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Defending National Lands through Marriage: Marital Property Rights of Transnational Marriages in Indonesia

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Abstract

Indonesia adheres to the principle of nationalism over land. Indonesian law stipulates that foreigners domiciled in Indonesia and foreign legal entities that have representatives in Indonesia are prohibited from owning land with private rights. With this provision, the performers of tansnational marriages, where one of the spouses is an Indonesian citizen, experience difficulties in obtaining ownership rights and building use rights over a property. This study examines court decisions on marital property of tansnational marriages. The decisions state that the property, which is the object of the lawsuit, is joint property of tansnational marriages, so that it cannot become an inheritance or the property of one of the parties in accordance with the laws and regulations in Indonesia. This study uses qualitative research methods with a normative approach. Source of data obtained through library materials. This study concludes that Indonesian marriage law stipulates that property acquired during a marriage is joint property. However, this provision does not apply to married couples of different nationalities where one partner is an Indonesian citizen, because this provision is contrary to Indonesian agrarian law. Therefore, Indonesian citizens who are married to foreign nationals are not allowed to have land rights in the form of property rights, business use rights or building use rights, because assets acquired after marriage become marital joint property, and spouses with foreign status will also be owners of the marital property

Keywords: marital property, transnational marriages, national land

Introduction

Indonesia through Law Number 5 of 1960 concerning agrarian regulations (hereinafter referred to as Agrarian Law) principally adheres to the principle of nationalism over land or "prohibition of land alienation" (gronds verponding verbrood), namely land in Indonesia can only be owned by individuals with Indonesian citizenship or Indonesian legal entities. Referring to this principle, foreign nationals cannot own land with the status of private property, however they are only allowed with usufructuary rights, as stipulated in Article 42 of the Agrarian Law. Thus, the limitations of the rights held by foreign nationals, namely for residential ownership in the form of houses may only be built on usufructuary land or controlled by agreement; and for the

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ownership of apartment units only those built on usufructuary land over state land. In principle, the Agrarian Law prohibits foreigners from having ownership rights or usufructuary rights over land and buildings.

The Agrarian Law stipulates that foreigners domiciled in Indonesia and foreign legal entities that have representatives in Indonesia are prohibited from owning land with private rights. They are only allowed to have land use rights and rental rights for buildings. Based on the rules of the Agrarian Law, perpetrators of transnational marriages, where one of the spouses is an Indonesian citizen, also experience difficulties in obtaining ownership rights and building use rights over a property. Even though the Agrarian Law is sixty-three years old, these rules are still valid in the current era of globalization.

The era of globalization requires laws that can become the basis for all citizens' activities. Advances in communication technology, migration, and increased ease of travel can broaden the possibilities for individuals to cross-border marriages. In Indonesia, Bali is the most dominant area for transnational marriages, namely marriages between two people who in Indonesia are subject to different laws because of differences in nationality and one of the parties is an Indonesian citizen. The practice of transnational marriage can be found in the characteristics of regions between countries and the social structures that emerge in those areas, because transnational spaces bring together many people from different countries. The province of Bali in Indonesia is an international tourist destination, so there are many transnational marriages that unite two different nations, foreign citizens and Indonesian citizens. The Association of Indonesian Transnational Marriage Communities noted that there were more than 1200 foreigners involved in transnational marriages in Bali who were registered in their community. The issue of marriages of different nationalities is often associated not only with social, cultural, economic issues, but also with much broader political issues such as nationalism, globalization, transnationalization, international migration, human trafficking, vertical social mobility, and the creation of symbolic boundaries between ethnic populations, religious denominations, or social classes. However, from the point of view of the parties carrying out the marriage, namely the husband and wife, each of them is bound by legal responsibilities or rights and obligations that have been determined by law.

Husband and wife have an obligation to maintain the household, which is the main structure of every society. The rights and obligations of a wife must be equal to those of her husband in household life and social interaction in society. In Indonesia, the husband is considered the head of the family, while the wife is the housewife. As the head of the family, a husband is obliged to protect his wife and provide for household needs, according to his means. A wife is required to

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manage household affairs to the best of her ability. The division of different roles between husband and wife causes each partner to have the right to the assets acquired during marriage with the same division. According to Indonesian law, if a husband or wife fails to fulfill their obligations, the couple can apply to the court for an appropriate settlement, and can claim half of the joint property.

In Indonesia, as in other countries, marriage has legal consequences for the property of the husband and wife (including gifts and inheritance), assets acquired during the marriage, and also legal consequences for property owned in the event of a divorce. Assets brought by husband and wife separately and assets obtained by each spouse as gifts or inheritance remain their own property, unless otherwise determined by each spouse. Each spouse shall separately retain all right and interest in all property, in whatever form he or she has to dispose of such separate property. Assets acquired during marriage become joint property of the husband and wife. The husband and/or wife have the legal capacity to use the property with their respective approval. In accordance with Law Number 1 of 1974 concerning Marriage, these assets are called marital property. Article 35 of the Marriage Law states that property acquired during marriage becomes marital joint property. In the event that the marriage is broken up due to divorce, marital property must be regulated according to applicable law in Indonesia.

One characteristic of Islamic law in Indonesia is the recognition of the concept of joint property owned by husband and wife. In the Compilation of Islamic Law in Indonesia (hereinafter referred to as the Compilation of Islamic Law) marital assets consist of assets acquired during marriage through the business of one of the spouses. The Compilation of Islamic Law provisions distinguish joint assets from separate assets, and define separate assets as all assets owned by one of the spouses before marriage or obtained in marriage from gifts or inheritance.

