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Marriage Agreement for Indonesian Citizens Involved in Mixed Marriages

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Abstract

Before the decision of the Constitutional Court of the Republic of Indonesia that led to the amendment of Article 29 paragraphs 1, 3 and 4 of Act No. 1 of 1974 on Marriage, Indonesian citizens involved in mixed marriages who did not enter into a marriage agreement regarding the separation of properties experienced difficulty in obtaining land ownership right. This is due to the Agrarian Law which stipulates that only Indonesian citizens can have ownership rights to land. Also, the agreement can only be done before or at the time the marriage is held. However, the decision of the Constitutional Court opens up the possibility of marriage agreements during the married life of the couple. Finally, with respect to Indonesian citizens who are married to foreigners, the marriage agreement is a welcome solution that will enable them get their rights back as applies to other Indonesian citizens. Despite the changes to the provisions in several articles of the Marriage Law, some problems still exist, such as the problem related to the inheritance rights of children of mixed marriages, who have dual nationality before the age of 18 years. Finally, it is hoped that the changes in the contents of the article will not change the nature of a household regarding the purpose of happiness based on the One Supreme God.

Keywords: mixed marriage; marriage agreement; marriage property

Introduction

Marriage between people of different nationalities, who are subject to different legal systems, is a global phenomenon and is experienced in all countries (Santeli, et al. 2012; Potarca, et al. 2018). This type of marriage has existed long before the enactment of the Marriage Law in Indonesia. In other words, the type of marriage in the Marriage Law called mixed marriage is not a new phenomenon. According to Moran (2003: 4), when slavery replaced indentured servitude as the primary source of labor during the last decades of the

seventeenth century, in some cases, coworkers became intimate and blurred the color line. Economic problems of the third world countries caused the influx of people to migrate to economically prosperous countries brought about many problematic issues (Garcia, 2006). One of these issues is mixed marriages (Qian et al, 2011; Çiğdem, 2015).

However, it should be recognized that the trend of mixed marriages, especially in Indonesia, has increased over time. The increasing practice of intermarriage is also influenced by tremendous development of information and communication technology. Mixed marriages have spread throughout the country and community classes. However, various surveys and research have not been able to provide accurate data about the number of marriages of this type and its intensity in different periods. Due to the rampant practice of intermarriage between Indonesian citizens and foreigners, there should be legal protection for those involved in mixed marriages, i.e. they should be accommodated properly in the laws of Indonesia. This is a form of responsibility of countries to its citizens and a realization of the rights of citizens as mandated by the constitution. Even the International Covenant on Civil and Political Rights (ICCPR) stated in Article 23:

3) No marriage shall be entered into without the free and full consent of the intending spouses.
4) States Parties to the present Covenant shall take appropriate steps to ensure equality of rights and responsibilities of spouses as to marriage, during marriage and at its dissolution. In the case of dissolution, provision shall be made for the necessary protection of any children.

Before 1974 the Indonesian people was subject to a variety of marriage regulations inherited from the colonial state never attempted to bring all citizens under one statute, but instead only intervened in family matters if this was required by external pressures (Bedner and Huis, 2010). As is marriage in general, mixed marriages also give birth to legal consequences, which personally affect the husband, wife, and offspring, e.g. with respect to wealth in marriage. In relation to legal consequences, one of the interesting and varying aspect of marriage in general is the citizenship status of a child that is born from a mother and father who are subject to different laws. Besides, the principle of nationality contained in Law No. 5 of 1960, concerning Agrarian Principal Provisions (Agrarian Law), stipulates that only Indonesian citizens can have land ownership rights and building rights.

This provision is ideal when discussing related to marriage matters between Indonesian citizens, and it supports the creation of the family, which is the goal of marriage according to the 1974 Marriage Law: to create a happy family based on the One Supreme God. However, further analysis reveals that the provision does not benefit mixed marriages. For Indonesian citizens of mixed marriages, having rights like other citizens should not completely

forgone. Separation of properties in marriage can be done by entering into a marriage agreement. This is based on Article 29 of Marriage Law concerning marriage agreements.

