

## ABSTRACT

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**“LEGAL RESPONSIBILITY FOR BREACHING OF MARRIAGE PROMISES IN THE DECISION OF THE HOLY STATE COURT NUMBER 17/PDT.G/2016/PN.KDS”.**

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In the period of dating, men often make verbal promises to their lovers without written evidence, for example saying marriage vows. If the marriage promise is broken, it will be difficult to hold her accountable, so this situation is very detrimental to the woman. This study aims to solve legal problems regarding how the legal responsibility for breaking a marriage promise is made and to develop legal knowledge in the ratio decidendi of the Kudus Court's Decision Number 17/Pdt.G/2016/PN.Kds against breaking a marriage promise which is categorized as a default. This study uses a theoretical review, namely the agreement theory, legal liability theory, and the theory of unlawful acts, as well as a conceptual review, namely the concept of marriage vows and the concept of court decisions. a decision of the Holy Court Number 17/Pdt.G/2016/PN.Kds. The type of research data used by the author in this study is secondary data in the form of primary legal materials, secondary legal materials, and tertiary legal materials supported by primary data through structured interviews with resource persons. The type of approach used is an approach to legal principles, a legal systematic approach, and an approach to legal cases. The results of the study are the legal liability for breaking the marriage promise and the ratio decidendi of the Kudus Court Decision Number 17/Pdt.G/2016/PN.Kds. The analysis of this research is the liability in Civil Law in the case of breaking the marriage promise, the plaintiff can file a PMH lawsuit in order to obtain accountability for unlawful acts not contractual responsibility because in this marriage promise there is no agreement and analysis of the ratio decidendi of the Panel of Judges who rejected the Plaintiff's petitum point 4, 5, and 6 are in accordance with the applicable legal rules. However, the exception to the ratio decidendi of the Panel of Judges points 2 and 3 is not in accordance with the applicable legal rules. Accountability in civil law in the case of breaking a marriage promise can be held accountable by PMH. To prove that breaking a marriage promise is included in the PMH category, it must meet the elements of PMH Article 1365 of the Criminal Code, namely, the existence of an act, the act must be against the law, a causal relationship (causality) ) between PMH and losses, errors, and losses in the form of compensation, namely, material and immaterial losses to the Defendant and the ratio decidendi of the Panel of Judges Decision of the Kudus District Court Number 17/Pdt.G/2016/PN.Kds which considers that this case categorized as a breach of contract, when in fact this case is not a breach of contract but an act against the law.

References : 74 (1986-2021)

Keywords : Breaking Marriage Promise, Default, Unlawful Acts