Suing marital assets in court occurs because of a divorce. One of the things filed in a divorce suit is the issue of marital assets acquired by both husband and wife. This marital property dispute factually leads to the distribution of other assets. Divorce that occurs between husband and wife of different nationalities also brings consequences for marital property claims. This case can be seen, among others, in several court decisions in Denpasar, Bali, as a place where many transnational marriages occur with one of the spouses being an Indonesian citizen, for example Denpasar District Court Decision number 536/Pdt.P/2015/PN.Dps and Denpasar Religious Court Decision number 358/Pdt.G/2019/PA.Dps, likewise with the Constitutional Court Decision Number 69/PUU-XIII/2015 that was submitted by a group of people from Bali. Until now, marital assets have been proven to have contributed to legal and justice issues both in terms of the distribution of assets and their formulation.

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This study examines the judge's considerations and the legal basis used in deciding cases of marital joint property between husband and wife of different nationalities, where one of them is an Indonesian citizen. According to the legal provisions in Indonesia, a husband and wife who are both Indonesian citizens, of course, each is entitled to half of the marital joint property in the event of a divorce. However, the legal provisions do not apply the same if one of them is a foreigner, because the ownership of property for foreigners is related to the Agrarian Law. Therefore, this problem is interesting to study how state law protects the motherland from foreign ownership. This discussion is examined by looking at examples of cases in the Denpasar District Court Decision number 536/Pdt.P/2015/PN.Dps and the Denpasar Religious Court Decision number 358/Pdt.G/2019/PA.Dps regarding joint assets from transnational marriages, which one of the spouses is an Indonesian citizen while the other is a foreign national. In addition, the Constitutional Court Decision Number 69/PUU-XIII/2015 of 2015 concerning judicial review of Article 35 Paragraph (1) of the Marriage Law and Article 36 Paragraph (1) of the Agrarian Law, is also the focus of discussion in this study, because the Constitutional Court's decision can become the legal basis for the courts.

MATERIAL AND METHOD

This study uses qualitative research methods with a normative approach. Source of data obtained through literature study. Normative legal research is a study conducted or based on existing legal provisions, or a theory determined from materials consisting of: primary legal materials, namely research materials in the form of main legal provisions. The primary legal materials used are Law Number 5 of 1960 concerning Agrarian Regulations, Law Number 1 of 1974 concerning Marriage, Compilation of Islamic Law in Indonesia, Book of Civil Code, Constitutional Court Decision Number 69/PUU-XIII/ 2015 In 2015, Denpasar District Court Decision number 536/Pdt.P/2015/PN.Dps and Denpasar Religious Court Decision number 358/Pdt.G/2019/PA.Dps. Meanwhile, secondary legal materials are legal materials that are closely related to primary legal materials and other data that helps to analyze primary legal materials. The secondary legal materials used are legal books, legal scientific journals, and opinions of legal experts that are related to this research.

The Nationality Principle of the Indonesian Agrarian Law

If referred to the Dutch Colonial period, the ban on alienating land was originally regulated in the 1875 Saatsblad No. 179 which regulated the prohibition of land alienation. It was stated in the ban on land alienation that the Indonesian people (known as pribumi or indigenous) could not alienate their land (land with customary rights). Buying and selling land that violated the prohibition was deemed illegal and had no legal force. During the independence period, legal

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provisions regarding land were regulated in Law Number 5 of 1960 concerning Agrarian Regulations. The enactment of the Agrarian Law is a very important milestone in the history of agrarian or land development in Indonesia. The enactment of the Agrarian Law is a very important milestone in the history of agrarian or land development in Indonesia. One of the things envisioned from the enactment of the Agrarian Law is the unification of land law. This Agrarian Law was enacted in the spirit of nationalism and in the context of carrying out the mandate of the Indonesian constitution.

National legal politics in the land sector is based on the provisions of paragraph 4 of the Preamble of the Indonesian Constitution, which reads: "Then instead of that to form an Indonesian State Government that protects the entire Indonesian nation and all of Indonesia's bloodshed and to promote public welfare...". This legal politics is embodied in the provisions of Article 33 paragraph (3) of the Indonesian Constitution that "the land, water and natural resources contained therein are controlled by the State and used for the greatest prosperity of the people". This legal politics is further elaborated in various policies of laws and regulations related to the control, ownership and use of land.

Based on this, the Government of the Republic of Indonesia has duties and responsibilities that must be carried out to protect the entire Indonesian nation and all of Indonesia's bloodshed, by not allowing even an inch of privately held land in Indonesia to be owned by foreigners. This principle of nationality is emphasized in Article 9 paragraph (1) of the Agrarian Law, that only Indonesian Citizens (WNI) can have full legal relations with the earth, water and space. The legal politics of prohibiting ownership of private land by foreigners is also reflected in the provisions of Article 21 paragraph (1) and (3), Article 26, and Article 27 letter (a) number 4 of the Agrarian Law. However, the Agrarian Law has also provided for land needs for foreigners by granting usufructuary rights and lease rights for buildings as stipulated in Articles 42 and 44.

The embodiment of the national political law regarding land stipulates that foreigners may benefit from land in Indonesian territory. The interests of foreigners to be able to own land in Indonesia have been accommodated in Articles 42 and 45 of the Agrarian Law. This article stipulates that foreigners who are domiciled in Indonesia and foreign legal entities that have representatives in Indonesia can be given usufructuary rights and lease rights for buildings. Foreigners may not have land rights other than those that have been determined in order to achieve the maximum prosperity of the Indonesian people. Therefore, the Agrarian Law regulates the prohibition of land ownership by foreigners. The prohibition arrangement is based on the principle of nationality and nationhood.

