

THE PUBLICITY PRINCIPLE IN MAKING THE DEED OF THE NUPTIAL AGREEMENT BY NOTARY

Mohammad Nizar Sabri*

Abstract

The settlement of this research conclude that; the Resolution of Constitutional Council Number 69/PUU-XIII/2015 with regard to nuptial agreements is contradictory to the purpose of the publicity principle. Ratio legis of The authorization related to the publicity of notaries is also contradictory to the obligations of notaries to maintain the confidentiality of the content of a deed and the professional oath of notaries as regulated in Article 16 paragraph (1) letter f of the Amendment to UUJN, in conjunction with Article 4 paragraph (2) of UUJN. The existence of the Letter from the Director General of the Demography and Civil Registry as well as circular letter of the Directorate General of Islamic community guidance (Ditjen Bimas Islam) on the registration of Reporting Nuptial Agreements; such letter does not follow up in relation to the resolutions of the Constitutional Council. However, the endeavour made to interpret the resolutions of the Constitutional Council by the Director General of Demography and Civil Registry is inconsistent with the resolution already mentioned by the Constitutional Council (MK). In its first point it is stated that a nuptial agreement can be made drawn up in a notarized deed, on the other hand, the Constitutional Council, in its resolution, only mentions that a nuptial agreement may be drawn up in writing, which means that it may be executed by the parties only or be drawn up as a notarized deed.

Keywords

authority of notaries, nuptial agreements, publicity Principle

* Faculty of Law, Airlangga University, Surabaya, East Java, Indonesia.

Correspondence: Mohammad Nizar Sabri, Faculty of Law, Airlangga University, Surabaya, East Java, Indonesia. Email: muhammadnizarshabri@gmail.com

Introduction

Every marriage has an aim which is stipulated in Article 1 of Law Number 1 of 1974 on Marriage (hereinafter referred to as "UUP"). Every marriage aims to form a happy and prosperous family (Abdul Kadir Muhammad, 2014). The marriage that has been held by husband and wife brings not only the consequences of right and obligation between them but also the consequences of civil law such as the arrangement of the property of husband and wife either the separate property owned before marriage or the community property owned during the marriage.

Essentially, a reason held of the nuptial agreement is to deviate from laws and regulations of marriage, which regulates that the personal wealth of each husband and wife is in principle of separation property. As regulated in Article 35 Juncto Article 36 UUP, the property acquired during the marriage become the community property, and about this, husband and wife can act with approval from both sides. However, if they want that property separated each other and if they want to transfer without asking the approval of both sides, it can be made an agreement which is called nuptial agreement.

On October 27, 2016, the Constitutional Court of Indonesia issued the decision Number 69/PUU-XII/2015 related that nuptial agreement brings the fundamental changes, even it changes the framework or the systematics of the agreement regulation which is regulated in marriage law (Agus Yudha Hernoko, 2016). Regarding the content of the verdict, it shows that the Constitutional Court of Indonesia have been clearly changed the framework or the systematics of the nuptial marriage and the changes are fundamental. This becomes a problem for the Notaries related to what basis the Constitutional Court of Indonesia authorizes the Notaries to ratify the nuptial marriage and being able to guarantee the legal security.

The nuptial agreement starts to apply to the third parties since the registration day in Clerk Office of District Court where the marriage is held (Subekti, 2003). In contrast to regulation in Law Number 1 of 1974 on Marriage which does not require the registration of nuptial agreement in the general register of the Clerk Office of District Court which its territorial jurisdiction covers the area where the marriage takes place, based on the stipulation 152 Burgerlijk Wetboek (hereinafter referred to as "BW") this binds to the third party (Miftachul Machsun, 2016). However, if the UUP registration, recording, and validation are in the marriage registry officer either in the Office of

Religious Affairs or in the Registry Office, the registration or validation of nuptial agreement aims to fulfill the principle of publicity so that no third party is harmed.

