



Legal Protection for Owners of Inherited Property in Marriage Agreements Based on Law No. 16 of 2019 About Marriage

Lusia Nova Hutasoit¹, Roida Nababan^{2*}, Meli Hertati Gultom³
Fakultas Hukum, Universitas HKBP Nommensen, Indonesia

Corresponding Author: Roida Nababan roidanababan@uhn.ac.id

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ABSTRACT

This study aims to analyze the law of inherited property during marriage as well as to identify the type of legal protection provided to the owner of inherited property through a marriage agreement. This study uses a normative juridical approach that emphasizes analytical and legislative approaches. Data was collected through research on primary, secondary, and tertiary legal materials. The findings of the study show that the marriage agreement provides legal protection for the owner of the default in a repressive and preventive manner. Prevention of a marriage agreement can reduce the mixing of assets and protect the ownership of inherited property, and repressively a marriage agreement can provide legal certainty in handling the ownership of inherited property. This study concludes that the marriage agreement is an effective legal instrument to protect the rights of the owner of the property, as well as understand the importance of the marriage agreement as a legal protection in a preventive marriage.

INTRODUCTION

Every individual human being, both women and men, has an instinct to have offspring through legal marriage. This gives birth to duties and rights in the household, so that it is possible to unite property in marriage on the contrary can be agreed to other (Fitrah, 2022). According to article 1 of Law No. 1 of 1974 which has been amended to Law No. 16 of 2019 concerning Marriage states that *“Marriage is an innate bond between a man and a woman as husband and wife with the aim of forming a happy and eternal family or household based on the One Godhead”* (Undang Undang No. 1 Tahun 1974 Tentang Perkawinan, 2012). R. Wirjono Prodjodikoro argues that marriage is a cohabitation between a man and a woman to complete all the requirements including those regulated by the marriage law, considered marriage (Simanjuntak, 2015).

The amendment of the marriage law carried out by the government is to adjust to the cultural, religious, and social developments in Indonesia and protect the rights to inherited property obtained by husband and wife before or before marriage. Inheritance is a topic discussed in marriage law in Indonesia with the aim of providing clarity and balance of rights for both parties to manage and utilize their respective inheritance during married life. Acquired property is property obtained or brought (personally) by the prospective married couple before marriage and is a permanent property under the control of the husband and wife as long as it is not specified otherwise in the marriage agreement (Andayani et al., 2024).

Article 35 paragraph (2) of the UUP states, *“The inherited property of each husband and wife and the property obtained by each as a gift or inheritance, is under the control of each as long as the parties do not specify otherwise.”*

A marriage agreement is very important to protect the inheritance in marriage because the marriage agreement can function as a mechanism to maintain the prenuptial property of the parties before marriage, during the marriage, or after the marriage.

A marriage agreement can be made before with the name of a pre-nuptial agreement (*Pre Nuptial Agreement*), which is an agreement between the parties, will be a husband and wife before marriage, one of which regulates property. And it can be done after marriage with the issuance of the Constitutional Court decision Number 69/PUU-XIII/2015 or called a *post-marriial agreement*, namely if each party needs to rearrange the rights and obligations after marriage and recognize the changes as long as both parties agree.

In the Constitutional Court Decision Number 69/PUU-XIII/2015, three periods of time for making a marriage agreement are regulated, namely at the time of the marriage bond, before the marriage and during the marriage bond (Annisa Cahya Kirana Payuyu dkk, 2021). Unless otherwise agreed, property acquired during marriage is often considered joint property in Indonesia. This makes those who have inherited property worry about the security of assets or personal property. In fact, it has been explained in article 36 paragraph (2) of the UUP that *“Regarding their respective property, husband and wife have the full right to perform legal acts regarding their property”* (Undang Undang No. 1 Tahun 1974 Tentang Perkawinan, 2012). Full rights can be interpreted, only the person who

has property rights has the widest authority, including the right to manage (*beheer*) and ownership (*beschikking*) (J.Sario, 1991).