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Provisions regarding the prohibition of land ownership by foreigners also apply to foreigners who are married to Indonesian citizens, both of whom have joint property in the form of property (land and buildings). Marriage that is not accompanied by a marriage agreement regarding the separation of assets will result in a mixture of assets between husband and wife. If the property is in the form of a house, then the house cannot be used as property with ownership rights or cannot become the object of a dispute over marital assets if the husband and wife are divorced. This is illustrated in the Decision of the Denpasar Religious Court Number 358/Pdt.G/2019/PA.Dps, which stipulates that marital joint assets in the form of land with a house on it cannot be used as objects of dispute because they result from marriages of different nationalities between Indonesian citizens and foreigners. Likewise with the Denpasar District Court Decision No. 536/Pdt.P/2015/PN.Dps, which stipulates that couples of different nationalities must make a marriage agreement before their Indonesian spouse buys land. The marriage agreement can be implemented as long as the husband and wife are still bound by marriage. This provision is a new thing considering that the Marriage Law only allows marriage agreements to be carried out before or at the time the marriage ceremony is held. The new provisions regarding the marriage agreement are based on the Constitutional Court Decision Number 69/PUU-XIII/2015. Further discussion of the three court decisions is below. However, before discussing the three court decisions, an explanation of the law on marital joint property in Indonesia needs to be explained first.

The Concept of Marital Joint Property

Marriage not only has an impact on the personality of each husband and wife, not only has consequences in family relations, not only has an effect on the rights and obligations of the husband and wife in the family, but also on the assets of the husband and wife formed in the marriage. That means, marriage also has legal consequences for family assets. After a divorce, the distribution of property can often be a major dispute factor. The personal name listed on the deed of ownership of a marital asset does not guarantee which spouse has the right to collect the asset. However, ownership of marital property after divorce will depend on whether the assets are considered separate property of either spouse or marital joint property of the spouses. Separate assets are owned by each spouse. Some of them are: assets owned by one of the spouses before marriage; gifts or inheritance received by one of the spouses, both before and during the marriage; and property that the couple has formally agreed to separate, usually through a legally valid marriage agreement.

In contrast to separate property, marital joint property is property jointly acquired by the spouses during their marriage. This includes houses and other property, vehicles, furniture, or works of

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art, if not acquired by the two as separate assets. An individual bank account, which is legally owned individually, is joint property of the marriage if the money deposited in the account is income earned during the marriage. This legal definition of marital joint property is primarily aimed at protecting the rights of the spouses. Indonesian law regulates marital joint property and how it can be divided if the marriage ends in divorce.

Can separate property become joint property in marriage? Separate property may turn into marital joint property in some circumstances. Usually this occurs when separate assets have been mixed (or merged) with marital joint property. For example, let's say person A has a deposit of 20 million before the wedding. Ordinarily it would be considered separate property of spouse A and would not become part of the joint property when the couple divorces. But if A deposits the amount of money into a joint account with his partner, person B, during their marriage, the deposit funds will no longer be separate property of A, because they have been mixed with the joint property. In addition, sometimes some—but not all—of separate property may become joint property in marriage. It is most commonly found in situations where a spouse is making a contribution that could increase the value of the other spouse's separate property. For example, say that person A owned a house before they married and never put the name of their partner, person B, on the title deed. In this case, the holdings are separate property. But during the wedding, the couple used the wedding funds to do home repairs. While that's generally not enough to turn the house into a joint property of the marriage, person B may be entitled to some increase in the value of the house caused by the repair.

In many cases where spouses are fighting over assets in their divorce, the court will look closely at the specific facts and decide whether the assets are separate property or joint property of the marriage. After it is clear which assets are separate assets and which are joint assets of marriage, the joint assets will then be divided between the spouses based on statutory provisions. In distributing marital property, the court will look at a list of factors such as length of marriage, value of marital property, contribution of spouse to property, spouse's income or earning capacity, age of spouse, and so on. In addition, the obligations carried out by spouses, both those who live at home and those who have a career outside, will be considered to receive a fair distribution. The court will distribute the joint assets equally between the main breadwinner and the housewife, unless there are certain cases that prevent the court from dividing the joint assets equally. For example, in the Supreme Court Decision Number 226K/AG/2010, the judge decided to give only 1/4 (one-fourth) share to a husband who frequently commits domestic violence against his wife, while the wife is entitled to 3/4 (three-fourth) share. Supreme Court Decision Number 266K/AG/2010 also gives a widower 1/5 (one-fifth) share and 4/5 (four-fifth) share for a widow, with the main consideration being that the ex-husband does not have a

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permanent job and has bad behavior, so that the court considered that the main income from the marriage was dominated by the wife's income.

In addition, the decision of the Demak Religious Court Number 1708/Pdt.G/2014/PA.Dmk stipulates the division of joint assets in a ratio of two to one, namely the defendant (ex-wife) gets 2 parts or 2/3 of the joint property and the plaintiff (ex-husband)) gets 1 part or 1/3 of the joint property. The panel of judges' consideration stated that the Compilation of Islamic Law regulates joint property 1/2 for the husband and 1/2 for the wife, but based on the fact that in general Indonesian households consist of the husband as the head of the household, who is obliged to meet all the needs of his household, and wife as a housewife. However, in this case the plaintiff's and the defendant's households were the exact opposite, the defendant (wife) had a hard time meeting all the household needs, while the plaintiff (husband) was mostly unemployed and did not have a job. Likewise, the decision of the Brebes Religious Court number 1102/Pdt.G/2017/PA.Bbs determines that ex-wives have the right to obtain more joint assets than the share for ex-husbands, with the consideration that the wife is the breadwinner in the family by working in Taiwan for more than 8 years.

Legal Provisions regarding Marital Property in Indonesia

Provisions regarding marital property in Indonesia are regulated in Law Number 1 of 1974 concerning Marriage, the Compilation of Islamic Law, and the Civil Code. However, the provisions of the Civil Code regarding marital property are only for marriages before the Marriage Law applies. This is because in the event that a new law emerges which regulates the same thing as the law that has been in effect so far, the principle of lex posterior derogat legi priori (a later law repeals an earlier law) applies.