Later, the provisions regarding marriage agreements were considered to be less accommodating to the interests of married couples. This is due to the limited time that is allowed to undertake the marriage agreement, as defined in Article 29 Paragraph 1 of Marriage Law, which states that "At a time before the marriage takes place, the two parties by mutual consent can hold a written agreement approved by the officer of the Marriage Registrar." The wording of this article means that the marriage agreement can only be done before or at the time the marriage takes place. While it is based on certain conditions and needs, there are times when the husband and wife feel the need to enter into an agreement in the period of their married life. For Indonesian citizens involved in mixed marriages and did not enter into marriage agreement at the beginning of their marriage, they will experience difficulty with regards to having land rights in Indonesia.

The good news for Indonesian citizens of mixed marriages and marriages in general is the existence of a decision of the Constitutional Court of the Republic of Indonesia regarding the results of the judicial review of 1974 Marriage Law, which changed the formulation of Article 29, paragraphs 1, 3 and 4 and widened the opportunity for the marriage agreement. The decision, as an effort to change to a better direction, is not without constraints or risks. It has pros and cons. Some circles assume that the opening up of vast opportunities to enter into marriage agreements will shift the intrinsic meaning of a marriage, namely an inner and outer bond. It is this bond that distinguishes marriage from ordinary contractual relationships as in the field of contract law. The question that arises is whether families are only interested in material things and if marriage is no longer based on a foundation of love and mutual acceptance.

Analysis and Discussion

Mixed Marriage and Its Settings in Indonesia's Family Law System

The formulation of mixed marriages is emphasized in Article 57 of 1974 Marriage Law:

> "What is meant by mixed marriage in this Law is marriage between two people who are subject to different laws in Indonesia, due to differences in citizenship with one of the parties having a foreign nationality and the other party having Indonesian citizenship ".

From the definition of Article 57 of the law, the elements of mixed marriage are as follows (Sasmiar, 2011):

1. Marriage between a man and a woman;
2. In Indonesia subject to different laws;
3. Because of differences in citizenship;
4. One party with Indonesian citizenship.

Among the elements mentioned above, the difference in citizenship is the most viscous element because its consequence is that the couple are subject to different laws. It is also expressly stated in Article 57 of Marriage Law that one of the parties is an Indonesian citizen and the other party is a foreign national.

Arrangements on mixed marriage in Law No. 1 of 1974, concerning marriage, are found in articles 57 to 62. Moch Isnaeni (2016) gives a different view of the arrangement and naming of mixed marriages and states that when a type of marriage contains foreign elements that are relevant, it means entering the field of Private International Law, and it would be more feasible to be referred to as International Marriage. Therefore, it would be more appropriate if articles 56 to 62 are combined in the same section with just one title, namely international marriage, considering that the relevant articles there are related to foreign elements of marriage. The law requires that marriage between fellow Indonesian citizens and between Indonesian citizens and foreigners is possible to be implemented both in Indonesia and outside Indonesia, as stated in Article 56 of Marriage Law as follows:

> "marriage conducted outside Indonesia between two Indonesian citizens or an Indonesian citizen with a foreign citizen is legal if carried out under the applicable law in the country where the marriage was celebrated and for Indonesian citizens do not violate the provisions of this Act."

Furthermore, based on Article 59 Paragraph 2 of Marriage Law, "Mixed marriages carried out in Indonesia are carried out according to this Marriage Law."

The implementation of mixed marriages must also fulfil normal material requirements as determined in articles 60 and 61 of Marriage Law. Article 60 Paragraph 1 of Marriage Law stipulates that "mixed marriages cannot be held before it is proven that the marriage conditions determined by the law that apply to each party have been fulfilled." Therefore, Indonesian citizens must fulfil the marriage requirements as referred to in Chapter 2, Article 6 to Article 12 of Marriage Law, e.g. the terms of agreement between the prospective couple, the age limit of marriage, the absence of barriers to marriage, and so on. Meanwhile, foreigners also must fulfil the requirements based on the legal system adopted in their home country. To prove that these conditions have been fulfilled and, therefore, there are no obstacles to carrying out mixed marriages, according to the law, the couple shall apply to the party authorized to record marriages, and

they are given a statement to show that the conditions have been fulfilled (Article 60, Paragraph 2 of Marriage Law).

In the introduction, it was noted that mixed marriages can give birth to consequences that are different from the consequences of marriages between fellow Indonesian citizens. In this discussion, three important things need to be studied further.