The marriage agreement (article 29 of Law No. 1 of 1974) provides a barrier for couples to avoid and emphasize marriage problems. The marriage agreement serves as a guideline to understand the rights and obligations that have been predetermined (Ni'mah & Yunanto, 2023). Rather, this agreement can be used as proof of ownership that has the force of an authentic deed if it has become a deed under hand if it has been registered with the Registrar of Marriage and vice versa (Annisa Cahya Kirana Payuyu dkk, 2021). In making a marriage agreement, of course, there are steps to determine inherited assets, including identifying the source of property before marriage (inheritance or gifts), recording property obtained before marriage, making a written agreement, clear documentation and proving the source of property, and legal consultation.

With a marriage agreement, property owners can be more calm to ensure that their property remains private property and is not recognized as joint property if a divorce occurs at some point. Arrangement of property is an important step in order to create a fair, transparent, and protective relationship with the financial rights of the parties in order to minimize the occurrence of new problems related to the parties' property.

If there is a divorce between the two parties, this marriage law can minimize the potential for injustice and regulate rights and obligations in the distribution of property, both innate property and joint property. Meanwhile, there are still many people who do not care much about the importance of making this marriage agreement. In the Civil Code, a marriage agreement is considered valid if it meets the requirements in article 1320, this creates legal uncertainty between the community or a third party through a prenuptial document under hand and the force of legal proof is only valid for those who recognize the agreement.

This study reviews how the legal regulation of inherited property in marriage according to Law No. 16 of 2019 concerning marriage and how to protect the owner of inherited property through a marriage agreement. The purpose of the research discussed by the researcher is to find out the legal arrangements regarding inheritance in marriage according to Law No. 16 of 2019 and to study the legal protection provided by the marriage agreement for the owner of the inheritance. Therefore, the author is interested in conducting research entitled, "Legal Protection of Owners of Inherited Property in Marriage with Marriage Agreement Based on Law No. 16 of 2019 concerning Marriage."

LITERATURE REVIEW

1. An Overview of Marriage

a) Definition of marriage

Marriage in article 1 of Law No. 1 of 1974 concerning Marriage can be interpreted as "...the bond between a man and a woman as husband and wife...". In the Civil Code, article 26 states that the Law views marriage only in civil relationships, which means that marriage is only seen from a civil point of view without looking at elements of religion and the Civil Code regarding

marriage only applies to those who are subject as long as it does not conflict with Law No. 1 of 1974 which was amended to Law No. 16 of 2019 concerning marriage. According to Paul Scholten, marriage is a legal relationship between a man and a woman to live together eternally recognized by the state.

b) Conditions of Marriage

The conditions of marriage according to Law No. 1 of 1974 are separated into formal and material conditions, which include:

1) Material Requirements (Articles 6-11) for the public

- The bride and groom have an agreement
- A person under the age of 21 needs parental permission before they can get married.
- Marriage can be carried out if the man is at least 19 years old and the woman is at least 16 years old
- has nothing to do with marrying someone else
- A woman who has passed the waiting time

Relative Material Requirements (prohibition of marriage) Article 8

- Blood ties in a linear lineage, should it be upstream or downstream
- The state of the sideways descent bond
- There is a relationship between the two
- There is a dairy relationship
- The existence of a brother's relationship with his wife
- When there is a relationship but marriage is prohibited by religion or other relevant laws.

2) Formal Requirements (article 10 of Government Regulation No. 9 of 1975 concerning the Implementation of the UUP)

- Notification of marriage intention to the Registrar
- Marriage is carried out according to religious law and the beliefs embraced by the parties
- The necessary permission from the court is if there is no parental permission and permission for polygamy

a) Purpose of Marriage

According to Law No. 1 of 1974, the purpose of marriage is to create a happy and lasting family (household), get offspring, achieve happiness both physically and mentally, for a lifetime by building commitment, and carrying out commands on beliefs in their respective religions.