Notary profession in carrying out his duties and authority which is regulated in Law Number 30 of 2004 Juncto Law Number 2 of 2014 concerning notary profession (hereinafter referred to as "UUJN-Changes") regulates the obligation to conceal all about deeds made and all about information gained for making deed as contained in Article 16 Section (1) letter f UUJN Changes. On mei 19, 2017 the Ministry of Home Affairs through Directorate General of Population and Civil Registration (Dukcapil) issued letter Number 472.2/5876/Dukcapil concerning the recording of reports the marriage agreement (hereinafter referred to as Circular Letter of Directorate General of Population and Civil Registration). Then, on September 28, 2017, the Ministry of Religious Affairs through Directorate General of Islamic Community Guidance issued letter Number B.2674/DJ.III/KW.00/9/2017 on the recording of nuptial agreement (hereinafter referred to as Circular letter of Directorate General of Islamic Community Guidance).

The two letters above are used to follow up regarding the decree of Constitutional Court of Indonesia. However, the efforts done to interpret the decree of Constitutional Court of Indonesia either Directorate General of Population and Civil Registration or Directorate General of Islamic Community Guidance does not correspond even tend to be confusing. Based on the background described above can be formulated the problem i.e. (1) Ratio Legis the Notary authority in making and ratifying the nuptial agreement; (2) implementation of the decree of Constitutional Court of Indonesia based on the Circular Letter of Directorate General of Population and Civil Registration.

Research Method

The method used to discuss this problem is juridical normative, that review the principle of the nuptial agreement by Notary. The research approach uses statue approach, conceptual approach, and comparative approach.

Result and Discussion

The Analysis of Decree of the Constitutional Court Number 69/PUU-XIII/ 2015

Essentially, the nuptial agreement is a legal action. Where, the agreement is multiple legal actions that need the cooperation of two or more parties to bring legal consequences (Herlien Budiono, 2014). Sketchily, the legal action is action that can bring legal consequences (Salim H.S, 2014)

According to Satjipto Raharjo, For determining ratio legis to the laws and regulations, argues that the principle of law is “heart” of law regulation and it has a position as a ratio legis, that will provide assistance in understanding the rules of law (Satjipto Raharjo, 1996). While Sudikto Mertokusumo based the opinion of Bellefroid, van Eikema Hommes, The Liang Gie and P. Scholten argues that “the law principle is not concrete law regulation but it is a basic thought that is general or it is the background of concrete rules that are contained in every legal system incarnated in law and regulation and jurisprudence which is positive law and is able to be found by looking for the general traits in the concrete rules” (Sudikno Mertokusumo, 2002).

Marital Property In system BW can be used as a form of a guarantee for any engagement involving third party particularly third party involved in the nuptial agreement. As stated in Article 1131 BW it can be interpreted that the function of the existence of marital property can be become a general security. The provision contained in Article 119 as *regelend recht*, with the meaning the rules may be ruled out by the parties on the basis of an agreement. This can be seen in Article 139 BW which the essence states that by making nuptial agreement both prospective spouses have a right to prepare the irregularities towards law regulated the marital community of property (Moch. Isnaeni, 2017).

The brief discussion of nuptial agreement in BW regulation can be used as the first basis for understanding the institution of the nuptial agreement, Although in the present especially the rule regulating nuptial agreement in Indonesia is no longer referred to BW anymore since the UUP appeared. It focused on the original meaning of Article 29 UUP consisting of 4 Sections. The outlines are as follow: in Section (1) the essence is the prospective spouses are allowed to make an agreement in the written form that will be approved by marriage registry officer when the marriage is held. Article (2) states that the nuptial agreement is not allowed to break the law, religion, and ethic. Article (3) stipulates that the nuptial agreement comes into effect as the from the marriage held. And Article (4) the essence is that the nuptial agreement can be changed as long as it is not detrimental to the third party.

