

The Role of Notaries in the Drafting of Prenuptial Agreements: An Islamic Family Law Perspective

Ajeng Rahma Pratiwi¹, Fadhil Aliffin², M. Ridlo Alan Naufal³, Ayu Nurpiah⁴

^{1,2,3,4}Institut Al-Ma'arif Way Kanan, Lampung, Indonesia

Correspondence Email: mridloalannaufal@gmail.com

Abstract

Marriage constitutes an institution with religious, social, and legal dimensions, both within the framework of Islamic law and the positive law of Indonesia. In line with the increasing complexities of marital life, particularly in economic matters and property ownership, the need for prenuptial agreements as instruments of legal protection has become increasingly relevant. Prenuptial agreements serve to regulate the rights and obligations of the parties and to minimize potential conflicts in the future. In practice, the role of the notary is highly significant, as notaries are authorized to draw up authentic deeds that possess perfect evidentiary value and provide legal certainty. Nevertheless, a gap persists between the practice of drafting prenuptial agreement deeds and the principles of Islamic family law, both in terms of substance and implementation. Furthermore, limited public understanding, as well as the insufficient expertise of some notaries in Islamic family law, constitute additional challenges in the application of such agreements. This study aims to analyze the role of notaries in the drafting of prenuptial agreement deeds and to assess their conformity with the perspective of Islamic family law. The research employs a qualitative method with a normative juridical approach complemented by a sociological approach. Data are obtained through literature review, documentation, and interviews as supporting data. The findings of this study are expected to contribute theoretically to the development of Islamic family law and to serve as a practical reference for notaries and the public in formulating prenuptial agreements that align with principles of justice and prevailing legal provisions.

Keywords: Notary, Prenuptial Agreement, Islamic Family Law.

Introduction

Marriage constitutes one of the most fundamental institutions in human life, encompassing religious, social, and legal dimensions. From the perspective of Islamic law, marriage (*nikah*) is understood as a solemn covenant (*mitsaqan ghalizhan*) established to create a family characterized by *sakinah* (tranquility), *mawaddah* (affection), and *rahmah* (compassion). Meanwhile, under Indonesian positive law, marriage is defined as a physical and spiritual bond between a man and a woman intended to establish a happy and enduring family. A marriage is considered valid under Islamic law only when it is conducted in accordance with Islamic teachings and the provisions of the Qur'an and the Sunnah of the Prophet. In general, Islamic law and the Indonesian Marriage Law adopt similar principles, particularly that a marriage is legally valid if it is performed in accordance with the religious laws and

beliefs of the parties concerned. Furthermore, every marriage must be officially registered in compliance with the applicable legislation (Fadillah & Subehi, 2024). Accordingly, marriage not only possesses a spiritual dimension but also gives rise to legal consequences, particularly regarding the rights and obligations of spouses and the management of marital property (Nurillah, 2023).

A prenuptial agreement is a written contract between prospective spouses that regulates their respective rights and obligations. In Indonesia, such agreements are recognized under Chapter V, Article 29 of Law No. 1 of 1974 on Marriage as well as the Compilation of Islamic Law. The agreement becomes legally binding once the marriage is validly concluded, although it may subsequently be amended with the mutual consent of both parties. Despite its explicit legal recognition, prenuptial agreements remain a sensitive issue for many members of society, as they are often perceived as anticipating divorce or the death of one spouse by regulating the distribution of rights and obligations in such circumstances (Lubis, 2023).

Along with social and economic development, marital relationships have become increasingly complex, particularly concerning financial matters and property ownership. These developments have created the need for clearer legal regulation through instruments such as prenuptial agreements. Such agreements are concluded prior to marriage to regulate the rights and obligations of the parties, particularly regarding the management of assets and responsibilities within the household (Salsabila, 2024). In this respect, a prenuptial agreement serves as a preventive legal mechanism to minimize potential future disputes while providing legal certainty for both spouses.

The legal basis for prenuptial agreements in Islamic law is further provided in Articles 45–52 of the Compilation of Islamic Law, promulgated through Presidential Instruction No. 1 of 1991. Article 45 stipulates that: "Prospective spouses may enter into a prenuptial agreement in the form of *taklik talak* or any other agreement that does not contravene the principles of Islamic law." Accordingly, the legal framework governing prenuptial agreements in Indonesia is derived from:

1. The Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*);
2. Law No. 1 of 1974 concerning Marriage; and
3. The Compilation of Islamic Law.