2. Overview of Marriage Agreements

Definition of Marriage Agreement

As long as it does not contradict the law, religion, or customs, then the agreement made by the husband and wife, not only the agreement related to property (Djaja, 2020).

3. Overview of Inherited Assets

Definition of Innate Property

As long as there is nothing else listed in the marriage agreement, then inherited property is property that is acquired or brought by the husband and wife (personally) before marriage and is a fixed property in their control (Andayani et al., 2024).

METHODOLOGY

The author's research methodology in this work is normative juridical research. Normative juridical research is a research method on laws and regulations, both from the perspective of the hierarchy of laws and regulations and the relationship of legal harmony (Jaholden, 2021). Primary legal materials, secondary legal materials, and tertiary legal materials are some of the data sources used in this study, including: (Poltak.S, 2014) :

1. Primary legal materials are binding legal materials consisting of Law Number 16 of 2019 amendments to Law Number 1 of 1974 concerning Marriage, Law Number 1 of 1974 concerning Marriage, Civil Code, Government Regulation Number 9 of 1975 concerning the Implementation of Law Number 1 of 1974.
2. Law books, scientific works, legal publications, encyclopedias, works from the legal community related to this research study, and other related legal materials, can all be considered as secondary legal materials, or legal sources that explain primary legal materials.
3. Tertiary legal materials, which include legal dictionaries appropriate for the purpose of legal research and publication that explain information on primary and secondary legal materials.

Data collection in this study uses data collection tools, namely through literature studies (*Library Research*) (Jaholden, 2021), It is cited through literature research such as books and laws relevant to this research topic to provide results in the formulation of research problems. The researcher uses qualitative normative juridical research, which is data analysis that refers to legal norms contained in various laws and regulations, court decisions, books, journal articles, and relevant doctrines (Ali, 2011). So that it provides results with conclusions that can respond to the formulation of research problems.

RESEARCH RESULT AND DISCUSSION

1. Legal Arrangements Regarding Inherited Property in Marriage According to Law No. 16 of 2019 concerning Marriage

Legal regulations on property in Indonesia are regulated in Law No. 16 of 2019 (Presiden Republik Indonesia, 2019) jo Law No. 1 of 1974 concerning Marriage, this Law applies to the public, both Muslims and non-Muslims. For Muslims, there is a special arrangement, namely Islamic Law Complications (KHI). KHI is used by the court to resolve disputes, such as the division of property with the parties submitted before them (Teguh, 2023).

According to Article 35 of the Marriage Law, inherited property is property owned by each spouse separately and subject to complete arrangements (Saverius Ndraha, 2024). As long as the parties do not decide otherwise, then the husband and wife are responsible for their inheritance and the inheritance they receive as gifts or inheritances. Therefore, it can be interpreted that property in a marriage is a separate property, meaning that the person who brings the property into the marriage (innate property) still owns and controls it (Simanjuntak, 2015).

Innate property is the personal property of a couple before marriage, Wahjono Darmabrata and Surini Ahlan Sjarif claimed. The personal property in dispute includes (Siringoringo et al., 2023); a. Debts and receivables that have not been paid off before the marriage takes place. b. gifts obtained from outside sources, unless otherwise stated. c. The property obtained by one of the spouses is inherited, unless there is something that has been determined. d. the proceeds of inherited property throughout the marriage include debts incurred from its management. Innate property is different from joint property, contained in articles 35 to 37 of the UUP which states that they get property during marriage with the consensus of both parties is called joint property (Tamrin Yunus, Zulkarnain Suleman, 2024).