The decree of the constitutional court of Indonesia looks similar to the decree of the district court of Surabaya No. 8482/Pdt.P/2012/PN.Sby. similar to the decree of the constitutional court of Indonesia in the stipulation, the panel of judges also grant the petitioner’s request to record and to validate the nuptial agreement made but it has not yet recorded and legalized in front of marriage registry officer. This is different from

Nieuw Burgerlijk Wetboek (hereinafter referred to as "NBW") that has previously known the nuptial agreement during the marriage as set in a book I, title 8 concerning nuptial agreement, part 1 concerning nuptial agreement in general. The provision in Article 1:114 NBW states that: "A nuptial agreement may be concluded by the prospective spouses before their marriage (prenuptial agreement) or during their marriage (postnuptial agreement)."

The Authority of the Nuptial-Agreement Legalization

The authority is a legal action regulated and granted to a position under the applicable law and regulation that regulates the position concerned (Ghansham Anand, 2014). Thus, every authority has the boundary, as this is stated in the law and regulation. The legalization the nuptial agreement in practice is conducted when the marriage records held, so if the agreement is late to be registered to record, it can be reached by obtaining the decision of district court (for non-Muslims) or religious court (for Muslims). It is affirmed with the decree of the Constitutional Court of Indonesia Number 585 K/Pdt/2012 which states that "the records of the nuptial agreement on the marriage registry officer is only concerned with administration and verification of nuptial agreement for the third party, while both parties apply the principle of Pacta sunt servanda".

The legalization involving the Notary in legalization problem of the nuptial agreement is essentially the authority of marriage registry officer and it can be said that it violates the system of the function of the publicity principle. The Notary's authority is limited as the law and regulation which is regulated the position of official concerned. While the authority of marriage registry officer validate the nuptial agreement for Muslim through (KUA) and non-Muslim through (Registry Office).

The understanding of the validity that is realized and held by the marriage registry officer (Registry Office and Office of Religious Affairs) is with the registration and recording of the nuptial agreement on the marriage book and marriage certificate by providing the additional note in the marriage book and marriage certificate. The registration and recording of the nuptial agreement on the marriage book and marriage certificate are to fulfill the publicity principle.

Article 15 Section (3) UUJN Changes allows the Notary to be granted the additional authority beyond the authority of the Article (1) and (2) UUJN Changes. However, this must have a clear legal basis that is the law and regulation. Furthermore, the other

provision in Article 16 Section (1) letter f UUJN Changes is that a Notary has obligation to conceal and not to notify the content of the deed. The basis reads “in carrying out his duty, a Notary is obligatory all confidential detail about the deed (the bold print is from researcher) made by him and all the information obtained for the deed that accords with the occupational oath, unless the Law determines otherwise”. Similarly, the occupational oath of Notary is stipulated in Article 4 Section (2) UUJN that reads “ I swear/Promise: ... that I shall keep the contents of the deed and the information obtained in carrying out my duty...” (Edna Hanindito, 2017).

The Binding Force of Nuptial Agreement

In BW Perspective, the binding force of an agreement can be observed in the redaction of Article 1338 (1) BW stating that “ all legally-made agreements is applicable as the Legislation for those who make them”. The meaning of being applicable as the Legislation for those who make them shows that the legislation admits dan places the position of parties equal with the legislator (Agus Yudha Hernoko, 2010).

In the nuptial agreement, the spouses may determine by themselves the contents in the nuptial agreement as long as the nuptial agreement does not contain everything that violates the boundaries of Laws, religions, and ethics (Article 29 Section (2) UUP). The provision essentially provides the recognition of the freedom and the independence of the parties in making the agreement. The freedom in question is to determine: (i) contents; (ii) enactment and requirement of the agreement; (iii) with a certain form or not; and (iv) free to choose which Law used for the agreement.