There are four main provisions in the law on marital property in the Marriage Law, namely Article 35 paragraphs (1) and (2), Article 36 paragraphs (1) and (2), Article 37, and one more article that determines marriage agreements, namely Article 29 paragraphs (1), (2), (3), and (4). Article 35 of the Marriage Law states that "(1) Property acquired during marriage becomes joint property; and (2) The prenuptial assets of each husband and wife and the assets obtained by each as a gift or inheritance, are under the control of each as long as the parties do not specify otherwise".

From the provisions of Article 35 paragraph (1) above, we know that the Marriage Law adheres to the principle of marital property law that is very different from the Civil Code. According to the Civil Code, assets that are brought into the marriage or acquired during the marriage are all included in one group of assets, namely joint property. Furthermore, Article 35 paragraph (2) of

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the Marriage Law mentions "prenuptial property", which should mean property that each husband and wife bring into marriage and it is under the control of each.

The Compilation of Islamic Law regulates marital property in Articles 85 to 97. Article 85 states that "The existence of joint property in a marriage does not rule out the possibility of the existence of property owned by each husband or wife". Meanwhile Article 86 states that: "(1) Basically there is no mixing of husband's and wife's assets due to marriage; (2) The wife's property remains the right of the wife and is fully controlled by her, so the husband's property remains the right of the husband and is fully controlled by him".

Article 87 of the Compilation of Islamic Law stipulates that: "(1) Each husband's and wife's prenuptial assets and assets obtained by each as a gift or inheritance are under the control of each, as long as the parties do not specify otherwise in the marriage agreement; (2) Husband and wife have the full right to carry out legal actions on their respective assets in the form of grants, gifts, alms or other things. Furthermore Article 92 states that "Husband or wife without the consent of other parties is not allowed to sell or transfer joint property".

Thus, from a formal juridical perspective, it can be understood that marital joint property is the property of husband and wife acquired during marriage. The Marriage Law and the Compilation of Islamic Law stipulates that the object of marital joint property is limited to assets acquired during marriage. If you pay attention, there are three types of assets mentioned by the provisions in the Marriage Law and the Compilation of Islamic Law, namely: marital joint property, prenuptial property, and acquired property. Marital joint property as stated in Article 35 Paragraph (1) of the Marriage Law is that "assets acquired during marriage become marital joint property". While the prenuptial assets and acquired assets as referred to in Article 35 paragraph (2) of the Marriage Law is that "the prenuptial assets of each husband and wife and the assets obtained by each as a gift or inheritance, are under the control of each as long as the parties do not specify otherwise".

Joint Property in Transnational Marriage

A transnational marriage, which in Article 57 of the Marriage Law is called a mixed marriage, is a marriage between two people who are subject to different laws in Indonesia, because of differences in nationality and one of the spouses is an Indonesian citizen. According to Article 59, transnational marriages that take place in Indonesia are carried out according to the Law of the Republic of Indonesia Number 1 of 1974 concerning Marriage. One of the legal consequences arising from divorce is the division of marital joint property between husband and wife. Article 35 of the Marriage Law states that property acquired during marriage becomes joint property,

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without mentioning who works or receives the property and owns the name, if the property is not a legal entity, gift or inheritance and/or there is no marriage agreement regarding ownership of the property.

However, a provision referred to in Article 35 of the Marriage Law does not apply to couples of Indonesian citizens and foreign nationals. Indonesian citizens who are married to foreigners, after marriage, are not allowed to have land rights in the form of ownership rights, business use rights or building use rights, because with marriage, there will be a mixture of assets obtained after marriage, and spouses with foreign status will also become owner of the joint property. This is contrary to Law Number 5 of 1960 concerning Agrarian Regulations, which states that foreigners may not have property rights, business use rights or building use rights. Article 21 Paragraph (3) of the Agrarian Law states that: "Foreigners who, after the enactment of this Law, obtain property rights due to inheritance without a will or a mixture of assets due to marriage, likewise Indonesian citizens who have property rights and after the enactment of this Law lose their citizenship, are obliged to relinquish that right within a period of one year from the acquisition of said right or loss of citizenship. If after that period of time the ownership rights are released, then these rights are null and void because the law and the land falls on the State, provided that the rights of other parties that burden them continue to exist".

Article 21 Paragraph (3) of the Agrarian Law above is related to the Marriage Law regarding marital joint property. After marriage, the positions of husband and wife are considered equal or balanced, where husband and wife are a complementary unit, so that marriage causes a mixture of assets between husband and wife. For this reason, an Indonesian citizen who is married to a foreigner, after marriage, can no longer obtain property rights, or building use rights, or business use rights, because they will become part of the joint property, he/she owns with his/her foreign partner. If an Indonesian citizen wants to continue to have land rights after marrying a foreigner, they must make a marriage agreement or prenuptial agreement which regulates the separation of assets.

Marriage agreements may be made before or at the time the marriage ceremony, or as long as the husband and wife are still in a marriage bond. This has been regulated in Article 29 of the Marriage Law and the Constitutional Court Decision Number 69/PUU-XIII/2015. Marriage agreements that are commonly agreed upon include the following matters: 1) Assets brought into marriage, assets obtained from each other's business, from grants, or from inheritance obtained by each spouse during marriage; 2) All debts incurred by the husband or wife in their marriage made by them during the marriage will still be the responsibility of each partner; 3) The wife will take care of her personal assets both movable and immovable, and with the task of collecting

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(enjoying) the results and income of both the property and her work or other sources; 4) To take care of her wealth, the wife does not need help or power from her husband; 5) and so on.