When two people decide to separate their assets, they commit to separating all of their assets, debts, and income. And the separation aims to minimize the risk if there is a divorce in the future, since the marriage agreement was made there is no division of common property (article 29 of the Civil Code). Joint property is the joint property of a husband and wife that they both acquire during their marriage, Marriage Law Number 1 of 1974 provides an explanation of the definition, namely: "*Property obtained during marriage becomes joint property*" (Zalsabilla, 2024). (Undang Undang No. 1 Tahun 1974 Tentang Perkawinan, 2012) jo Law No. 16 of 2019 concerning Marriage states that inherited property is obtained during the marriage, the inherited property of each party, both acquired property (inheritance, grants, gifts). In article 36 paragraph (2) it is explained that the inherited property is under the power of each party without the consent of the spouse, but it is inversely proportional to the joint property must be with the consent of the spouse with the aim of applying the law of deeds to the mentioned property (Giyanthi et al., 2022).

The position of inherited property in marriage is regulated in Law Number 1 of 1974 concerning Marriage, Article 35 Paragraph 2 that inherited property is under the control of its owner, the authority to manage inherited property is given the full right to manage its property and does not require the consent of the spouse to take legal action on his property. Husband and wife have equality in control of the original property, both inherited property and joint property (Sadi, 2021). Unless the husband and wife want to determine something else, it means that the husband and wife carry out the marriage agreement to regulate their property in the marriage, so that the control of the inheritance is carried out commensurate with the content of the marriage agreement that has been agreed upon by each party (Kelik Wardiono, Septarina Budiwati, Nuswardhani, 2018).

The provisions of property obtained before the marriage are regulatory (*aanvullend recht*) which can be deviated from the existence of an agreement (Arifin, 2024). This provision comes from the sound of article 35 paragraph (2) of the UUP which states that "as long as the parties do not determine anything else" has the meaning of being open, to make other provisions by entering into an agreement or agreement between husband and wife to deviate from the main rules of the law (Arifin, 2024). When there is a dispute over inherited property in a divorce, the process of resolving inherited property disputes includes; identification of the source of inherited assets, conducting settlement through mediation, being able to file a lawsuit to the Court, litigation proceedings and Court Decisions.

Furthermore, in marriage, husband and wife have rights and responsibilities as referred to in article 35 paragraph (2) of the Marriage Law, the rights that are regulated, namely the full right to control the property, the right to manage the property independently, the right to determine the use of the property of the parties. The implication means that each person's inherent property remains his or her own, is not included in the division of common property, is subject to the law applicable to the owner, the obligation has been implied in the UUUP, the obligation to maintain the property, the obligation to record and document the property, the obligation not to mix personal property with common property. Inherited property cannot be changed without a temporary agreement, while joint property requires the consent of husband and wife in its management.

Inherited property can be separated in the process of dividing common property and cannot be divided into it. Inherited property remains the right of the owner's heirs if the owner dies and can be used as collateral for the owner's debts. To declare that the inherited property belongs to him, there needs to be written evidence or information that shows ownership, which can be in the form of ownership papers, witnesses who know the origin of the property, documentation that shows the acquisition of property before marriage.

Therefore, inherited property becomes the owner's personal capital in marriage as a gift or heritage asset as long as the parties do not determine other circumstances. Therefore, an agreement can be reached that will facilitate the separation of assets in the event of a divorce in the future on the other hand the death of one of them. It even results in losses and quarrels that divide the families of both parties (husband and wife's family) (Susisusanti G. Pakaya, 2016). Marimonial property is regulated in the Marriage Law and the Civil Code with different principles. The Civil Code adopts the principle of property union, where all marital property becomes joint property since marriage without the need for a special agreement, unless otherwise specified in the marriage agreement (Article 119 of the Civil Code).

Therefore, it can be said that each couple in a marriage has property or property of their own (Jhon Kenedi, 2018). To ensure that the parties concerned are not charged in the future, the most important element in the marriage agreement is that both parties are open, honest, and trust each other enough to make an agreement that will be outlined in the marriage agreement deed

(Febrina Vivaiata Chaty Roring, 2014). It can be concluded that the arrangement of inherited property aims to protect individual property rights, provide legal certainty, prevent property disputes in the future and ensure justice for each party.

