

Trends in OJK SLIK Audits and Their Relevance to Prenuptial Agreements from a Family Law Perspective

* Risma Dwi Cahya¹, Erina Pane², Dharmayani³

^{1,2,3} Universitas Islam Negeri Raden Intan Lampung, Indonesia

*cayhaarisma@gmail.com

Received: 11-11-2025

Revised: 10-12-2025

Accepted: 31-12-2025

Abstract

This study addresses the growing problem of marital conflict and divorce triggered by financial issues, particularly undisclosed debts and the lack of financial transparency prior to marriage. The research aims to analyze the urgency and relevance of premarital examinations of the Financial Information Service System (*SLIK OJK*) in relation to prenuptial agreements from the perspective of Islamic family law. Employing a qualitative phenomenological approach grounded in the framework of *ahwāl al-syakhsyiyah* and *maqāṣid al-syarī'ah*, the study examines how *SLIK OJK* functions as a preventive instrument for managing financial risk, protecting property (*hiḥẓ al-māl*), and preventing harm (*dar' al-mafāsīd*) within marriage. The findings indicate that premarital *SLIK OJK* examinations provide an objective basis for drafting prenuptial agreements, particularly in regulating the separation of assets and debts, enhancing mutual trust, mitigating bankruptcy risks, and reducing potential financial disputes after marriage. From an Islamic legal perspective, this emerging practice is considered normatively legitimate as it promotes family welfare (*maṣlahah al-usrah*) and aligns with the objectives of Islamic law. Therefore, this study recommends the formulation of clearer legal and ethical guidelines to govern the use of *SLIK OJK* information in premarital contexts, ensuring legal certainty, data protection, and harmonious marital relations.

Keywords: Prenuptial Agreement, Slik Ojk, Islamic Family Law, Financial Transparency, Maqāṣid.



© 2025 Risma Dwi Cahya, Erina Pane, Dharmayani

This work is licensed under a Creative Commons Attribution-ShareAlike 4.0 International License.

INTRODUCTION

Islam is a universal religion (*syumûl*), present as a religion that can resolve various problems that arise in life, encompassing all aspects of life. There is no problem that Islam cannot explain, and there is no problem that Islam cannot address (Djamil 1999). This universal perfection of Islam is also explained by Allah *Swi* in His verse, which reads:

أَلْيَوْمَ أَكْمَلْتُ لَكُمْ دِينَكُمْ وَأَتْمَمْتُ عَلَيْكُمْ نِعْمَتِي وَرَضِيتُ لَكُمُ الْإِسْلَامَ دِينًا ۗ ۝٣

“On this day I have perfected your religion for you, I have completed My blessings for you, and I have approved Islam as your religion. So, whoever is forced because he is hungry, not because he wants to sin, surely Allah is Forgiving, Most Merciful...” (Q.S. Al-Ma'idah (5): 3).

Islam distinguishes between acts of worship and muamalah (social interactions). For matters of worship, Islam regulates in detail the procedures, requirements, and other provisions. In contrast, for muamalah (social interactions), Islam only regulates the basic principles. Therefore, acts of worship are fixed legal products and cannot be changed for any reason. Unlike social interactions, which can be adapted to the needs and developments of the times. If

social interactions were treated the same way as acts of worship, Islam would be left behind, unable to keep pace with developments and answer life's questions (Izomiddin 2023).

It is commonly known that Islamic legal issues emerging today differ from those that arose in the past. These differences can be in the legal material or the legal context. In the development of Islamic jurisprudence, new issues never before discussed in classical Islamic jurisprudence are called *fiqh al-nawazil*. These differences are caused by factors such as the distance from the place of origin and its development. Furthermore, factors such as the time (era) separate from the period of classical Islamic jurisprudence, or conditions and formats that are new and lack previous implementation guidelines (Juliansyahzen 2017).

One of the religious activities regulated by Islam is marriage. When discussing marriage, we must consider two perspectives. On the one hand, marriage is recommended and even a religious commandment, explicitly stated in the Quran and Hadith. On the other hand, marriage is a way to fulfill biological needs, inherent in human nature, created with reason and desires. Like other needs in life, biological needs must be met. Islam also stipulates that the only way to fulfill these biological needs is through marriage (Haikal 1993).