Cases of Marital joint property of Transnational Marriages in Bali

Article 57 of the Marriage Law refers to transnational marriages as mixed marriages, namely that "what is meant by mixed marriages in this Law are marriages between two people who in Indonesia are subject to different laws, due to differences in nationality and one of the parties is an Indonesian citizen". In addition, according to Article 58 of the Marriage Law, "For people with different nationalities who enter into mixed marriages, they can obtain citizenship from their husband/wife and can also lose their citizenship, according to the methods specified in the Citizenship Law of the Republic of Indonesia".

The implementation of this transnational marriage has its own consequences, namely the enactment of procedures and legal consequences of marriage that are different from marriages carried out with same nationality. In transnational marriages there are two different laws, namely Indonesian law and foreign law which are mutually related, where the linking of the two laws occurs because of differences in nationality of the two spouses. This is what makes transnational marriages more complicated than marriages carried out with equal nationality. Therefore, it is not uncommon for transnational marriages to create conflicts that are difficult to resolve.

Transnational family marriages are closely related to regulatory issues such as housing and work permit issues for foreign spouses, child citizenship issues, and marital property issues. One of the problems often encountered in transnational marriages is related to marital property as a legal consequence arising from the marriage, especially if there is property in the form of land and building rights. Based on the rules of the Marriage Law, marital property acquired in a marriage conducted between Indonesian citizens and foreigners will give rise to joint ownership rights, meaning that both spouses can act on marital property provided that the use of the marital property must obtain approval from both spouses. However, on the other hand there are regulations regarding restrictions on ownership of land and buildings for foreigners, namely the Agrarian Law, which adheres to the principle of nationality. The principle of nationality means that only Indonesian citizens can have a full relationship with the earth, water and space.

The transfer of ownership rights to land either directly or indirectly to foreigners due to a mix of assets, or to legal entities not appointed by the government, is null and void and the land falls to the state, meaning that the land is directly controlled by the state. This not only applies to land with the status of ownership rights but also applies to land with the status of building use rights and business use rights, because foreign nationals are not the subject of land rights with the status

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of ownership rights and business use rights as stipulated in Article 30 paragraph (1) Agrarian Law. In addition, foreigners also cannot own buildings that have the status of building use rights according to the provisions in Article 36 Paragraph (1) of the Agrarian Law.

With regard to the issue of joint property in marriage in the form of land and buildings, Article 21 Paragraph 3 of the Agrarian Law states that foreigners, who obtain part of the assets with the status of ownership rights either through marital joint property or through inheritance, must release it by selling it within one year. In 2015, the transnational marriage community in Bali submitted a judicial review to the Constitutional Court and the case was granted. So that married couples, who do not make a marriage agreement at the time of the marriage ceremony, can make a marriage agreement at any time as long as the marriage is still ongoing. Prior to this Constitutional Court Decision, Article 29 of the Marriage Law stated that marriage agreements could only be made before or at the time of the marriage ceremmony.

Constitutional Court Decision Number 69/PUU-XIII/2015

The decision of the Constitutional Court Number 69/PUU-XIII/2015, as mentioned above, is a case of judicial review of Article 35 Paragraph (1) of the Marriage Law and Article 36 Paragraph (1) of the Agrarian Law. The applicant (plaintiff) for the judicial review is an Indonesian citizen who is married to a Japanese man. The plaintiff does not have a marriage agreement regarding the separation of marital assets, has never renounced her citizenship, and still chooses Indonesian citizenship and lives in Indonesia. The plaintiff aspired to be able to buy a flat in Jakarta, and with all their efforts for a dozen years the plaintiff saved, finally on 26 May 2012 the plaintiff bought a flat. However, after the plaintiff paid the flat, the flat was not handed over. Even then the purchase agreement was canceled unilaterally by the developer on the grounds that the plaintiff's husband was a foreign citizen, and the plaintiff did not have a marriage agreement.

The flat developer stated that according to Article 36 paragraph (1) of the Agrarian Law and Article 35 paragraph (1) of the Marriage Law, a woman who is married to a foreign national is prohibited from buying land and or buildings with the status of building use rights. The developer also bases his argument on Article 35 of the Marriage Law which stipulates "property acquired during marriage becomes marital joint property". Based on these provisions, if a husband or wife buys an immovable object (in this case a flat/apartment) during the marriage, then the flat will become joint property of the husband and wife concerned, including if the marriage is a transnational marriage (between an Indonesian citizen and a foreigners). If the transnational marriage is carried out without a marriage agreement regarding separate marital assets, then by law, the flat purchased by the husband/wife of an Indonesian citizen automatically becomes the property of the wife/husband who is also a foreigner, and this is contrary to Article 36 Paragraph

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(1) of the Agrarian Law. Therefore, the developer decided not to enter into a Sale and Purchase Binding Agreement or Sale Purchase Deed with the applicant (plaintiff), because this would violate Article 36 Paragraph (1) of the Agrarian Law. The rejection of the purchase from the developer was confirmed by the East Jakarta District Court through Decree Number 04/Cons/2014/PN.Jkt.Tim dated 12 November 2014. Thus, it can be concluded that the plaintiff's right to own a flat could not be fulfilled due to the enactment of Article 36 paragraph (1) and Article 35 paragraph (1) of the Marriage Law.

Regarding the lawsuit for judicial review as referred to, the Constitutional Court rejected the lawsuit and was of the view that one of the principles in the Agrarian Law was the principle of nationality, namely that only the Indonesian people could have full relations with the earth (land), water, space, and the wealth contained therein. The purpose and function of this nationality principle is intended to protect all Indonesian people from injustice and arbitrary treatment. The implementation of the principle of nationality for the Agrarian Law is a guarantee of citizens' rights to matters relating to the land system and as a barrier to the rights of foreign citizens to land in Indonesia. Article 5 of the Agrarian Law places the interests of Indonesian citizens above all else, be it economic, social or political. For this reason, in order that land ownership for the Indonesian people does not shift to foreigners/foreign business entities, the Agrarian Law needs to regulate the transfer of land rights.