The need for prenuptial agreements has grown alongside increasing public awareness of legal rights. Social changes, including the greater participation of women in the workforce, the growing complexity of asset ownership, and the increasing likelihood of marital disputes, have significantly contributed to the relevance of such agreements. Moreover, prenuptial agreements are increasingly regarded as legal instruments for protecting marital assets and promoting fairness between husband and wife (Firgina et al., 2026). From the perspective of Islamic law, such agreements

are also permissible provided that they do not contradict Sharia principles or the fundamental values of justice (Ubaidillah, 2023).

Previous studies have highlighted the legal significance of prenuptial agreements. Sugih Ayu Pratitis and Rehulina found that a prenuptial agreement is a mutually agreed contract between prospective spouses concerning both the assets brought into the marriage and those acquired during the marriage. They further argued that, to ensure legal validity, such agreements should be executed in the form of an authentic deed before a notary (Pratitis & Rehulina, 2023). Likewise, M. Naufal Rosadi concluded that both Islamic law and Indonesian positive law pursue the same objective, namely protecting the rights of spouses and preventing future disputes (Rosadi et al., 2024). Furthermore, Muhammad Zidan demonstrated that prenuptial agreements possess valid and binding legal force in regulating marital property relations, while they cannot eliminate or diminish the inheritance rights of children under either civil law or Islamic law. This finding directly addresses concerns that prenuptial agreements might weaken children's legal position in the distribution of inheritance (Zidan et al., 2025).

In Indonesian legal practice, the preparation of prenuptial agreements is inseparable from the role of notaries as public officials authorized to execute authentic deeds. A notarial deed possesses perfect evidentiary value, thereby providing legal certainty for the parties involved. Consequently, a prenuptial agreement should ideally be embodied in a notarial deed to ensure its legal validity and binding force (Nova & Fartini, 2022). In this context, the notary functions not merely as the drafter of the deed but also as the legal professional responsible for ensuring that the contents of the agreement comply with the applicable legal framework.

Nevertheless, several practical challenges remain, particularly regarding the compatibility between notarial drafting practices and the principles of Islamic family law. Normatively, Islamic law permits prenuptial agreements provided that they do not violate Islamic legal principles (Bahri, 2024). However, in practice, inconsistencies are still found, both in the substantive provisions of the agreements and in their implementation.

Furthermore, a significant gap persists between legal norms and social realities. Although both Indonesian positive law and Islamic law recognize the validity of prenuptial agreements, public understanding of this legal instrument remains relatively limited. Many people continue to perceive prenuptial agreements as a manifestation of distrust within a marital relationship. At the same time, not all notaries possess adequate knowledge of Islamic family law principles, potentially resulting in inconsistencies between formal legal requirements and the underlying values of Islamic law (Z & Lilik, 2025).

Based on the foregoing discussion, the principal issue addressed in this study concerns the role of notaries in drafting prenuptial agreement deeds and the extent to

which such practices conform to the principles of Islamic family law. The discrepancy between notarial practice and Islamic legal principles constitutes an important issue that warrants further scholarly examination. Accordingly, this article aims to analyze the role of notaries in the preparation of prenuptial agreement deeds and to evaluate their conformity with the perspective of Islamic family law. Theoretically, this study is expected to contribute to the development of Islamic family law scholarship, particularly regarding the integration of positive law and Islamic law. Practically, it is intended to serve as a valuable reference for notaries, academics, and the wider public in understanding and implementing prenuptial agreements in a manner that is legally sound, equitable, and consistent with the applicable legal principles.

Research Method

This study employs a qualitative research design, focusing on the understanding of legal norms, legal concepts, and notarial practices within their social and religious contexts without relying on statistical data. The research adopts a normative juridical approach by examining statutory regulations, including the Marriage Law, the Compilation of Islamic Law, and the Indonesian Civil Code, as well as relevant legal doctrines (Suwito et al., 2025). This approach may also be complemented by a sociological perspective to examine how the role of notaries is implemented in society. The selection of this approach is considered appropriate because the study aims to analyze the legal status and practice of drafting prenuptial agreements from the perspectives of both Islamic law and Indonesian positive law, thereby requiring an examination of normative legal provisions alongside social realities (Z & Lilik, 2025). The data sources consist of primary and secondary legal materials. Primary data include legal sources such as statutory regulations, court decisions, and, where applicable, interviews with notaries or other relevant stakeholders.