First, the legal consequences of the couples regarding the possibility for a foreigner married to a citizen to acquire the citizenship of the Republic of Indonesia. Due to Article 19, Paragraph 1 of Law No. 12 of 2006 concerning Citizenship as follows: "Foreign citizens legally married to Indonesian citizens can obtain citizenship of the Republic of Indonesia by submitting a statement to become a citizen before an State's Officer".

The desire of foreigners who are married to Indonesian citizens to obtain Indonesia citizenship must fulfil the requirements under the Citizenship Law. These conditions are contained in Article 19, Paragraph 2, which read as follows:

> "The statement as referred to in paragraph (1) shall be carried out if the concerned person has already stayed in the territory of the Republic of Indonesia for at least 5 (five) consecutive years or at least 10 (ten) years that are not consecutive except if the acquisition of citizenship results in dual citizenship."

Based on the article above, there are two conditions for obtaining Indonesian Citizenship for foreigners who are married to Indonesian citizens, namely:

1. Already residing in the territory of Indonesia for at least 5 consecutive years or at least 10 non-consecutive years
2. The acquisition of Indonesian citizenship does not cause the concerned person to have dual citizenship.

Just as the above provisions open opportunities for foreign nationals who are married to Indonesian citizens to obtain Indonesian citizenship. The Citizenship Act also stipulates that Indonesian citizens who are married to foreigners can lose their citizenship in Indonesia if the foreign national legal system stipulates that the citizenship of the wife follows the husband's citizenship and/or vice versa. This provision is expressly stipulated in Article 16 of Law No. 12 of 2006, as follows:

Paragraph (1):

> Indonesian women who marry male residents of foreign countries lose the Citizenship of the Republic of Indonesia if according to the law of the country of origin of the husband a wife's citizenship follows her husband's citizenship as a result of marriage.

Paragraph (2):

> Male Indonesian citizens who marry foreign women lose the Citizenship of the Republic of Indonesia if they comply with the law of the country of origin of the wife stating that a husband's citizenship follows a wife's citizenship as a result of marriage.

Paragraph (3):

> Women as referred to in Paragraph (1) or men as referred to in Paragraph (2) who still wish to be Indonesian citizens can submit a letter of statement regarding their wishes to the Official or Representative of the Republic of Indonesia whose jurisdiction covers their places of residence unless the submission results in dual citizenship.

Second, the legal consequences of children born from mixed marriages in relation to the child's nationality. Based on the Citizenship Law, children born of mixed marriages can have dual citizenship (dual citizenship), provided that when they reach the age of 18 or get married, they must choose one of these nationalities. Thus, dual citizenship under Indonesian law only applies to an individual that is less than 18 years or not married. This is based on Article 6 Paragraph 1 of Law No. 12 of 2006 which reads as follows:

> "In terms of the Citizenship status of the Republic of Indonesia towards children as referred to in Article 4, Letter C, Letter D, Letter H, Letter I, and Article 5, children with dual citizenship after the age of 18 (eighteen) years or after getting married must choose one of their nationalities".

Article 4, letters C and D mentioned in Article 6 refer to a child born from a mixed marriage. Letter C reads as follows: “a child born of a legal marriage from a father who is an Indonesian citizen and a mother who is a foreign national.” Letter D reads as follows: "a child born of a legal marriage from a father who is a foreign national and a mother who is an Indonesian citizen.”

The author is of the opinion that the status of dual citizenship for a child before he/she gets to the age of 18 years still leaves some questions: what is their inheritance status before they are 18 years old? Or do they have to wait 18 years to determine the inheritance right?

Refer to Wijaya (2018), the application for bringing the legality to the child must be made by either parent, if not by both of them, to the court of law. According to Article 44 (2) of the Marriage Law, the court has the authority to determine the legality of the child. The Civil Code in Article 280 also imposed that situation. Legal consequences are being established, between the father and child, such as child support, guardianship, using of father’s family name, and inheritance.

Third, the implication of law on property. Most of married people doesn't concern about the effect of the marriage itself, one of it is about wealth, they think that marriage is only about connection between two families meaning behind marriage is not only to establish eternal family, and to maintain the continuity of the family will require the property of the marriage (Miqat et al, 2018: 99).

