

ABSTRACT

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Judicial Review About an Unrecorded Prenuptial Agreement (Case 598 PK/Pdt/2016).

Marriage is an action done by the living beings on earth to reproduce by the grace of God. Marriage is a legal relationship between a man and a woman formed after it has fulfilled the legal requirements of a legal marriage destined to last for as long as it can last. Marriage in Indonesia is regulated not only according to the laws of each parties' religions but also regulated by state law, namely Indonesian law. The law that regulates marriage in Indonesia is called the Marriage Law (Undang-Undang Nomor 1 Tahun 1974). One of the problems found in marriage comes from Prenuptial Agreements. A Prenuptial Agreement which is made prior to the marriage itself is not an extraordinary thing, in which notaries are used to making these agreements at all times. However, it is an interesting thing to take note of especially when a couple wants to cancel it. Neither the Civil Code or Marriage Law has regulated the terms to cancel a Prenuptial Agreement. This is an important thing to discuss as in reality, verdicts on cancelling a Prenuptial Agreement on the basis of it not being recorded has been passed by the District Court, High Court, and Supreme Court regarding the cancellation of a Prenuptial Agreement. One of the examples can be found in case 598 PK/Pdt/2016. The main problems in this thesis are what cancels a Prenuptial Agreement based on the existing Indonesian law and what contributes to a judge's decision in cancelling an unrecorded Prenuptial Agreement in case 598 PK/Pdt/2016. The research method used in this thesis is normative juridical with a descriptiva analytical approach.

Keywords : Marriage, Marriage Agreement, Recording Agreement Cancellation of Agreement

Reference : 35 (1996-2019)