The lawsuit at the Constitutional Court originally demanded the rights of Indonesian citizens who engage in transnational marriages to be able to have the same rights regarding property ownership as other Indonesian citizens. The lawsuit was rejected, as mentioned above. Instead, the Constitutional Court made a decision that Article 29 Paragraph (1) of the Marriage Law to recognize a marriage agreement that made after the marriage contract (post-nuptial agreement).

District Court Decision Number 536/Pdt.P/2015/PN.Dps

Denpasar District Court Decision No. 563/Pdt.P/2015/PN.Dps. granted the request to enter into a marriage agreement after the marriage ceremony (during the marriage bond lasts), so that this resulted in a change in the law on a transnational marriage between Merry Anna Nunn and Harlan Walter Nunn on their marital assets. The marriage between Merry Anna Nunn and Harlan Walter Nunn is a transnational marriage between an Indonesian citizen and an American citizen. The marriage was held in the United States in 2005 and was registered at the Office of the Departmen of Population and Civil Registry of the Province of Jakarta.

Referring to the Marriage Law, the plaintiffs (the husband and wife) should make a marriage agreement regarding the separation of assets before the marriage takes place. However, due to

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the ignorance of the applicants when the marriage took place abroad, it is only now that the plaintiffs intend to make a marriage agreement regarding the separation of assets. Article 186 of the Civil Code states that during the marriage, the wife may file a claim for the separation of property to the judge. Based on these reasons, the plaintiffs requested the Denpasar District Court which examined the application case to determine the separation of assets in the marriage between Merry Anna Nunn and Harlan Walter Nunn, to decide on the determination of the separation of the assets of Plaintiff I and Plaintiff II against the assets that will arise in the future to remain separate from one another, thus, it is no longer in the status of joint property. If the lawsuit is granted by the judge, the marriage agreement will be drawn up and set forth in a written agreement with a notarial deed, which will then be registered at the Denpasar District Court.

Against this request, the court granted the plaintiffs' claim in its entirety and stated that since this decision was pronounced, there has been a separation of existing assets between the assets on behalf of Plaintiff I and the assets on behalf of Plaintiff II, as well as separation of other assets, which will arise in the future they will remain separated from one another so that they will no longer have the status of marital joint property.

The decision of the Denpasar District Court Number 536/Pdt.P/1915/PN.Dps resulted in a change in the law against transnational marriages regarding marital assets between Merry Anna Nunn and Harlan Walter Nunn, namely that originally a mixture of marital assets or joint assets became assets in an agreement or separation of marital assets. The legal consequences of the change in law are: 1) After the Denpasar District Court Decision Number 536/Pdt.P/2015 PN.Dps has been issued, a husband and wife can enter into a marriage agreement with a notary deed based on the Marriage Law and the Civil Code; 2) Register the marriage agreement with the Marriage Registrar, namely the Office of Religious Affairs (for Muslims) or the Office of Population and Civil Registry (for non-Muslims); and 3) Since the registration of the marriage agreement, there has been a separation of marital assets.

Religious Court Decision Number 358/Pdt.G/2019/PA.Dps.

In the decision of the Denpasar Religious Court Number 358/Pdt.G/2019/PA.Dps, the Plaintiff is a man (ex-husband) with Indonesian citizenship, and the Defendant is a woman (ex-wife) with German citizenship. The decision explains that the marriage between an Indonesian citizen and a foreigner has resulted in assets in the form of land area of 140 m2 and a building on it with a certificate of ownership in the name of the plaintiff. When a divorce occurs, the Plaintiff submits a lawsuit to the Court to be determined as the joint property of the Plaintiff and the Defendant, and asks the court to state that the Plaintiff is the party entitled to the marital joint property in the form of land with a building on it, bearing in mind the provisions of Article 21 Paragraph (1)

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of the Agrarian Law, which states that "only Indonesian citizens can have property rights", where the Defendant is a German citizen.

The case is that the Plaintiff and the Defendant were married in 1989 before the Marriage Registrar, Office of Religious Affairs, Kuta District, Badung Regency, Bali Province. After the marriage contract, the Plaintiff and the Defendant have lived in harmony like husband and wife in Denpasar, and have no children. Then, the Plaintiff and the Defendant divorced before the Badung Religious Court in 2003. After the divorce, the Defendant left the jointly owned house and now his whereabouts and address are unknown. During the marriage, the Plaintiff and the Defendant purchased land with a Freehold Certificate covering an area of 140 m2 with a building on it, on behalf of the Plaintiff. The land and building are now pledged as collateral at the Public Market Bank, Teuku Umar Street, Denpasar, and the Plaintiff is no longer able to pay the installments. The plaintiff intends to sell the land and building, so it is necessary to have a joint marital assets decision from the Denpasar Religious Court.

Regarding this lawsuit, the Denpasar Religious Court rejected it, with the consideration that because the object of property requested to be designated as joint property of marriage is land, on which there is already proof of ownership in the form of a certificate of ownership, while the Defendant is a foreign citizen (Germany), then even though the Plaintiff and the Defendant were previously husband and wife who later both divorced, where during the marriage period the object of property was obtained as mentioned, The Defendant by law (ex lege) does not have the right to the said object of property, so that the Defendant does not have the legal standing of the party to this case. According the law, the legal status of assets in the form of land with certificates of ownership is marital joint property of the Plaintiff and Defendant, which is a transnational marriage, without any evidence of a marriage agreement regarding the separation of assets. Thus, both, the Plaintiff and the Defendant, have no right to own the land. However, in this case, the Religious Court could not decide that the land in dispute was marital joint property because their marriage was dissolved, but the court determined the original ownership of the land as stated in the certificate. Regarding ownership of the object, it again refers to the provisions of Agrarian Law, that those whose name is listed as the owner in the deed of proof of ownership are considered landowners until there is a legal decision that determines otherwise.

