

KEABSAHAN PERJANJIAN PERKAWINAN MENURUT UNDANG-UNDANG NOMOR 1 TAHUN 1974 TENTANG PERKAWINAN

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Abstract :

The focuses on this article are characteristics of prenuptial agreement, limitation of the prenuptial agreements substance based on Act No. 1 Year 1974 on Marital and legal effect of breaching the prenuptial agreement to marriage. The prenuptial agreement as regulated in the article 29, Act No. 1 Year 1974 can be classified as a domestic contract. The ultimate requirement of prenuptial agreement is meeting of mind between the parties in determining the clauses. Basically, the substance of prenuptial agreement is regulating the matrimonial assets. In fact, the parties also put the other thing inside the agreement. The limitation of prenuptial agreements substance regulated in article 29 section (2) are law/regulation, religion principles and morality. Through the article 66, Act No.1 Year 1974 on Marital, the parties may use other regulation of family law in Indonesia such as Civil Code (Burgerlijk Wetboek) and Compilation of Islamic Law, as references for the parties to arrange the prenuptial agreement. In some cases, those regulation give different border about the prenuptial agreement. The legal effect of breaching the prenuptial agreement cannot be a reason to divorce. The prenuptial agreement regarding with matrimonial assets is binding to the third party. Besides the matrimonial assets, the clauses are only binding to the parties internally.

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