Secondary data comprise legal textbooks, scholarly journals, and relevant academic publications (Zidan et al., 2025). Data were collected through library research and document analysis, which, where necessary, were supplemented by interviews as supporting empirical evidence (Arsyad, 2025). The data were analyzed using a descriptive qualitative method by systematically describing, interpreting, and organizing the legal materials, followed by drawing inductive conclusions from specific findings to broader generalizations. Where the research involved human participants, such as notaries, informants were selected using purposive sampling based on predetermined criteria, particularly notaries with experience in drafting prenuptial agreement deeds. This sampling strategy ensured that the data obtained were valid, relevant, and consistent with the objectives of the study. Overall, this methodological approach is considered capable of producing in-depth, contextually grounded, and scientifically accountable findings (Wijaya et al., 2025).

Result and Discussion

The Role of Notaries in Drafting Prenuptial Agreement Deeds

The findings demonstrate that the role of notaries in drafting prenuptial agreement deeds is both central and strategic. Notaries serve not only as public officials authorized to execute authentic deeds but also as providers of legal advice and counseling to the contracting parties. As public officials vested with the authority to prepare authentic deeds pursuant to Article 1868 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*), notaries play a vital role in ensuring legal certainty (Aprilia, 2022). This legal status places notaries in a strategic position to safeguard the integrity of the legal system, making the notarial profession an *officium nobile* (a noble profession) (Achmad & Sihotang, 2025). In practice, the preparation of a prenuptial agreement begins with an initial consultation between the prospective spouses and the notary, followed by the drafting of contractual clauses, the reading of the deed, its execution by the parties, and finally its registration or recording in accordance with the applicable legal provisions (Pratama, 2025). The findings indicate that the involvement of a notary ensures compliance with all legal formalities, thereby granting the agreement full evidentiary value before the courts.

The notarial profession is widely recognized as an *officium nobile* because of its close association with the protection of legal rights and human interests. A notarial deed serves as the legal foundation for determining an individual's property status, rights, and obligations. As members of a noble legal profession, notaries are expected to uphold the highest standards of professional ethics, integrity, and moral responsibility, both in the performance of their official duties and in their personal conduct. In carrying out their responsibilities, notaries are guided by several fundamental legal principles, including equality, trust, prudence, reasoned decision-making, the prohibition of abuse of authority, the prohibition of arbitrary action, proportionality, and professionalism. These principles provide essential guidance for the proper exercise of notarial authority (Prasetyawati & Prananingtyas, 2022).

Furthermore, the responsibilities of notaries extend beyond administrative functions to encompass substantive legal oversight. They are required to ensure that the contents of a prenuptial agreement do not conflict with statutory law, public morality, or public order. In addition, notaries act as neutral legal advisors by assisting the parties in understanding the legal implications of the agreement they intend to execute. The findings reveal that a notarial deed, as an authentic deed, possesses the highest evidentiary value and therefore constitutes the principal legal instrument in resolving disputes, particularly those concerning the division of marital assets following divorce (Fikri, 2025). Article 1870 of the Indonesian Civil Code expressly provides that authentic deeds possess perfect evidentiary force. Accordingly, notaries play a crucial role in promoting legal order, legal protection, and legal certainty by

exercising their authority honestly, independently, diligently, and impartially in accordance with the oath of office (Almansyah et al., 2022).

In principle, the responsibilities of notaries are not confined to drafting authentic deeds but also include verifying and examining supporting legal documents. For example, in matters involving land rights, a notary must ensure that ownership of the property has been legally registered and is free from dispute before executing a deed related to security rights over land. This obligation is consistent with Article 4(1) of Law No. 4 of 1996 concerning Security Rights over Land, which stipulates that only specific land rights—such as ownership rights, cultivation rights, and building use rights—may be encumbered with security rights. Through careful examination of land certificates and other supporting documents, notaries are responsible for ensuring that all legal requirements have been fulfilled before the registration process proceeds. They are likewise responsible for ensuring that all administrative requirements necessary for registration have been properly satisfied (Rabbani et al., 2025).

