreement that has been made and then ratified by the Notary, as explained by the phrase "Submit" in the KBBI which means "to put forward, bring forward or display something that already exists." So if you see the phrase, it must be interpreted that the Notary ratifies the marriage agreement that was made privately and then legalized (Legalization). Second, the Notary should also act as a party authorized to ratify the existing marriage agreement with the aim that the marriage agreement is binding on third parties as done by the Marriage Registrar.

REFERENCES

- Arko Kanadianto, 2016, Pembuatan Perjanjian Pisah Harta Pasca Putusan Mahkamah Konstitusi Nomor 69/PUU-XIII/2015.
- Asyatama, Faradilla, and Fully Handayani Ridwan. "Analisis Perjanjian Perkawinan Menurut Undang-Undang Perkawinan di Indonesia." *Jurnal Ajudikasi: Jurnal Ilmu Hukum* Vol. 5, No. 2 (2021).
- Charissa, Amanda, "Peran Notaris Terkait Pengesahan Perjanjian Perkawinan Pasca Putusan Mahkamah Konstitusi Nomor 69/PUU-XIII/2015 Serta Pentingnya Pencatatan Perjanjian Perkawinan Terhadap Pihak Ketiga (Analisa Putusan No. 59/Pdt.G/2018/PN Bgr)", *Indonesian Notary Journal*, Vol. 4, No. 2, 2022.
- Efendi Satria, *Problematika Hukum Keluarga Islam Kontemporer*, Kencana, Jakarta, 2004.
- Eva Dwinopianti, *Implikasi dan Akibat Hukum Putusan Mahkamah Konstitusi Nomor 69/PUU-XIII/2015 terhadap pembuaan akta perjanjian Perkawinan Setalag Kawin yang Dibuat di Hadapan Notaris*, *Jurnal Lex Renaissance* No.1 Vol.2 Januari 2017.
- Fhauzi Prasetya, *Peran Notaris Terkait Pengesahan Perjanjian Perkawinan Pasca Putusan Mahkamah Konstitusi Nomor 69/PUU-XIII/2015*, *Justisia Jurnal Hukum*, Vol.2 No.1 April 2018
- Firman Floranta Adonara, *Kewenangan Notaris Mengesahkan Perjanjian Kawin Sebagai Amanat Konstitusi*, *Jurnal Ilmu Kenotariatan*, Vol.1 No.2, Juli 2020.
- Hanafi Arief. *Pengantar Hukum Indonesia dalam Tatanan Historis, Tata Hukum dan Politik Hukum Nasional*. ILKIS Pelangi Aksara, Yogyakarta: 2006.
- Herlin Budiono, *Kumpulan Tulisan Hukum Perdata dibidang Kenotariatan*, Buku kedua, Citra Aditya Bakti, Bandung, 2010.

- J. Satrio, Hukum Perkawinan, Cetakan ke-I, Citra Aditya Bakti, Bandung, 1993.
- Martiman Rrodjohamidjojo, Hukum Perkawinan Indonesia, Indonesia Legal Centre Publishing, Jakarta, 2002.
- R. Soegondo Notodisoerjo, Hukum Notarian di Indonesia, PT. Raja Grafindo, Jakarta, 1993.
- R. Soetojo Prawirohamidjojo dan Asis Safiodin, Hukum Orang dan Keluarga, Alumni, Bandung, 2007.
- Rosnidar Sembiring, Hukum Keluarga Harta-harta Benda dalam Perkawinan, Cet. Pertama, Raja Grafindo Persada, Jakarta, 2016.
- Rosnidar Sembiring, Hukum Keluarga Harta-harta Benda Dalam Perkawinan, Cetakan Pertama, Raja Grafindo Persada, Jakarta, 2016.
- Subekti, Ringkasan Tentang Hukum Keluarga Dan Hukum Waris, Cet.4, Pt.Intermasa, Jakarta, 2004.
- Titik triwulan tutik, Hukum Perdata dalam Sistem Hukum Nasional, Prenada Media Grup, Jakarta, 2008.
- Wahyono Darmabrata, Tinjauan Undang-undang No.1 Tahun 1974 Tentang Perkawinan dan Peraturan Pelaksananya, Rizkita, Jakarta, 2008.
- Wira Dharma, Syahrudin Nawi & Hasbuddin Khalid, Kewenangan Notaris Dalam Pengesahan Perjanjian Kawin, Journal Of Lex Theory (JLT), Vol.2 No.1 Juni 2021.
- Rahmulyono, M. idris, Hukum Perkawinan islam Suatu Analisa UU Nomor 1 Tahun 1974 dan Kompilasi Hukum Islam, Ikrar Mandiri Abadi, Jakarta, 2003.