Furthermore, substantially, the binding force of the agreement, especially in relation to the contents of the agreement or the achievement, is not only binding on things that are firmly stated on it but also binding on all things that are based on the agreement, this is required by appropriateness, custom, or Law. This can be observed from the substance of Article 1339 BW or Article 6:248 Section (1) of NBW. Special for Nuptial Agreement, the binding force is not only binding for the parties i.e. the spouses but also binding for the third party.

Special nuptial agreement, the binding force not only bind the parties (spouses) but also bind the third party. As the decree of the constitutional court of Indonesia, Number 69/PUU-XIII/2015 states that :

Article 29 Section (1) of Law Number 1 of 1974 reads that “(...) written agreement which is validated by the marriage registry officer or Notary after the content of the nuptial agreement also applies to the third party as long as the third party is involved.”

The binding force of the Nuptial agreement will apply to the third party after the deed of the agreement is registered by the marriage registry officer and is saved in the general register of the Clerk Office of District Court (J. Andy Hartanto, 2017). As also it is regulated in Article 13 Section (1) of PP No. 9 of 1975. If a nuptial agreement is not recorded and registered, the third party has a right to assume that the spouses are married with separation property.

The Essential of Publicity in the Nuptial Agreement

The nuptial agreement is essentially a legal action that can not be separated from the corridor of the covenant law, although it has a slightly different character from the agreement in general (Moch Isnaeni, 2016). Therefore, the validity requirement must certainly refer to Article 1320 BW, i.e. being agreed, being capable, certain objects, and the cause allowed. Although it is a type of agreement, in addition to complying the requirement contained in Article 1320 BW, it is still required the validity by the marriage registry officer.

We often find the publicity principle in the nuptial agreement based on two things, i.e. recorded and registered. Actually, the two terms are the same thing in the validity of the nuptial agreement. The recording of the nuptial agreement is made by the marriage registry officer as regulated in Article 12 Juncto 13 PP No. 9 of 1975. Article 12 letter h states that the marriage certificate contains the nuptial agreement if any. Furthermore, in Article 13 Section (1), the marriage certificate is made in two copies. The first sheet is saved by the marriage registry officer and the second sheet is saved on the Court clerk in the region of the marriage registration office.

Regarding the registration of the nuptial agreement, a nuptial agreement applies to the third party after the deed of agreement is registered in general register in the Clerk Office of District Court. As it is stipulated in Article 152 BW that aims to provide the opportunity to the third party to know and to see the nuptial agreement (publicity principle). However, this is not applicable after the existence of UUP on all form of publicity principle of the nuptial agreement submitted to the marriage registry officer as contained in the decree of the Supreme Court of Indonesia No. 585 K/Pdt/2012.

Based on the Circular Letter of Directorate General of Population and Civil Registration (Dukcapil), the application of publicity principle can be observed as referred to the first attachment. The attachment in point 6 (sixth) is described that the recording of the reporting of the nuptial agreement is done by procedure; the civil registration officer at UPT implementing agency makes the marginal note on register of deed and excerpt of marriage certificate or issues the statement letter of nuptial agreement made in Indonesia and the recording of the marriage is conducted in other countries. Furthermore, the excerpt of the marriage certificate that has been made the marginal note or the statement letter is given to each husband and/or wife.

The principle of publicity as contained in the provision of Article 29 Section (1) is not intended as a determinant of the validity of the nuptial agreement because the criteria for determining the validity of the nuptial agreement can be found in Article 29 Section (2) which states that the agreement cannot be ratified if it violates the boundaries of laws, religions, and ethics (Sari Murti Widiyastuti, 2017).

The Contradiction of the Deed form of The Nuptial Agreement in the Decree of the Constitutional Court of Indonesia and the Letter of Directorate General Number 472.2/5876/ Dukcapil. The nuptial agreement is classified in the agreement in the law on evidence in the sense that the intent of the party is in violation of a proof. Dispelling the hesitation concerning the application of a proof according to laws or avoiding a reverse proof with the provision of the agreement shall not be contrary to the laws that are coercive (C. Asser-A.S. Hartkamp 4-II,1977). The provision that is coercive arises when the legislator specifically wants to protect one of the parties and also if the legislator intends to provide the protection to the third party (Herlien Budiono, 2015).