Land Ownership in Transnational Marriages

Article 29 Paragraph (1) of the Marriage Law confirms that a marriage agreement can only be made before or at the time the marriage contract is held. This marriage agreement is known as a pre-nuptial agreement or pre-marital agreement (known briefly as pre-nupt). In contrast to several other neighboring ASEAN countries, such as Singapore and Malaysia and even other countries

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in the world, Indonesia did not recognize any post-nuptial agreement or post-marital agreement made after the marriage contract, known as a post-nupt. The lawsuit at the Constitutional Court, which originally only demanded the rights of Indonesian citizens who had transnational marriages (between Indonesian citizens and foreigners) to be able to have material or property rights the same as other Indonesian citizens, in fact caused Indonesia to recognize the marriage agreement after the marriage contract (post-nupt).

Thus, the Constitutional Court Decision Number 69/PUU-XIII/2015 provides a new legal provision, whereby a prenuptial agreement can only be made by prospective husbands and prospective wives before marriage (prenuptial agreement), now it can be done by husband and wife as long as the husband and wife are still bound by marriage. The Constitutional Court's decision changes the provisions of Article 29 Paragraph 1 of the Marriage Law. With the Constitutional Court Decision, Article 29 paragraph (1) of the Marriage Law reads as follows: "At the time, before it is held or while in the marriage bond, the two spouses with mutual consent can submit a written agreement that is ratified 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 gave a constitutional interpretation in which the making of a marriage agreement could be adjusted according to the legal needs of each partner. Prior to the Constitutional Court's decision, Indonesian citizens married to foreigners could not own a house with ownership rights or building use rights, if before the marriage was not made a marriage agreement regarding separation of assets. However, after the Constitutional Court's decision is made, married couples of different nationalities can enter into a marriage agreement as long as the marriage is still in progress, so that property ownership can be certain.

With a marriage agreement, husband and wife can separate assets, so that both husband and wife have the right to prepare several deviations from the statutory regulations regarding the pooling of assets, as long as the agreement does not violate the boundaries of law, religion and decency. The marriage agreement is an agreement regarding the separation of the husband and wife's assets during their marriage, which deviates from the principle established by law, namely the unification of the assets of the husband and wife during marriage. Likewise, the debts of each spouse will still be the responsibility of the spouse who has the debt. The mixing of assets that occurred between Indonesian citizens and foreign nationals resulted in the loss of the land and building rights of the couple to own land with ownership rights, building use rights, and business use rights.

An Indonesian citizen who is about to marry a foreign citizen must enter into a marriage agreement to separate assets. The purpose of this separation of assets is in order that the

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Indonesian spouse does not lose his/her right to buy property and/or does not lose his/her inheritance rights over his/her property. This is because based on the provisions contained in the Marriage Law, property acquired during marriage becomes joint property, so that if the husband and/or wife buy property after marriage with ownership rights, then the property will be considered as the property of both parties. However, based on the Agrarian Law, foreign nationals cannot own property with ownership rights, building use rights, or buseness use rights, but they can only use property with usufructuary rights and lease rights. Therefore, it is important to have a marriage agreement to separate the assets of the two spouses, so that the property purchased during the marriage period can become, or be in the name of, the property of the spouse who is an Indonesian citizen.

The case contained in the Decision of the Religious Court Number 358/Pdt.G/2019/PA.Dps illustrates that marriage between Indonesian citizens and foreigners results in the loss of ownership rights to marital joint assets, in the form of land and buildings. Likewise with the District Court Decision Number 563/Pdt.P/2015/PN.Dps, which requires Indonesian and foreigner couples to enter into a marriage agreement before the husband and wife buy property. The Constitutional Court's decision above allows husband and wife to enter into a post-nuptial agreement (post-nup). In addition, based on the Constitutional Court Decision Number 69/PUU-XIII/2015, the government has issued Government Regulation Number 103 of 2015 concerning ownership of residential houses by foreigners. Article 3 of the Government Regulation states that Indonesian citizens who carry out transnational marriages with foreign nationals can still have the same land rights as other Indonesian citizens who do not carry out transnational marriages with foreign nationals. These Indonesian citizens can still have ownership rights to land like other Indonesian citizens. In fact, their names can still be listed on the certificate of ownership as evidence. The condition for being able to have land rights for Indonesian citizens who enter into transnational marriages is that the land rights owned by Indonesian citizens must not be marital joint property. Indonesian citizens who enter into transnational marriages with foreign nationals must separate the rights to their land, so that the property does not enter into joint property, by conducting a marriage agreement.

Closing Remarks

Marriage with different nationalities in the Marriage Law is called a mixed marriage. Article 35 of the Marriage Law states that property acquired during marriage becomes marital joint property, without mentioning who works or receives the property and includes the name. However, the provisions in Article 35 do not apply to transnational couples between Indonesian citizens and foreign nationals. Indonesian citizens who are married to foreign nationals, after marriage, are

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not allowed to have land rights in the form of ownership rights, business use rights or building use rights, because with marriage, there will be a mixture of assets obtained after marriage, and spouses with foreign status will also become owner of the marital joint property. This is contrary to Agraria Law (Law Number 5 of 1960), which states that foreigners may not have property with ownership rights, business use rights or building use rights.