Provisions regarding property in marriage are stipulated in Article 35 to 37 of Marriage Law. The basic principles of marital property as stipulated in the Marriage Law are as follows (Fuady, 2015: 21):

1. The inheritance into marriage is the right of each individual to carry the property into marriage.
2. All proceeds of the property obtained by one party as inheritance, grant or will become the personal rights of the recipient of the inheritance, the grant or will.
3. All assets obtained by one of the parties as inheritance, grants or wills are the respective personal rights
4. All assets obtained by one party or both parties during the marriage (except for assets acquired due to grants, inheritance, or will) belong to the husband and wife.
5. The parties can determine their property status in a marriage agreement made before the marriage takes place.

The parties that have the authority to act on assets when the husband and wife are still married are as follows (Fuady, 2015: 22):

1. Regarding their personal assets, each husband or wife can act independently without the help of the other party.
2. Regarding shared assets, each wife or husband acts with the approval of the other party.
3. If the parties divorce, then the joint assets are divided according to their respective laws, which are generally divided into two equal parts.

The formulation and meaning of the article above seem simple and easy to study if the marriage actors are fellow Indonesian citizens. But the situation is different if the marriage is between Indonesian citizens and foreigners. This is due to the existence of certain restrictions for a foreign national to obtain certain material rights, such as the prohibition of foreigners to have land ownership and building use rights in Indonesia. This is contained in Law No. 5 of 1960 concerning Basic Agrarian Provisions (Agrarian Law). In Article 21, Paragraph 1, it is stated that only Indonesian citizens can have land ownership rights. Furthermore, Article 36, Paragraph 1 reads as follows: "those who can have rights to use buildings are (a) Indonesian citizens, (b) legal entities established under Indonesian law and domiciled in Indonesia.

It is reasonable to suppose that the stance of these articles is based on the principle of nationality. It is recognized that these provisions do not accommodate the interests of mixed marriages because Indonesian citizens who are married to foreigners will also find it difficult to have the rights referred to in Article 21 Paragraph 1 and Article 36 Paragraph 1 of the Marriage Law, which is due to the principle of uniting property in marriage. As an illustration, if an Indonesian citizen is married to a foreign national, then the property produced in the marriage automatically becomes a joint property. Besides, both husband and wife will also inherit each other's property.

Notably, the law also provides a solution to the above problems, namely the opening of opportunities for every married couple to separate property in marriage. This separation can only be done through a written agreement, called a marriage agreement, which will be reviewed in the following section.

Marriage Agreement Before and After the Decision of The Constitutional Court

In families with mixed or multicultural marriages there will certainly be differences in cultural background. Differences with different cultural backgrounds make interaction unfavorable. Cultural differences can be a trigger for conflict. Therefore, it is very natural that mixed marriage families will continue to adapt and build understanding between one another (Rizka, 2017: 2).

In order to accommodate the aspirations of the people who are members of a mixed marriage organization (Perca Indonesia), the Government affirms and regulates the normative possibilities. Indonesian citizens who do mixed marriages to get their rights in accordance with Article 9 paragraph (2) and Article 21 paragraph (1) Agrarian Law, with issued Government Regulation No. 103 of 2015 concerning Home Ownership Residential or Occupancy by People Foreigners domiciled in Indonesia (PP 103/2015), on December 22, 2015. Article 3 of the Government Regulations stipulates that Indonesian citizens who carry out marriages with foreigners can have rights on the same land as Indonesian citizens others. The land rights are not is a proven joint asset with the agreement on the separation of assets between husband and wife, made by Public Notary. This means that the rights granted to Indonesian citizens who do marriages mix to get ownership rights on land with terms or rights conditional. The condition is the property is not a joint asset or property clean of foreign elements. The proof required is a "marriage agreement" separation of property.

The marriage agreement is a written agreement, but it does not include *Takliktalak* (conditional divorce in the marriage contract), which is made voluntarily between the couple before or at the time of marriage with the condition that they must obtain approval from the Marriage Registrar Officer. Article 29 (1) (before the amendment) reads as follows:

"*Before the marriage takes place*, the two parties with mutual agreement can enter into a written agreement legalized by the marriage registrar employee, after which the contents apply to third parties as long as the third party is involved."