2. Legal Protection for Owners of Inherited Property Through Marriage Agreement

Law No. 16 of 2019 jo Law No. 1 of 1974 concerning Marriage and the Civil Code both regulate legal protection for owners of inherited property through marriage agreements. A marriage agreement allows husband and wife to differentiate their inheritance so that the parties retain full rights to the property during and after and after the marriage. It can also protect the parties from the couple's debt liability. The agreement is made by notarization before marriage and cannot be changed during marriage.

In the Civil Code, article 1313 states that an agreement is "*an agreement is an act done by one or more people to bind themselves to another*" (Cahyani, 2020). Chapter V, "The Marriage Agreement," contains the rules relating to the marriage agreement. Before marriage, the prospective husband and wife can make and agree on a document known as a marriage agreement. A marriage agreement is also often called a prenuptial agreement to control the rights and obligations of both partners (Asman, 2020). Furthermore, husband and wife are obliged to carry out what is the content of the agreement that has been agreed upon, including regulating property. The property brought by each husband and wife will be inherited when marriage occurs, as a result the inherited property remains under the control of the husband and wife as the legal owners of their property (Kelik Wardiono, Septarina Budiwati, Nuswardhani, 2018).

A marriage agreement is legally binding for as long as the marriage lasts, and usually specifies how personal assets will be divided in the event of divorce or the death of one of the spouses (Asman, 2020). To control the impact of marriage on the assets of both parties, the marriage agreement often lists the assets owned by the husband and wife. The compliance of both parties with the law and the principles that have been agreed must be the basis of the agreement.

In the legal system in Indonesia, Article 29 paragraphs (1), (2), (3), and (4) of Law No. 1 of 1974 in conjunction with Law No. 16 of 2019 concerning Marriage regulates marriage agreements which reads as follows:

(1) By mutual consent, both parties may, at or before the marriage, enter into a written agreement expressly approved by the marriage registrar. The provisions of the agreement will also apply to third parties to the extent they fall within the rights of the parties.

(2) If the second-party agreement goes beyond the boundaries of morality, religion, or law, the contract cannot be ratified.

(3) The provision is binding as soon as the marriage is carried out.

(4) This agreement cannot be cancelled or amended as long as the couple is married, unless both parties agree to the changes and will not adversely affect the third party.

In addition to the UUP that regulates marriage agreements, there is a Civil Code that discusses inheritance with marriage agreements contained in articles

139 to 154. Referring to article 149 of the Civil Code, it is said: "*After the marriage takes place, the marriage agreement in any way, cannot be changed.*" What is meant is that there is no change in the marriage agreement after marriage, it is absolutely irreversible, protects third parties, and provides legal certainty to husband and wife to prevent pressure from one of the parties.

Going back to the initial stipulation of the marriage agreement in article 149 of the Civil Code, it has undergone changes with the issuance of Decision No. 69/PUU-XIII/2015 from the Constitutional Court, which allows the making and modification of a marriage agreement during the marriage with certain conditions (Teguh, 2023). The issuance of the Constitutional Court Decision, the making of an agreement can be carried out for three periods, namely at the time of marriage, before the marriage takes place and while in marital status (Putusan Nomor 69/PUU-XIII/2015 Tentang Waktu Perjanjian Perkawinan, 2016). The agreement is called a *post-marital agreement*, which is if each party needs to rearrange the rights and obligations after marriage and recognize the change as long as both parties agree.

Both parties may agree to change or cancel the terms of the marriage contract, provided that the change does not adversely affect third parties (bank creditors, financing institutions, business partners, buyers or sellers of assets, parties having a legal relationship with the spouse, heirs of the spouse) to be said to be valid, unless otherwise stated, from the time the marriage takes place. It is impossible to separate the marriage contract from the requirements that give legal force, in article 1320 of the Civil Code it is stated that the validity of an agreement requires 4 (four) conditions, including the existence of an agreement between the two parties that bind them, being capable of making legal acts, having a certain thing, and the existence of a halal cause/cause.