The coercion is visible in the nuptial agreement that is other than the form and the content. The legal subject had been determined that the prospective spouses who will hold the marriage. This nuptial agreement in the contract law can be categorized as domestic contract. Domestic contract is an agreement that although the agreement has occurred, it is not intended for the parties to be bound by the agreement or creating contractual terms. Usually, the agreements categorized as domestic contract are the agreements that occur in the scope of the family law.

The nuptial agreement is different from the general agreement that commonly referred to as a commercial contract. If the implementation of the nuptial agreement occurs violation done by either party, the aggrieved party can not take a lawsuit based on the

breach. The sanction to spouses who do not implement their obligation is a moral sanction.

Viewed from the form of the nuptial agreement, there is the contradiction between the decree of Constitutional Court and the letter of Dukcapil. Previously, if it is observed the differences of the form of the nuptial agreement, it had been visible between BW and UUP.

Before UUP, BW-Makers had regulated concerning the nuptial agreement. The nuptial agreement is made in order to violate Article 139 BW and the waiver of the Article is indeed permitted as described by the Article 139 BW. Therefore, it is logical if the nuptial agreement is made before the spouses go to the wedding, even based on the Article 147 BW, the nuptial agreement requires the form of the authentic deed in order to obtain the perfect evidence.

Whereas based on UUP, it is clearly mentioned in Article 29 that the nuptial agreement is made with a written agreement. It is conformable with Article 29 UUP, in the decree of Constitutional Court, it is also mentioned that the nuptial agreement is made in the form of a written agreement. The written agreement can be interpreted with the authentic deed or a private deed. However, the issuance of the circular letter of Directorate General of Population and Civil Registration which is to follow up the decree of Constitutional Court is mentioned in the first point that the nuptial agreement is made with the notarial deed. This does not certainly correspond with the decree of the Constitutional Court which states that the nuptial agreement can be made with a written agreement. It is conformable with the circular letter of directorate general of Dukcapil which is applicable to non-Muslim and the circular letter of directorate general of Bimaslamic which is applicable to Muslim that it is also mentioned the nuptial agreement is made with a Notarial deed.

The contradiction of the form of the deed has different legal-consequences especially in the law on evidence. Furthermore, the validity of the nuptial agreement by making the nuptial agreement by the Notarial deed aims to (Titik Triwulan Tutik, 2011):

- 1) to prevent a hasty act, because the consequence of this agreement will be borne for life.
- 2) For legal security
- 3) As the only valid evidence

- 4) To prevent the possibility of the smuggling of the provision Article 149 BW.

By making the nuptial agreement pursuant to the Notarial deed, there is the legal security in the nuptial agreement concerning the rights and obligations of the husband and wife for the property in the marriage.

The Access towards The Validity of The Nuptial Agreement

Essentially, an agreement only applies to the parties who make the agreement. This is regulated in Article 1315 juncto Article 1340 BW that is the personality principle of an agreement. The personality principle is the principle determining that a person who will do or will make an agreement is only for individual interest (B.N, Marbun,2009).

The Article 1315 BW regulates “generally, no one can bind himself on his own behalf or ask to be specified a promise for himself”. Article 1340 BW mentions that “an agreement is only valid between the parties who made. An agreement cannot bring loss to the third party, not the third parties therefore benefit, other than in the case provided for in Article 1317 BW”. This Article states that a person who makes the agreement cannot be on behalf of another person, this means that a person who has an obligation and gains the right from the obligation only applies to the party held the agreement. The provision in this Article may be excluded only if it occurs the agreement of the third-party interest.