Looking at the contents of the article, the author emphasizes the phrase "Before the marriage is held…" This shows that the intention of Article 29, Paragraph 1, before the Decision of the Constitutional Court does not allow for an agreement outside of that time. Provisions in Article 29, paragraphs 1, 3 and 4, of Marriage Law have been amended based on the Constitutional Court Decision No. 69 / PUU-XIII / 2015.

In general, a marriage agreement is made for the following reasons (Fuady, 2015):

1. When there is a greater amount of wealth on one party than the other;
2. Both parties each have a substantial input;
3. Each has his/her own business, so if one fails, the other is not concerned;
4. For the debts they incurred before marriage, each of them will be individually accountable.

The marriage agreement as stated above is right for marriages between fellow Indonesian citizens. But regarding mixed marriages, it can be stated that the marriage agreement is intended to separate property in a way that would ensure that Indonesian citizens who are involved in mixed marriages do not have difficulty in obtaining ownership rights to land and building use. As stated in the Marriage Law, it is caused because the husband or his wife is a foreign national.

Article 29 Paragraph 1 also stipulates that the agreement must be made in writing and ratified by the Marriage Registrar officer. However, based on the Decision of the Constitutional Court, No. 69/PUU-XIII/2015, other than the Marriage Registrar, a notary can also ratify the marriage agreement. Regarding the contents of the marriage agreement, Marriage Law does not discuss it in detail. Only the limits of the contents of the agreement are contained in Article 29 Paragraph 2: "marriage treaty cannot be ratified when breaking the boundaries of the law, religion and morality". Based on the article, the Marriage Law gives freedom to married couples to determine the contents of the marriage agreement, with the conditions not to be contrary to law, religion and morality.

The principle of freedom of both parties in determining the contents of the marriage agreement is limited by the following conditions (Titik, 2010: 121):

1. Don't make promises (clauses) which are contrary to decency and public order.
2. Agreement on marriage must not reduce the rights due to the power of the husband, the rights due to the power of the parents, the rights of the husband and wife who live the longest.
3. There are no promises that contain the release of rights on inheritance.

4. No promises are made that one party will bear more debt than its share in activity.
5. No promises are made that the marriage assets will be governed by the laws of a foreign country.

As explained earlier, the Constitutional Court's ruling is inseparable from the protests of various groups. Some consider that the verdict will reduce the meaning and sacredness of marriage, and some are of the view that the verdict has castrated the work of the makers of the Marriage Law, keeping in mind the efforts and hard work at the beginning to develop the unification of regulations on marriage. According to Elson (2016) There are some objectives of mixed-marriage couples to draw up the Marriage Agreement, as follows:

1. Separate the Spouse's Assets, so they do not have joint Assets. Therefore, when they got divorced, assets will be protected and have no dispute over their assets.
2. The Spouse would be responsible by themselves of their debt, as mentioned on their Prenuptial Agreement.
3. If one of Spouse wants to sell the Assets, they have no need to ask for permission to the other one.

The authors actually look at it from a different point of view, i.e. although the marriage agreement is only contained in one article in the Marriage Law, it turns out that its influence is very large in determining the position of wealth in marriage, including mixed marriages. The decision of the Constitutional Court is based on the demands of the community regarding their need for legal rules that must be capable of accommodating every interest of the community, regardless of status, position, race and so on. According to Otje Salman, the existence of law in the real development process not only serves as a means of social control, but the law is expected to quickly move the society to behave according to the new ways in order to achieve the goal of the state (Tholabi, 2013: 2). Demands for legal changes begin when there is a gap between circumstances, relationships, and events in the community with existing legal arrangements.

The following table expresses the contents of Article 29, paragraphs 1, 3 and 4 before and after the decision of the Constitutional Court:

Article 29	**Before the Decision of The Constitutional Court**	**Post Decision of Constitutional Court No.69/ PUU-XIII/ 2015**
Paragraph 1	At the time or before the marriage takes place, both parties, on a joint agreement,	At the time, before or during marriage, both parties, on a joint agreement, can enter into a

	can enter into a written agreement that is legalized by the Marriage Registrar after which the contents also apply to third parties, as long as the third party is involved	written agreement legalized by Marriage Registrar or the Notary after which the contents also apply to third parties, as long as the third party is involved
Paragraph 2	The agreement cannot be ratified if it violates the boundaries of law, religion and morality	Did not change
Paragraph 3	The agreement is valid from the time the marriage takes place	The Agreement valid since the wedding took place, unless otherwise specified in Marriage Agreement
Paragraph 4	During the marriage, could not be changed, except if both parties agreed to change or renew and does not disserve the third party	As long as the marriage takes place, Marriage Agreement, such as for Assets of Marriage or the other Agreement, could not be changed or revoked, except Spouse agrees to change or revoke, and the changes or revokes the Marriage Agree-ment does not disserve the other party