The implications of the Constitutional Court Decision No. 69/PUU-XIII/2015 which changes the process of making marriage agreements, making deeds after marriage, and strengthens Law No. 1 of 1974 concerning Marriage and provides flexibility in the period of making marriage agreements for the parties, removes obstacles to making marriage agreements, protects the property ownership rights of Indonesian citizens to bind themselves with foreign citizens as spouses and allows couples to tailor contracts to their own needs. The impact on the position of joint property, especially the marriage contract that follows marriage will affect the position of joint property of husband and wife and attachment to a third person. The third party, namely the other party, is obliged to comply with the terms that have been agreed in the agreement.

Juridical and social consequences of the Constitutional Court Decision No. 69/PUU-XIII/2015 affects the constitutional right, namely affirming the husband and wife to design a marriage agreement commensurate with the needs and progressive implementation to meet the needs of modern society in the context of family law. When making or modifying, a marriage contract several requirements must be met such as the need for a notary deed, must not harm a third party and both parties must agree to the terms of the marriage agreement and the marriage registrar must legalize the contract. This decision provides

advantages and provides a significant new legal breakthrough in the regulation of marriage agreements in Indonesia.

In general, husband and wife can enter into eight types of marriage agreements before a notary, including (Benny Djaja, 2024):

1. Marriage contracts that do not involve the union of property
Hanya ada harta warisan (pribadi), dan rincian dari setiap harta warisan jelas sesuai dengan kesepakatan yang diuraikan dalam Pasal 139 KUH Perdata dan Pasal 29 UUP, masing-masing pihak juga memiliki utang pribadi.
2. Profit and loss federal marriage agreement
This agreement is regulated by articles 155-165 of the Civil Code, separated into two categories of assets, namely common assets and inherent assets. Husband and wife must divide the profits or losses resulting from joint property and inherited property.
3. Marriage agreement federal income and income
Regulated in article 164 of the Civil Code, the profit-loss partnership is almost similar. But there is a difference, if there is a loss of more than two percent, the husband and wife will split the profits and income. income, the wife does not need to pay and the loss is borne by the husband.
4. Marriage agreement outside of consent with conditions
According to Article 140 paragraph (2) of the Civil Code, the wife's property derived from grants and inheritance is considered part of the union of common property. According to Article 140 paragraph (3), the husband is not allowed to transfer the common property that has been agreed upon without the consent of the wife. Managing is the responsibility of the wife and if the husband violates and causes something bad to the property, the husband is obliged to replace it.
5. Changes to the marriage agreement
If both parties agree and do not cause harm to the third person, the marriage agreement cannot be changed or annulled. Once amended, it must be announced in the daily newspaper. Please note, this act is only one change.
6. Separation of marital property
The division of property is regulated in Articles 186-195 of the Civil Code, if there is no marriage agreement, the property will become joint property. The wife can submit an application to the local District Court for the division of marital property if the husband is extravagant. The Deed of Separation of Maridal Property was made after the new ruling. However, in practice, this has rarely been found since the Constitutional Court Decision Number 69/PUU-XIII/2015 was issued.
7. Restoration of the federation
In articles 196-198 of the Civil Code, the restoration of marital property can be carried out as if it were not a mixture of assets, after the Deed of Restoration is made, the deed must be published in a daily newspaper if there is joint property and do this only once.

8. Farewell table and bed

Articles 233-249 of the Civil Code stipulate the separation of tables and beds as grounds for divorce and can be filed due to persecution and rude insults from one of the parties.

Furthermore, it is stated that despite the legal exceptions, children under the age of 21 are not allowed to sign a marriage contract and must be represented by a parent or legal guardian. Article 151 of the Civil Code states that a minor child according to the positive law does not meet the requirements for marriage can act in legalizing a marriage contract with the help of his parents or other persons who must give him consent (Simanjuntak, 2015).