Marriage according to Islamic law is marriage, namely a very strong contract or (*mîshâq ghalîz*) to obey Allah's commands and doing it is an act of worship (Anon 1991). Article 1 of the Marriage Law Number 1 of 1974 explains that marriage is a physical and spiritual bond between a man and a woman as husband and wife with the aim of forming a happy and eternal family (household) based on the One Almighty God (Anon 1991).

Based on the two definitions above, it can be concluded that marriage is not merely an agreement between two individuals, but rather an agreement between God's creatures and their creator, when two hands are extended between the marriage guardian and the groom. Furthermore, marriage is a serious agreement, involving the acceptance of the marriage contract (*ijab kabul*), which signifies the transfer of responsibility from the parents to the husband, with the consent of the groom (Prodjodikoro 1991).

Therefore, to undertake this sacred process, thorough preparation and readiness are essential, including sincerity and purity of intention, improving one's morals, and, no less importantly, physical, mental, and financial preparation. Financial readiness is also crucial for couples planning to marry. Increasing daily needs require sufficient financial resources to sustain life. This financial sufficiency and readiness are explained in one of the sayings of the Prophet Muhammad (peace be upon him):

يَا مَعْشَرَ الشَّبَابِ، مَنْ اسْتَطَاعَ مِنْكُمْ الْبَاءَةَ فَلْيَتَزَوَّجْ، فَإِنَّهُ أَعَصَّ لِلْبَصْرِ وَأَحْصَنُ لِلْفَرْجِ، وَمَنْ لَمْ يَسْتَطِعْ فَعَلَيْهِ بِالصَّوْمِ، فَإِنَّهُ لَهُ وِجَاءٌ

“O young men, whoever among you can afford to get married, let him get married. It is more effective in lowering the gaze and guarding one's chastity. And whoever cannot afford to get married should fast, for fasting suppresses one's desires (as a shield).”

From the above hadith, it is understood that financial readiness is a prerequisite for the recommendation and commandment of marriage. Furthermore, financial problems are one of the causes of the high divorce rate, especially in Indonesia. Therefore, to achieve the goal of marriage, it is important to choose a partner who aligns with one's vision and mission. In Indonesia, there is a term called the “bibit bebet bobot” method, which people use to choose a

partner who meets ideal criteria for marriage. This term can be used as a basis for selecting a partner, ensuring family harmony. Islamic law itself also regulates the selection of a life partner, including the term “*kafâ'ah*”, which means “harmonious” or “equivalent”, in this case, the couple's social and economic status (Putri, Soleh, and Hakim 2025).

In married life, economic factors are indeed crucial for creating a harmonious, loving, and compassionate family. However, it cannot be denied that this remains the authority of Allah, the Provider of Rizqi. In Islam, wealth and poverty are closely related to marriage. However, money is generally a cause of family strife. Too little money almost always leads to marital crises. Too much money can also lead to physical and non-physical problems, including insomnia, heart disease, high blood pressure, and various other ailments (Badruddin 2017).

Economic stability is one of the pillars of a harmonious family. A family's financial condition can be considered stable if there is a balance between income and expenses. Many cases of failure to create a harmonious family, and even fractures and disintegration, occur in unstable economic circumstances. This economic situation often affects a person's level of faith (Badruddin 2017).

This article is grounded in empirical problems that have increasingly emerged in social practice, namely the rising incidence of marital conflict and divorce driven by financial issues, particularly undisclosed debts and the lack of financial transparency prior to marriage. In many cases, prospective spouses enter into marriage without adequate understanding of each other's credit status and financial obligations, which subsequently generates legal, economic, and psychological risks after the marriage has commenced. The growing trend of premarital examinations through the Financial Information Service System (*SLIK OJK*) reflects societal demand for preventive mechanisms to mitigate such risks; however, it simultaneously raises normative and juridical concerns regarding ethical boundaries, personal data protection, and the legitimacy of this practice within the framework of Islamic family law. This study identifies a discernible gap between evolving social practices and the existing legal framework governing marriage, particularly in relation to the utilization of financial information as a foundation for prenuptial agreements. Therefore, this research carries significant implications in providing a conceptual and normative basis to reconcile the practical need for financial transparency with the principles of Islamic law and positive law, ensuring that premarital *SLIK OJK* examinations are not merely pragmatic in nature but are also supported by legal certainty and ethical legitimacy.