Therefore, the personality principle has the exception that is the form named an agreement for the third party or *derden beding*. As mentioned in Article 1317 BW that “the agreement may also be made for the interest of the third party. If an agreement made for himself or the awarding to another person contains the requirement as mentioned. The person who promises the matter mentioned may not withdraw it if the third party has declared his intention to use it.

Since the UUP applies, the registration or the validation or the recording of the nuptial agreement is no longer done in the Clerk Office of District Court, for Muslim spouses, the recording is done by the Office of Religious Affairs on their marriage book. while for non-Muslim, the recording is done the Registry Office on their marriage book (Irma Devita, 2013). The requirements document required for the recording of the nuptial agreement made during the marriage bond i.e.(Adminkpco, 2017):

1. Copy of Spouses' Resident Identity Card (KTP Elektronik);
2. Copy of family card;

3. Copy of notarial deed of nuptial agreement that has been legalized by showing the originals;
4. Excerpt of marriage certificates of husband and wife;

These steps are particularly required for the nuptial agreement made binds to the third party. With the registration in the institution determined, the element of the publicity has been fulfilled so that it also binds to the third party (Norman Edwin Elnizar, 2017). The application of the recording of the nuptial-agreement report is proposed by husband and/or wife. However, if the husband and/or wife are unable to do or busy, they may authorize to the third party. The marriage registry officer will make the marginal note on the deed of registration and the excerpt of the marriage certificate. The excerpt of the marriage certificate that has included the marginal note will be given to each husband and/or wife.

The excerpt of marriage certificate containing the marginal notes will be used as the evidence that it has been registered as the nuptial agreement. With the registration of the nuptial agreement, the agreement is valid and binding on the third party (Adminkpco, 2017).

Conclusion

The decree of the Constitutional Court Number 69/PUU-XIII/2015 concerning the nuptial agreement causes the new problem related to the legalization of the nuptial agreement by Notary. The legalization of the nuptial agreement is required to fulfill the publicity principle to bind to the third party. Therefore, The ratio legis of the nuptial agreement legalization by Notary is not appropriate for the purpose of the publicity principle. And the awarding of authority related to publicity to the Notary also contradicts to the obligation of the Notary to conceal the contents of the deed as regulated in Article 16 Section (1) letter f UUJN The amendment and also contradicts in the oath of Notary as stipulated in Article 4 Section (2) UUJN.

The existence of the letter Directorate General of Dukcapil and the circular letter of Directorate General of Bimasislam concerning Recording of the Nuptial Agreement report is to follow up the decree of the Constitutional Court. However, the effort made to interpret the decree of the Constitutional Court by Directorate General Dukcapil is not appropriate to the verdict mentioned by the Constitutional Court. The first point is mentioned that the nuptial agreement is made by notarial deed, while the Constitutional Court in its verdict only states that the nuptial agreement may be made

in writing which means it may be made under the hands or by the Notarial deed. Regardless of the contradictions of the deed form in the letter of the Directorate General and the decree of the Constitutional Court, the purpose of making a nuptial agreement in the form of an authentic deed can guarantee the legal security because the notarial deed is the perfect evidence, which is directly signed by the parties, this means that the Notary participates in ensuring the contents of the nuptial agreement in accordance with what is stated in the minuta deed.