As public officials, notaries are required to perform their duties in accordance with the principle of legal certainty. Nevertheless, the profession is often subject to public misunderstanding, as many people perceive notaries merely as providers of legal documentation services who record the wishes of their clients in authentic deeds. In reality, the responsibilities of a notary are considerably broader and more demanding. Every authentic deed executed by a notary carries significant legal consequences and serves as an instrument of legal protection for the parties concerned. Such legal protection can only be achieved where the deed provides certainty, validity, and enforceability under the law (Maharani, 2022).

A legal instrument that lacks certainty may be declared null and void by the courts, resulting in substantial losses for the parties involved and undermining public confidence in the legal system, including the Islamic financial sector. From the perspective of comparative law, international studies have demonstrated that effective legal protection of Sharia-based contracts depends significantly on the integrity and validity of the legal documents employed, including authentic notarial deeds (Amin & Isa, 2008). Consequently, the role of notaries extends beyond administrative functions to encompass the safeguarding of justice, transparency, and legal certainty in every legal transaction governed by Islamic principles (Ode et al., 2025).

The Legal Status of Prenuptial Agreements under Islamic Law

Etymologically, the concept of an agreement in Arabic is commonly expressed through the terms *al-'ahd* (promise), *al-ittifaq* (agreement), and *al-'aqd* (contract or binding covenant). Terminologically, an agreement refers either to a covenant made with Allah SWT or to an agreement concluded between individuals in their daily lives. In principle, the fulfillment of promises is an obligation in Islam. The principles governing contracts in Islamic law are generally classified into two categories: (1)

general principles that are not directly related to specific legal rules, such as the divine principle (*al- asas al-ilahiyyah*) and the principle of permissibility (*ibahah*); and (2) specific legal principles governing contractual relationships, including consensualism and freedom of contract. Furthermore, Islamic law requires every agreement to satisfy several essential conditions: (1) it must not contravene the principles of Sharia; (2) it must be based on the mutual consent (*ridha*) of the contracting parties; and (3) its terms must be clear, explicit, and unambiguous (Niswah et al., 2025).

From the perspective of Islamic law, prenuptial agreements possess a strong legal foundation, provided that they do not conflict with the principles of Sharia. This legitimacy is derived from both the Qur'an and the Sunnah, which emphasize the obligation to fulfill contractual commitments. Allah SWT states:

"O you who believe, fulfill your covenants." (Qur'an, Surah Al-Ma'idah [5]: 1)

This verse constitutes the principal legal basis for requiring that every agreement, including a prenuptial agreement, be honored so long as it does not violate the provisions of Islamic law. Likewise, the Prophet Muhammad (peace be upon him) stated:

"Muslims are bound by the conditions they have agreed upon, except for a condition that makes the lawful unlawful or the unlawful lawful." (Narrated by al-Tirmidhi)

This hadith further confirms that prenuptial agreements are permissible in Islam as contractual stipulations (*shurut*) incorporated into the marriage contract, provided that they do not contradict the commands of Allah SWT. The opinions of Islamic jurists generally indicate that prenuptial agreements are legally valid when intended to promote public welfare (*maslahah*), such as regulating property ownership, protecting women's rights, and preventing future disputes. Nevertheless, such agreements are subject to clear limitations: they may not abolish or diminish essential marital obligations, including maintenance (*nafkah*), family leadership, or inheritance rights. These findings demonstrate that, from the perspective of Islamic law, prenuptial agreements are legally valid but conditional upon compliance with Sharia principles.

The Compilation of Islamic Law (*Kompilasi Hukum Islam—KHI*) regulates marriage agreements in Chapter VII, Articles 45–52. Article 45 provides that prospective spouses may conclude a marriage agreement in the form of:

1. *Taklik talak* (a conditional divorce declaration); and
2. Other agreements that do not contradict Islamic law.

This provision confirms that marriage agreements concluded by prospective or married spouses are legally valid under Islamic law, provided that they are consistent with the principles of Sharia and do not violate applicable statutory regulations (Surawardi & Zarkani, 2025).