The issue of readiness, preparation, and financial health is one of the challenges of marriage in the digital era, especially with the increasing trend of pre-marital checks through the Financial Information Services System (*SLIK OJK*) as a way to assess the financial condition of both partners. This is crucial for understanding each other's credit status and financial health before making major decisions about marriage. By conducting these checks, prospective couples can identify potential financial risks and prevent future problems. This trend aims to avoid unknown debts that can lead to ongoing disputes. Furthermore, it is intended to assess the honesty, character, and sense of responsibility of both partners regarding their respective debts.

To avoid unwanted things after marriage, such as those explained above, both parties can make a prenuptial agreement (*'aqd al-ta'liq/prenuptial agreement*). This agreement serves as a

written agreement between the prospective groom and bride before they marry. A prenuptial agreement under Islamic law aims to regulate the rights and obligations of both parties in their marriage, including financial matters, inheritance rights, and other rights. A prenuptial agreement must be made by the voluntary agreement of both parties to the marriage. There must be no element of coercion or pressure in making this agreement. A prenuptial agreement must be drafted with transparency and fairness for both parties. The rights and obligations of each partner must be recognized and respected in this agreement. The contents of a prenuptial agreement under Islamic law include the dowry (*mahr*), or bride price, to be given by the groom to the bride as part of this agreement. The dowry is the full right of the bride and must be given to her. An agreement under Islamic law can also regulate the inheritance rights of each partner and provisions regarding the distribution of assets if the marriage ends due to divorce or death. This agreement serves as a written agreement between the prospective groom and bride before they marry. A prenuptial agreement under Islamic law aims to regulate the rights and obligations of both parties in their marriage, including financial matters, inheritance rights, and other rights. A prenuptial agreement must be made by the voluntary agreement of both parties to the marriage. There must be no element of coercion or pressure in making this agreement. A prenuptial agreement must be drafted with transparency and fairness for both parties. The rights and obligations of each partner must be recognized and respected in this agreement. The contents of a prenuptial agreement under Islamic law include the dowry (*mahr*), or bride price, to be given by the groom to the bride as part of this agreement. The dowry is the full right of the bride and must be given to her. An agreement under Islamic law can also regulate the inheritance rights of each partner and provisions regarding the distribution of assets if the marriage ends due to divorce or death (Basir 2022).

Based on the descriptions above, the author will discuss and analyze these issues in an article related to this trend. This article also aims to educate the bride and groom regarding matters concerning their rights and obligations, both before and after marriage. After all, marriage is a lifelong journey (Yunos 2024).

Based on the background outlined, the following problem formulation can be drawn: 1). What is the urgency for prospective couples and its relevance to prenuptial agreements? 2). How does Islamic family law view the trend of premarital OJK SLIK examinations?

RESEARCH METHODS

This study employs a qualitative research design with a phenomenological approach to examine the social phenomenon of premarital SLIK OJK examinations and their relevance to prenuptial agreements within the framework of Islamic family law (*ahwāl al-syakhsiyyah*). A qualitative approach is adopted to enable an in-depth analysis of social practices, perceptions, and normative considerations underlying the use of financial information prior to marriage, particularly in relation to financial transparency, debt risk, and marital preparedness issues that cannot be adequately captured through quantitative measurement.

The object of this research focuses on the practice of utilizing SLIK OJK data in the context of premarital decision-making, especially as a reference for drafting prenuptial agreements. Rather than being confined to a specific geographical location, the study examines this phenomenon within the broader Indonesian socio-legal context, considering that SLIK OJK operates as a nationally regulated financial information system and its use in premarital contexts

has emerged across various regions. The research was conducted over a defined period corresponding to the stages of data collection, analysis, and interpretation, adjusted to the availability and relevance of empirical and normative data.

Data sources consist of primary and secondary materials. Primary data were obtained through systematic observation of social practices and public discourse related to premarital SLIK OJK examinations, including how such practices are perceived and utilized by prospective spouses in relation to prenuptial agreements. Observations were conducted both directly and indirectly by examining procedural mechanisms, institutional narratives, and socio-legal practices surrounding SLIK OJK. This method was employed to capture the empirical context and practical realities underlying the emergence of the studied phenomenon.

Secondary data were collected through documentary analysis, encompassing statutory regulations on marriage and financial governance, judicial decisions concerning prenuptial agreements, official SLIK OJK policy documents, scholarly works on Islamic family law, and relevant prior studies. These documents were selected due to their normative significance and analytical relevance in elucidating the legal framework governing the intersection between financial information and marital agreements.