References

Books

- Anand, Ghansham. (2014), *Karakteristik Jabatan Notaris di Indonesia*. Sidoarjo: Zifatama Publisher.
- Bryan (ed), A. Garner. (2014). *Black's Law Dictionary Tenth Edition*. New York: St. Paul Minn.
- Budiono, Herlien. (2014). *Ajaran Umum Hukum Perjanjian dan Penerapannya di Bidang Kenotariatan*. Bandung: Citra Aditya Bakti.
- _____. (2015). *Asas Keseimbangan Bagi Hukum Perjanjian Indonesia, Hukum Perjanjian Berlandaskan Asas-Asas Wigati Indonesia*. Bandung: Citra Aditya Bakti.
- El Rahman, Taufiq. (2010). *Hukum Perikatan*. Materi Kuliah, Yogyakarta: Fakultas Hukum Universitas Gajah Mada (UGM).
- Hartkamp, C. Asser-A.S. 4-II. (1977). *Verbintenissenrecht, Algemene leer der overeenkomsten. tiende druk*. Deventer: W.E.J Tjeenk Willink.
- Marbun, B.N. (2009). *Membuat Perjanjian yang Aman dan Sesuai Hukum*. Jakarta: Puspa Swara.
- Muhammad, Abdul Kadir. (1990). *Hukum Perdata Indonesia*. Bandung: Citra Aditya Bakti.
- Hartanto, J. Andy. (2017). *Hukum Harta Kekayaan Perkawinan, Menurut "Burgerlijk Wetboek" dan Undang-Undang Perkawinan*. Yogyakarta: Laksbang PRESSindo.
- Hernoko, Agus Yudha. (2010). *Hukum Perjanjian, Asas Proporsionalitas dalam Kontrak Komersial*. Jakarta: Prenadamedia Group.

- Isnaeni, Moch. (2016). *Hukum Perkawinan Indonesia*. Cetakan II. Surabaya: Revka Petra Media.
- Mertokusumo, Sudikno. (2002). *Mengenal Hukum, Suatu Pengantar*. Yogyakarta: Liberty.
- Rahardjo, Satjipto. (1996). *Ilmu Hukum*. Bandung: Citra Aditya Bakti.
- Salim H.S. (2004). *Hukum Kontrak Teori dan Tehnik Penyusunan Kontrak*. Jakarta: Sinar Grafika.
- Subekti. (2003). *Pokok-Pokok Hukum Perdata*, Jakarta: Intermasa.
- Tutik, Titik Triwulan. (2011). *Hukum Perdata dalam Sistem Hukum Nasional*. Jakarta: Kencana.

Laws and Regulations

- Burgerlijk Wetboek (BW), Stb Tahun 1847 Nomor 23.
- Nieuw Burgerlijk Wetboek (NBW), Stb Tahun 1990 Nomor 90.
- Undang-Undang Nomor 1 Tahun 1974 tentang Perkawinan, Lembaran Negara Republik Indonesia Tahun 1974 Nomor 1, Tambahan Lembaran Negara Republik Indonesia Nomor 3019.
- Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris. Lembaran Negara Republik Indonesia Tahun 2004 Nomor 117, Tambahan Lembaran Negara Republik Indonesia Nomor 4432.
- Undang-Undang Nomor 2 Tahun 2014 tentang Perubahan atas UU Nomor 30 Tahun 2004 tentang Jabatan Notaris. Lembaran Negara Republik Indonesia Tahun 2014 Nomor 3, Tambahan Lembaran Negara Republik Indonesia Nomor 5491.
- Peraturan Pemerintah Republik Indonesia Nomor 9 Tahun 1975 tentang Pelaksanaan Undang-Undang nomor 1 Tahun 1974. Lembaran Negara Republik Indonesia Tahun 1975 Nomor 12, Tambahan Lembaran Negara Republik Indonesia Nomor 3050.

Court Decisions

- Putusan Mahkamah Konstitusi Nomor 69/PUU-XII/2015 tentang Uji Materi terhadap Pasal 29 ayat (1), (3), (4) UU No. 1 Tahun 1974 tentang Perkawinan terkait Perjanjian Perkawinan.

Putusan Mahkamah Agung Nomor 585 K/Pdt/2012 tentang Permohonan Kasasi atas Perjanjian Perkawinan yang tidak disahkan oleh Pegawai Pencatat Perkawinan.

Penetapan Pengadilan Negeri Surabaya Nomor 8482/Pdt.P/2012/PN.Sby tentang Pengurusan Pencatatan Perjanjian Perkawinan yang terlambat.