From the perspective of Islamic jurisprudence, prenuptial agreements have elicited diverse responses among Muslim jurists (*fuqaha*). Some scholars regard them as *mubah* (permissible) so long as they contain no provisions contrary to Islamic law, whereas others caution against the possibility of injustice where contractual terms undermine fundamental marital rights, including maintenance (*nafkah*), dower (*mahr*), and family obligations. The doctrine of *maqasid al-shari'ah* (the higher objectives of Islamic law) requires that contractual arrangements preserve public welfare (*maslahah*) and prevent harm (*mafsadah*), particularly to vulnerable parties. Consequently, both substantive validity—namely, conformity with Sharia principles—and formal validity—namely, compliance with state legal procedures—are equally essential to ensure that prenuptial agreements effectively protect property rights without causing injustice to either party (Firgina et al., 2026).

Under the Compilation of Islamic Law (KHI), a prenuptial agreement is understood as an agreement concluded by prospective spouses before the marriage contract for the purpose of regulating specific aspects of their marital relationship, particularly matters concerning property ownership. The KHI adopts the principle that the assets of the husband and wife remain separate unless the parties expressly agree otherwise. This principle is explicitly affirmed in Article 85 of the KHI, which states:

“In principle, marriage does not result in the commingling of the property of the husband and wife.”

Furthermore, Article 86(1) provides:

“The wife's property shall remain under her ownership and full control, and likewise the husband's property shall remain under his ownership and full control.”

Accordingly, unlike the Indonesian Civil Code, which generally adopts the principle of community property, the Compilation of Islamic Law is founded upon the principle of separation of property, unless the parties expressly stipulate otherwise through a prenuptial agreement (Zidan et al., 2025).

A prenuptial agreement must be drafted in accordance with the provisions of the Indonesian Marriage Law. Alternatively, it may be executed in the form of an authentic deed before a notary. Such a deed is particularly important because it constitutes legally admissible evidence in court should disputes arise between spouses regarding marital assets or inheritance. In the absence of a valid prenuptial agreement executed prior to marriage, the assets of both spouses may be regarded as jointly owned under the applicable legal regime. Therefore, a prenuptial agreement should not be prepared informally or merely as a private agreement without proper legal authentication. Rather, it should be executed before a competent public official, namely a notary, in order to produce an authentic deed possessing full legal validity and binding force (Pratama, 2025).

Analysis of the Compatibility of Notarial Practice with Islamic Law

A prenuptial agreement must be executed formally before a notary and should not be concluded merely as a private agreement. Subsequently, it must be registered with the Office of Marriage Registration to ensure its legal validity and enforceability (Pratama, 2025). The findings of this study indicate that, in general, notarial practice in drafting prenuptial agreements is consistent with the fundamental principles of contracts (*akad*) in Islamic law, particularly with respect to mutual consent (*ridha*), the agreement of the parties, and the certainty of the contractual object (Sabrianti et al., 2026). Nevertheless, the study also identifies potential areas of conflict, especially where the substance of the agreement places excessive emphasis on material or property-related matters while overlooking the principles of justice, balance, and harmony within the family. In certain cases, specific contractual clauses may be inconsistent with Sharia principles if they are not subjected to careful legal and religious scrutiny (Damayanti, 2025).

In performing their professional duties, notaries are expected to provide legal services in accordance with the applicable laws and professional standards. Their responsibilities extend beyond serving private interests to protecting the interests of society at large. Consequently, notaries are obliged to ensure the legal validity and authenticity of every deed they prepare. This responsibility requires them to demonstrate integrity, honesty, fairness, transparency, and professional diligence in safeguarding the rights and interests of all parties involved in the execution of an authentic deed. Furthermore, notaries are required to adhere strictly to the professional Code of Ethics, as the dignity and credibility of the profession depend upon the consistent observance of these ethical standards (W. A. Harahap et al., 2020).