Before the issuance of this ruling, some of rights of citizens must be reduced only because they are married to foreign citizens due to the prohibition in the Agrarian Law to have certain rights in Indonesia. Some of those involved in mixed marriages even took extreme actions, such as divorcing and remarrying, only because they did not enter into a marriage agreement before or at the time of the previous marriage, about the separation of property in marriage. This is because Article 29 Paragraph 1 prior to the amendment did not open the opportunity for the marriage agreement to be carried out during their married life. Constitution Court Decision No. 69 / PUU-XIII / 2015 provide guarantees of equality of rights and legal certainty for perpetrators of Indonesian citizens mixed marriage to have Property. Its relevant to the concept of progressive law. According to Satjipto Rahardjo (Tholabi, 2013), when the gap has reached such a level, the demands for legal change are increasingly urgent. After the article was amended, it can be said that their rights as Indonesian citizens to land ownership and building rights have returned to the same position as before marriage, as applies to other Indonesian citizens.

An important requirement that must be known is that marriage agreement made when the marriage bond takes place for certain reasons of the couple just made the agreement can be justified by law on the basis that such agreement it must be preceded by submitting an application to the court authorized to order get a determination from the judge. After obtaining the court's determination, the parties then make the marriage agreement after marrying before the Notary. Because based on Article 15 paragraph (1) of Law Number 2 Year 2014 concerning Amendment to Law Number 30 of 2004 concerning Notary states that the Notary is authorized to make authentic regarding all acts, agreement, and provisions required by laws desired by those concerned to be stated in an authentically.

According to Dwinopianti (2017: 23) that even though such an agreement is implemented at the time of marriage takes place by first getting a determination from the court but does not reduce the essence of the authority of the Notary as a public official in making the marriage treaty deed. Then the agreements that have been made before the Notary are registered with the agency authorized by legislation to list it, namely the Office Population and Civil Registration or Office of Religious Affairs according to the subject the law. If the marriage agreement is not registered by itself is legally not binding on third parties.

Conclusion

The decision of the Constitutional Court No. 69 / PUU-XIII / 2015 is one of the breakthrough steps in making legal changes, especially in the field of family law in Indonesia. Even though it is not free from pros and cons, the decision is a renewal mainly related to marriage agreements, which are highly correlated with property in marriage. Post Constitutional Court decision, the provisions of Article 29, paragraphs 1, 3 and 4 have changed. These changes relate to the birth of opportunities to enter into marriage agreements during the marriage period and officials who have the authority to authorize marriage agreements; in addition to the Marriage Registrar, marriage agreements can also be authorized by a notary. Also, there are some limitations regarding the changes to the marriage agreement. Especially for Indonesian citizens who are married to foreigners, the marriage agreement is the best solution to get their rights back as applies to other Indonesian citizens. Despite the changes to the provisions in several articles of the Marriage Law, there are still a variety of unresolved issues, including those related to the inheritance rights of children of mixed marriages in their dual nationality positions until the age of 18 years. Finally, it is hoped that the changes in the contents of the article will not change the nature of a household with respect to the purpose of happiness based on the One Supreme God.***

References

Bedner, Adriaan and Stijn van Huis. 2010. *Plurality of Marriage Law and Marriage Registration for Muslims In Indonesia: A Plea for Pragmatism*. Utrecht Law Review, Volume 6, Issue 2 (June) 2010, p 175. Retrieved at: http://www.utrechtlawreview.org/. Accessed: 5 January 2019.

Çiğdem, Recep. 2015. *Interfaith Marriage in Comparative Perspective*. Acta Orientalia Academiae Scientiarum Hung. Volume 68 (1), 59 – 86 (2015) DOI: 10.1556/AOrient.68.2015.1.4. Retrieved from: http://real.mtak.hu/37242/1/aorient.68.2015.1.4.pdf. Accessed 9 Jan. 2019.