Other Regulations

Surat Direktorat Jenderal Kependudukan dan Pencatatan Sipil Nomor 472.2/5876/Dukcapil tentang Pencatatan Pelaporan Perjanjian Perkawinan.

Surat Direktorat Jenderal Bimbingan Masyarakat Islam Nomor B.2674/DJ.III/KW.00/9/2017 tentang Pencatatan Perjanjian Perkawinan.

Websites

Adminkpco, "Ini Ketentuan Pelaksanaan Perjanjian Perkawinan Setelah Menikah (Posnuptial Agreement)" 31 Mei 2017, (<http://kantorpengacara.co/ini-ketentuan-pelaksana-perjanjian-perkawinan-setelah-menikah-postnuptial-agreement/>) diakses pada Selasa, 15 Agustus 2017.

Irma Devita, "Hukum Online: Sahkah Perjanjian Kawin Yang Tak Didaftarkan Ke Pengadilan", Rabu, 13 November 2013, (<http://www.hukumonline.com/detail/lt525dffe353c5e/sahkah-perjanjian-kawin-yang-tak-didaftarkan-ke-pengadilan>) diakses pada Jum'at, 21 Juli 2017.

Norman Edwin Elnizar, "Hukum Online: Tips Aman membuat perjannjanjian perkawinan ala Notaris dan Hakim Agung", Rabu, 15 Mei 2017, (<http://www.hukumonline.com/berita/baca/lt591911a74dae1/tips-aman-membuat-perjanjian-kawin-ala-notaris-dan-hakim-agung>) diakses pada Jum'at, 21 Juli 2017.

Seminars

Hanindito, Edna, Kajian Hukum Terhadap Pembuatan Akta Perjanjian Kawin Pasca Putusan Mahkamah Konstitusi Nomor 69/PUU-XIII/2015 Dan Akibat Hukumnya Bagi Notaris, Materi disampaikan pada acara Seminar Nasional Universitas Jayabaya, diselenggarakan oleh Ikatan Mahasiswa Notaris (IMANO) Jayabaya, Jakarta, Tanggal 20 April 2017.

Hernoko, Agus Yudha, *Quo Vadis Perlindungan Hukum Bagi Pihak Ketiga Dalam Perjanjian Perkawinan (Problematika Hukum Pasca Putusan MK Nomor 69/PUU-XII/2015)*, Materi disampaikan pada acara seminar dengan tema “Problematika Perjanjian Kawin Pasca Putusan Mahkamah Konstitusi Nomor: 69/PUU-XIII/2015”, diselenggarakan oleh Ikatan Mahasiswa Kenotariatan Fakultas Hukum Universitas Airlangga, Surabaya, Tanggal 5 Desember 2016.

Isnaeni, Moch, *Palu Godam Mahkamah Konstitusi Menafikkan Hakekat Perjanjian Perkawinan*, Materi disampaikan pada acara seminar regional dengan tema “Eksistensi Perjanjian Perkawinan Pasca Putusan Mahkamah Konstitusi” diselenggarakan oleh Fakultas Hukum Universitas Atma Jaya, Yogyakarta, Tanggal 22 Maret 2017.

Miftachul Machsun, *Problematika Perjanjian Kawin (Pasca Putusan MK Nomor 69/PUU-XII/2015)*, Materi Disampaikan Pada Acara Seminar Program Magister Kenotariatan Universitas Airlangga, Tanggal 5 Desember 2016.

Widiyastuti, Sari Murti, *Analisis Putusan MK Nomor 69/PUU-XII/2015*, Materi disampaikan pada acara seminar regional dengan tema “Eksistensi Perjanjian Perkawinan Pasca Putusan Mahkamah Konstitusi” diselenggarakan oleh Fakultas Hukum Universitas Atma Jaya, Yogyakarta, Tanggal 22 Maret 2017.