Most prenuptial agreement deeds prepared by notaries reflect the principles of certainty regarding the contractual object and mutual agreement between the parties. The agreements generally specify in detail the identities of the contracting parties, the scope of the agreement, and the respective rights and obligations of each party. Such practice is consistent with the Islamic principle of transparency (*al-wuduh*) and legal certainty, both of which are intended to prevent future disputes. Moreover, the preparation of an authentic written deed is in harmony with the Qur'anic injunction in Surah Al-Baqarah (2:282), which emphasizes the importance of documenting financial transactions. Within this context, a notarial deed functions as a form of *tatsbit al-'uqud* (the formal affirmation and reinforcement of contractual agreements), serving to protect the rights of the parties and preserve property (*hifz al-mal*), one of the fundamental objectives (*maqasid*) of Islamic law (T. M. Harahap et al., 2026).

In Islamic law, legal certainty is essential, particularly in matters relating to *mu'amalat* (civil and commercial transactions) and inheritance, where contractual clarity is strongly emphasized. For instance, Surah Al-Baqarah (2:282) instructs believers to document debt transactions and have them witnessed by a third party in

order to avoid future disputes. This principle is analogous to the role of a notary in modern legal systems, who functions as an impartial public official responsible for ensuring legal certainty through authentic documentation. Likewise, the Prophet Muhammad (peace be upon him) encouraged the dissemination of knowledge, as reflected in the hadith narrated by al-Bukhari (No. 3461): "Convey from me, even if only one verse." This hadith underscores Islam's emphasis on educating society and sharing beneficial knowledge. Accordingly, both the positive legal system and the sources of Islamic law provide ethical and normative foundations for viewing notaries not merely as drafters of legal instruments but also as legal educators who assist the public in understanding the legal implications of their actions (Azizah et al., 2025).

These findings further suggest the importance of appointing notaries who possess expertise or professional certification in Sharia law. Such qualifications would enable notaries to acquire a comprehensive understanding of Islamic contractual principles, thereby ensuring greater compliance with Sharia requirements in legal practice. This recommendation is consistent with the guidance issued by the National Sharia Council of the Indonesian Council of Ulama (*Dewan Syariah Nasional–Majelis Ulama Indonesia*; DSN-MUI). However, in practice, these recommendations have not yet been incorporated into binding positive law in Indonesia and therefore do not constitute mandatory legal requirements for Islamic financial institutions or other parties seeking notarial services.

A comparison with previous studies reveals that earlier research has predominantly focused on the formal legal validity of prenuptial agreements, whereas the present study emphasizes the integration of Indonesian positive law with the principles of Islamic law (Arsyad, 2025). This study therefore extends the existing body of scholarship by demonstrating that a prenuptial agreement may satisfy the requirements of positive law while still falling short of full compliance with Sharia principles. Accordingly, greater harmonization is required through strengthening notaries' competence in Islamic family law and promoting closer collaboration between notaries and Sharia scholars to ensure that prenuptial agreements are legally valid while remaining consistent with the objectives and values of Islamic law (Arimbi & Saputro, 2024).

Conclusion

This study concludes that notaries play a crucial role in the preparation of prenuptial agreement deeds. Their responsibilities extend beyond drafting authentic deeds to providing legal advice, ensuring legal validity, and safeguarding the enforceability of the agreement. By verifying compliance with statutory requirements, notaries ensure that prenuptial agreements possess full evidentiary value and conform to the applicable legal framework.

From the perspective of Islamic family law, prenuptial agreements are permissible provided that they comply with the fundamental principles of Sharia, including mutual consent, clarity of contractual terms, and consistency with Islamic legal norms. Such agreements are intended to promote *maslahah* (public welfare), particularly through the regulation of marital property and the protection of the respective rights and obligations of spouses.

The findings further indicate that contemporary notarial practice is, in general, compatible with the principles of Islamic law. Nevertheless, certain inconsistencies remain, particularly where agreements place disproportionate emphasis on property-related matters while giving insufficient attention to the broader Islamic values of justice, equity, and family harmony. Therefore, enhancing notaries' knowledge and understanding of Islamic family law is essential to achieving greater harmonization between Indonesian positive law and the principles of Sharia, thereby ensuring that prenuptial agreements are both legally valid and substantively consistent with the objectives of Islamic law.