Dwinopianti, Eva. 2017. *Implications and Legal Effects Of Constitutional Court Decision Number 69/PUU-XIII / 2015 On Making Marriage Agreement After Marriage Certificate Made Before The Notary*. Lex Renaissance. No. 1 Vol. 2 January 2017: 16 – 34.

Elson. 2016. *A New Implementation of Marriage Agreement*. Retrieved From: Https://Elson.Co.Id/2016/12/A-New-Implementation-Of-Marriage-Agreement/. Accessed: 5 Jan 2109.

Fuady, Munir. 2015. Concept of Civil Law. Raja Grafindo Persada. Jakarta.

García, Dan Rodríguez. 2006. *Mixed Marriages and Transnational Families in the Intercultural Context: A Case Study of African-Spanish Couples in Catalonia, Spain.* Journal of Ethnic and Migration Studies 32(3):403-433 · April 2006. Retrieved from: https://www.researchgate.net/publication/237812649_Mixed_Marriages. Accessed 5 Jan. 2019

Moch. Isnaeni. 2016. Indonesian Marriage Law. Refika Aditama. Bandung.

Miqat, Nurul and Farida Patittingi. 2018. *The Rights of Land in Marriage Agreement of Miscenegation By Subsequent the Constitutional Court Decision Number 69 / PUU-XIII 2015 Based on The Customary Law Perspective*. Journal of Yustisia Vol. 7 No. 1 January – April 2018, p98-108.

Qian, Zhenchao and Daniel T. Lichter. 2011. *Changing Patterns of Interracial Marriage in a Multiracial Society*. Journal of Marriage and Family 73(5):1065-1084 · October 2011.DOI: 10.1111/j.1741-3737.2011.00866.x. Retrieved from: https://onlinelibrary.wiley.com/. Accessed: 8 Jan. 2019

Kartikasari, Rizka Gita. 2017. *Communication Pattern of Mixed Marriage*. Faculty of Communication and Informatics Muhammadiyah Surakarta University. Retrieved from: Http://Eprints.Ums.Ac.Id/56787/3/Naskah%20publikasi.Pdf. Accessed: 5 January 2019.

Moran, Rachel F. 2003. Interracial Intimacy: The Regulation of Race and Romance. University of Chicago Press, 2003

Potarca, Gina and Laura Bernardi. 2018. *Mixed marriages in Switzerland: A test of the segmented assimilation hypothesis.* Demographic Research. Volume 38, Article 48, Pages 1457-1494, 24 April 2018 http://www.demographic-research.org/Volumes/Vol38/48/ DOI:10.4054 /DemRes.2018.38.48. Accessed: 7 Jan 2019.

Santelli, Emmanuelle and Beate Collet. 2012. *The choice of mixed marriage among the second generation in France: a lifetime approach*. Papers 2012, 97/1 93-112. Retrieved from: https://core.ac.uk/download/ pdf/39001346.pdf. Accessed: 8 Jan. 2019.

Sasmiar. 2011. *Mixed Marriages and Legal Consequences*. Journal *Ilmu Hukum* Vol. 2 No. 2 2011. Retrieved from: https://online-journal.unja.ac.id/ index.php/jih/article/view/64.

Tholabi, Ahmad. 2013. Indonesian Family Law. Sinar Grafika. Jakarta

Titik Triwulan Tutik. 2010. Civil Law in the National Legal System. Kencana. Jakarta.

Wijaya, Asep. 2018. *Here's What Happening with the Child Born Out of Wedlock in Indonesia.* Retrieved from: http://www.divorcelawyer.id/ blog/item/87-here-s-what-happening-with-the-child-born-out-of-wedlock-in-indonesia. Accessed at: 6 January 2019.

Legal Document

International Covenant on Civil and Political Rights

Law No. 5 of 1960, concerning Basic Agrarian Principles

Law No. 1 of 1975, concerning Marriage

Law No. 12 of 2006, concerning Citizenship of the Republic of Indonesia

The Constitutional Court of Republic of Indonesia Decision No.69/PUU-XIII/2015.

Law Number 2 Year 2014 concerning Amendment to Law Number 30 of 2004 concerning Notary.

Government Regulation No. 103 of 2015 concerning Home Ownership Residential or Occupancy by People Foreigners domiciled in Indonesia (PP 103/2015), on December 22, 2015.