The provision of Article 35 of the Marriage Law is strengthened by the Constitutional Court Decision Number 69/PUU-XIII/2015. The application of this provision can also be seen in the Denpasar District Court Decision No. 536/Pdt.P/2015/PN.Dps, which requires transnational marriages to enter into a marriage agreement to separate marital assets. Likewise with the Decision of the Denpasar Religious Court Number 358/Pdt.G/2019/PA.Dps, which rejected the determination of marital joint property for transnational marriages.

References

Aoust, Anne-Marie D' (ed.). Transnational Marriage and Partner Migration: Constellations of Security, Citizenship, and Rights. New Brunswick: Rutgers University Press, 2022.

Cammack, Mark E. "Marital Property in California and Indonesia: Community Property and Harta Bersama", Washington and Lee Law Review 64 (4), 2007: 1417-1460.

Charsley, Katharine (ed.). Transnational Marriage: New Perspectives from Europe and Beyond. London: Routledge, 2012.

Cigno, Alessandro. "The Economics of Marriage", Perspektiven der Wirtschaftspolitik 12 (Special Issue), 2011: 28–41.

Djuniarti, Evi. "Hukum Harta Bersama Ditinjau dari Perspektif Undang-Undang Perkawinan dan KUH Perdata", Jurnal Penelitian Hukum De Jure 17 (4), 2017: 445-461. DOI: http://dx.doi.org/10.30641/dejure.2017.V17.445-461

Ghazaly, Justitia Henryanto. "Kepemilikan Hak atas Tanah dalam Perkawinan Campuran", Jurnal Cendekia Hukum 5 (1), 2019: 117-130.

Harsono, Boedi. Hukum Agraria Indonesia Sejarah Pembentukan UUPA lsi dan Pelaksanaannya, cet. 9. Jakarta: Djambatan, 2003.

Havez, Muhammad et. al. "The Constitutional Court Verdict Constribution towards International Civil Law Development in Indonesia", Journal of Advance in Social Sciences and Policy 2 (2), 2022: 81-89.

Heriyanti, Heriyanti; Pakpahan, Elvira Fitriyani; Diana, Diana. "The Several Unlawful Act after Nuptial Agreement in Indonesia", International Journal of Law Reconstruction 5 (2), 2021: 328-340.

Kafumbe, Anthony Luyirika. "Women's Rights to Property in Marriage, Divorce, and Widowhood in Uganda: The Problematic Aspects", Human Rights Review 11, 2010: 199-221. DOI: 10.1007/s12142-008-0112-0

Nikmah, Hilda Yuwafi. "Pembagian Harta Bersama Akibat Perceraian dari Perkawinan Campuran Berdasarkan Undang-Undang Nomor 1 Tahun 1974 tentang Perkawinan dan Kaidah Hukum Perdata Internasional," Privat Law, Vol. 6 (November-Februari 2014).

Pelu, Ibnu Elmi AS; and Ahmad Dakhoir. "Marital Property within the Marriage Law: A Debate on Legal Position and Actual Applications", Al-Jāmi'ah: Journal of Islamic Studies 59 (2), 2021: 287-316. DOI: 10.14421/ajis.2021.592.287-316

Purnamasari, Irma Devita. Kiat-Kiat Cerdas, Mudah, dan Bijak Mengatasi Masalah Hukum Pertanahan: Panduan Lengkap Hukum Praktis Populer. Bandung: Mizan, 2010.

Purwanto, Adi. "Analisis Hukum atas Pembagian Harta Bersama dalam Perkawinan Campuran Pada Putusan Mahkamah Agung Nomor 1400K/Pdt/2017", Recital Review 4 (1), 2022: 90-113.

Sengkey, Michael Sima; Suryandono, Widodo. "Implikasi Keabsahan Perkawinan Campuran di Luar Negeri yang Belum Didaftarkan di Indonesia terhadap Proses Jual Beli Harta Bersama (Studi Putusan Pengadilan Negeri Denpasar Nomor 851/Pdt.G/2016/Pn.Dps Tahun 2017)", Indonesian Notary, Vol 1, No. 4, 2019: 1-20.

Septiawan, Aislie Anantama. "Perjanjian Perkawinan pada Perkawinan Campuran dalam Kepemilikan Tanah di Indonesia", Lambung Mangkurat Law Journal 2 (1), 2017: 62-74.

Subekti, Sri; Tedjosaputro, Liliana; Mashari, Mr. "Legal Protection Concept: Separate Maintenance for the Third Party in Prenuptial Agreement", International Journal of Civil Engineering and Technology, 11(1), 2020, 233-241.

Suwirta, I Made. "Larangan Pengasingan Tanah dalam Hukum Adat Perspektif Hukum Agraria Nasional", Jurnal Yustika 14 (1), 2011: 39-51.

Syafei, Ermi Suhasti; and Siti Djazimah. "Mediation in the Settlement of Joint Marital Property Disputes: A Study at Tanjung Karang Religious Court, Lampung", Samarah: Jurnal Hukum Keluarga dan Hukum Islam 5 (2), 2021: 867-891. DOI: 10.22373/sjhk.v5i2.9039

Widanarti, Herni. "Akibat Hukum Perkawinan Campuran terhadap Harta Perkawinan (Penetapan Pengadilan Negeri Denpasar No: 536/Pdt.P/2015/PN.Dps.)", Diponegoro Private Law Review 2 (1), 2018: 161-169.

Law Number 5 of 1960 concerning Agrarian Regulations.

Law Number 1 of 1974 concerning Marriage.

Constitutional Court Decision Number 69/PUU-XIII/2015.

Government Regulation Number 103 of 2015 concerning Ownership of Residential Houses by Foreigners.

Denpasar District Court Decision No. 536/Pdt.P/2015/PN.Dps.

Denpasar Religious Court Decision Number 358/Pdt.G/2019/PA.Dps.

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