References

- Achmad, H., & Sihotang, B. (2025). Optimalisasi Peran Ikatan Notaris Indonesia dalam Perlindungan Hukum bagi Notaris. *Al-Zayn: Jurnal Ilmu Sosial & Hukum*, 5320–5333.
- Almansyah, D., Fajri, M., & Putra, M. (2022). Tanggungjawab Notaris dalam Pembuatan Akta Para Pihak Di bawah Tekanan dan Paksaan. *Jurnal USM Law Review*, 5(2), 754–766. <https://doi.org/10.53333/IJICC2013/10503>
- Arimbi, D., & Saputro, H. D. (2024). Stigma Sosial dan Hambatan Normatif Terhadap Implementasi Perjanjian Pra-Nikah Di Indonesia Telaah Hukum Islam dan Hukum Positif. *Jurnal Mahasiswa Hukum*.
- Arsyad, A. (2025). Stigma Sosial dan Hambatan Normatif Terhadap Implementasi Perjanjian Pra-Nikah Di Indonesia Telaah Hukum Islam dan Hukum Positif. *Psikosopen : Jurnal Psikososial Dan Pendidikan*, 1(2), 1326–1343.
- Azizah, L., Aziza, R., Amalia, S., Aisyah, S., Islam, U., & Antasari, N. (2025). Relevansi Peran Dan Kewenangan Edukasi Hukum Oleh Notaris Tentang Akta Autentik : Analisis Berdasarkan Hukum Positif Dan Hukum Islam. *Indonesian Journal of Islamic Jurisprudence, Economic and Legal Theory*, 3461, 1837–1846.
- Bahri, A. S. (2024). Perjanjian Pra-Nikah Berdasarkan Hukum Islam dan Perundang-Undangan. *Jurnal Mim*, 02, 26–45.
- Damayanti, A. P. (2025). *Perjanjian Kawin Di Masyarakat Kapanewon Ngaglik, Kabupaten Sleman, D.I. Yogyakarta Perspektif Hukum Islam (Studi Kasus Kantor Notaris Helena Maryam Prambadani*. Universitas Islam Indonesia.
- Fadillah, R., & Subehi, M. B. (2024). Interdisciplinary Explorations in Research Perjanjian Pranikah untuk Tidak Selingkuh Perspektif Hukum Islam di Indonesia. *Interdisciplinary Explorations in Research Journal*, 2, 712–726.

- Fikri, E. F. (2025). *Kekuatan Hukum Akta Perjanjian Kawin Pada Perkawinan di Bawah Tangan*. Universitas Islam Indonesia.
- Firgina, W., Ramdani, R., & Ziaharah, L. I. (2026). Legalitas dan Implementasi Perjanjian Pra Nikah Dalam Perlindungan Harta Perkawinan Menurut Hukum Islam. *USRAH: Jurnal Hukum Keluarga Islam*, 7, 300–315.
- Harahap, T. M., Lubis, H. F., & Yanti, S. (2026). Sinkronisasi Klausul Akta Perjanjian Notaris dengan Prinsip Syariah. *Ambacang: Jurnal Inovasi Pengabdian Masyarakat*, 2(2), 638–643.
- Harahap, W. A., Nurdin, A., & Santoso, B. (2020). Kompetensi Notaris Dalam Pembuatan Perjanjian Syariah (Tinjauan Dari Perspektif Hukum Ekonomi Syariah). *NOTARIUS*, 13, 170–180.
- Lubis, A. (2023). Status Hukum Prenuptial Agreement Dan Relevansinya Dengan Hukum Islam (Studi Kasus Di Kecamatan Kramatmulya Kabupaten Kuningan Jawa Barat). *Al Mashalih: Journal of Islamic Law*, 4(1), 35–44.
- Maharani, I. (2022). Peran Notaris Dalam Membuat Akta Hukum Sesuai Dengan Undang-Undang Jabatan Notaris Berdasarkan Teori Kemanfaatan. *Jurnal Multidisiplin Indonesia*, 1(3), 962–969. <https://doi.org/10.58344/jmi.v1i3.91>
- Niswah, S. K., Kh, U., & Chalim, A. (2025). Tinjauan Hukum Islam Terhadap Pelaksanaan Perjanjian Pra Nikah. *Al-Istinbath : Jurnal Ilmu Hukum Dan Hukum*, 2(1).
- Nova, A., & Fartini, A. (2022). *Hukum Perjanjian Pra Nikah Perspektif Hukum Perdata*. 7, 1–8.
- Nurillah, N. (2023). Tinjauan Yuridis Perjanjian Pra Nikah Dalam Perspektif Hukum Islam Dan Hukum Positif Indonesia. *Jurnal Ilmiah Wahana Pendidikan*, 9(2), 427–436.
- Ode, W., Maharani, A., Shofiah, V., & Rajab, K. (2025). Model Psikoterapi Sabar Dalam Perspektif Psikologi Islam. *Al-Zayn: Jurnal Ilmu Sosial & Hukum*, 3(2).
- Prasetyawati, B. I., & Prananingtyas, P. (2022). Peran Kode Etik Notaris Dalam Membangun Integritas Notaris Di Era 4 . 0. *NOTARIUS*, 15, 310–323.
- Pratama, W. A. (2025). Study Komparatif Efektivitas Perjanjian Pra Nikah dan Implikasi Dampaknya Terhadap Pernikahan. *Tasamuh: Jurnal Studi Islam*, 17(April), 92–104.
- Pratitis, S. A., & Rehulina. (2023). Keabsahan Perjanjian Pra Nikah dan Akibat Hukumnya Ditinjau dari Perspektif Hukum. *Jurnal Hukum, Politik Dan Ilmu Sosial*, 2(2).
- Rabbani, M. F. A., Adymas, M., & Fikri, H. (2025). Peran dan Tanggung Jawab Notaris dalam Pendaftaran Hak Tanggungan atas Tanah di Indonesia Cakra Putra Negara Universitas Negeri Semarang. *Jurnal Multidisiplin Ilmu Akademik*, 2(1), 211–220.
- Rosadi, M. N., Yudi, R., & Nelli, J. (2024). Keabsahan Perjanjian Pranikah Dalam