Article 29 of the UUP (related to marriage agreements) regulates the possibility before/ during the marriage, make an agreement on inheritance. With the basic principle that each owner retains ownership of the inheritance, this arrangement clarifies the rights and obligations of the husband and wife related to the asset. There are some exceptions that can be handled differently in marriage contracts, such as when the husband and wife agree to combine the inheritance, when customary law provisions apply in a particular location, and when the husband and wife adhere to religious requirements.

Meanwhile, if there is a dispute between the two parties, the owner of the inheritance with a marriage agreement can be legally protected both non-litigation (out of court) and litigation (court). Therefore, the agreement will contain the rights and obligations of the parties, as well as the settlement of disputes that may arise during the marriage, and this agreement is valid in the marriage agreement as applicable as a law for the parties for reasons determined by the law so that there will be no dispute over the marriage agreement regarding the inheritance (Saverius Ndraha, 2024).

The existence of an agreement on inheritance with a marriage agreement is a form of guarantee provided by the state to the community to protect the rights of its citizens. Legal protection with the aim of protecting inherited property as an individual right, inherited property cannot be infringed by other parties, inherited property will remain the full right of the owner even if a divorce occurs, inherited property can be inherited according to the owner's will through a marriage agreement.

CONCLUSIONS AND RECOMMENDATIONS

Decision No. 69/PUU-XIII/2015 from the Constitutional Court significantly changed the formulation and application of marriage agreements in Indonesia. By allowing for the creation of deeds after marriage and expanding the arrangement of the status of joint property, this ruling creates a better legal framework. Law Number 16 of 2019 and Law Number 1 of 1974 concerning Marriage both regulate inheritance in marriage. The regulation of inherited property is contained in article 35 paragraph (2) and article 36 paragraph (2) of the UUP that inherited property is owned individually by the husband or wife

from the proceeds obtained by each other, either gifts or inheritance remain under the control of each party as long as the parties do not specify anything else.

The arrangement of inherited property by separating the assets of both parties, both property, debts and income obtained before the marriage by making a marriage agreement can minimize the risk of divorce or one of the deceased causing losses and disputes that have the potential to destroy the families of both parties (husband or wife's family) in the future as stated in article 29 of the Marriage Law reaffirmed in article 36 paragraph (2) that the inherited property is under the control of each party without the consent of the spouse, but is inversely proportional to the joint property must be with the consent of the spouse with the aim of carrying out legal enforcement of the joint property and providing legal certainty by preventing property disputes and ensuring justice for the parties.

Therefore, the legal protection of the owner of the property through a marriage agreement in Article 1313 of the Civil Code Chapter V which mentions the act of Article 29 paragraphs (1)-(4) of Law No. 1 of 1974 concerning Marriage which manages marriage confirms that one or more people bind themselves to another person. From the type of marriage to the age limit to reach an agreement made before or after the marriage to avoid disputes between the two parties which are passed through as if in court or non-litigation and the authority of all parties is respected.

Suggestion

1. The government needs to increase socialization and education about marriage agreements to the public, so that their rights and obligations are protected. Simplifying the registration process so that it is easily accessible to the public. Evaluate and revise regulations related to marriage agreements in order to adjust to the development of the times and the needs of the community.
2. The community needs to understand that the purpose of the marriage agreement is not to anticipate in the event of a divorce, but to regulate the rights and obligations of husband and wife during the marriage. Discuss your wishes honestly and openly with your partner regarding inheritance by making a marriage agreement.

ADVANCED RESEARCH

In a study related to the analysis of the protection of the owner of the property in the marriage agreement, it was found that there are many rules related to the making of the agreement. However, this study specifically refers to the UUP and relevant rules. This causes differences between previous studies. This gap can be used by future researchers to answer the question of whether the UUP is effective in protecting the owners of their own belongings and which must be studied.

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