- Hukum Islam Dan Hukum Positif. *AL YASINI: Jurnal Keislaman, Sosial, Hukum Dan Pendidikan*, 09(36), 272–282.
- Sabrianti, Y., Sudirman, M., & Djaja, B. (2026). Perlindungan Hukum terhadap Harta Perkawinan dengan Pembuatan Akta Perjanjian Pra Nikah menurut Undang-Undang No . 1 Tahun 1974. *Jurnal Ilmiah Global Education*, 7(1), 440–449.
- Salsabila, N. T. (2024). Kajian Hukum Islam Tentang Perjanjian Pra Nikah Sebagai Bentuk Perlindungan Hukum Terhadap Harta Perkawinan. *Syntax Literate: Jurnal Ilmiah Indonesia*, 9(11).
- Surawardi, & Zarkani, M. (2025). Tinjauan Hukum Positif Di Indonesia Tentang Perjanjian Pra Nikah. *Maqashiduna: Jurnal Hukum Keluarga Islam*, 3(1).
- Suwito, Didit, D., Harun, Saidah, F. Z., & Risma, A. (2025). Implikasi Normatif Dan Sosial Perjanjian Pra-Nikah Perspektif Hukum Keluarga Islam di Indonesia. *Hakam : Journal of Islamic Law Studies and Islamic Economic Law*, 9(22), 2.
- Ubaidillah, A. (2023). Untung Rugi Perjanjian Pra-Nikah : Analisis Yuridis Islam Dan Hukum Positif. *Qonunin: Jurnal Hukum Dan Kajian Islam*, 03(02), 1–11.
- Wijaya, M., Pratomo, B., Citta, A. B., & Efendi, S. (2025). *Buku Referensi Metodologi Penelitian Kombinasi Pendekatan Kuantitatif, Kualitatif, dan Mixed Methods*. PT. Media Penerbit Indonesia.
- Z, M., & Lilik, A. (2025). Validitas Perjanjian Pra-Nikah (Prenuptial Agreement) Menurut Hukum Islam Dan Hukum Positif: Analisis Normatif Terhadap Peraturan Dan Putusan Pengadilan. *Jurnal Tana Mana*, 6(2).
- Zidan, M., Damayanti, H., & Maulidini, A. (2025). Perjanjian Pranikah Dalam Perspektif Hukum Keluarga Islam: Analisis Kedudukan Anak dalam Pembagian Harta Warisan. *Usrotuna: Journal of Islamic Family Law*, 02(02), 154–167.