Data analysis was conducted using an inductive-comparative analytical technique. The analysis proceeded through data reduction to identify core issues, systematic data organization, and analytical interpretation by comparing empirical practices with normative principles of *ahwāl al-syakhsiyyah*. Through this approach, the study seeks to generate a comprehensive understanding of the legal legitimacy, normative boundaries, and socio-legal implications of premarital SLIK OJK examinations within both Islamic law and positive law frameworks.

RESULTS AND DISCUSSION

Empirical Findings on Premarital *SLIK OJK* Examinations and Their Relevance to Prenuptial Agreements

The empirical findings of the study indicate that checking the OJK SLIK prior to marriage has evolved into a social practice that is increasingly accepted by prospective couples as a preventive measure for managing household financial risks. This practice is driven by real-world experiences in which marital conflicts and divorces are often triggered by hidden debts and unclear financial obligations that only come to light after the marriage has taken place. The research data show that OJK SLIK is utilized to assess the credit status and debt history of prospective spouses as a basis for fostering transparency and trust from the premarital stage.

Furthermore, the empirical findings reveal a direct correlation between premarital OJK SLIK checks and the drafting of prenuptial agreements, particularly with regard to the regulation of asset separation and debt responsibility. Financial information obtained through OJK SLIK serves as an objective foundation for formulating contractual clauses, thereby minimizing the potential for financial disputes in the future. Nevertheless, the study also uncovers a regulatory gap, as there is no specific legal framework governing this practice, highlighting the importance of establishing a normative framework capable of bridging emerging social practices with the principles of marriage law and Islamic family law.

Table of Research Findings

No.	Dimension of Findings	Empirical Data / Observed Phenomena	Analytical Interpretation
-----	-----------------------	-------------------------------------	---------------------------

1.	Socio-Financial Background	The study identifies an increasing awareness among prospective spouses regarding the importance of financial conditions prior to marriage, driven by recurrent marital conflicts and divorce cases caused by undisclosed debts.	Premarital <i>SLIK OJK</i> examinations have emerged as a social response to financial problems that often become apparent only after marriage has taken place.
2.	Forms of <i>SLIK OJK</i> Utilization	<i>SLIK OJK</i> is used to assess credit status, loan history, and debt collectability levels of prospective spouses prior to marriage.	<i>SLIK OJK</i> functions as a preventive mechanism to identify financial risks and to promote transparency between prospective marital partners.
3.	Linkage with Prenuptial Agreements	Financial information derived from <i>SLIK OJK</i> is used as a reference in formulating prenuptial agreement clauses, particularly those regulating the separation of debts and assets.	Objective financial data strengthens the role of prenuptial agreements as legal instruments for protecting parties from future financial liabilities within marriage.
4.	Legal and Social Implications	The practice of premarital <i>SLIK OJK</i> examinations has not yet been explicitly regulated within existing marriage law frameworks, raising concerns related to ethics and personal data protection.	This finding indicates a regulatory gap between evolving social practices and the prevailing positive law governing marriage.
5.	Islamic Family Law Perspective	Premarital <i>SLIK OJK</i> examinations are not considered contrary to Islamic law, provided that they are aimed at public benefit (<i>maṣlahah</i>) and the prevention of harm (<i>dar' al-mafāsid</i>).	The practice aligns with key principles of <i>ahwāl al-syakhsyiyah</i> , particularly the protection of property (<i>hifz al-māl</i>).

The findings summarized in the table demonstrate that premarital *SLIK OJK* examinations represent a socially driven practice arising from tangible financial problems experienced by married couples, particularly those related to undisclosed debt obligations. The study reveals that *SLIK OJK* has undergone a functional expansion beyond its conventional role as a banking administrative instrument, increasingly serving as a tool for assessing financial readiness prior to marriage. Empirical evidence indicates that *SLIK OJK* data are frequently utilized as a foundational reference in drafting prenuptial agreements, especially to regulate the separation of assets and liabilities in order to prevent post-marital financial disputes.

Nevertheless, the findings also highlight the absence of specific legal regulations governing the use of *SLIK OJK* examinations in premarital contexts, thereby generating normative concerns related to ethical boundaries and personal data protection. From the perspective of Islamic family law, the practice is deemed to possess normative legitimacy insofar as it is oriented toward transparency, fairness, and the prevention of harm, without violating principles of justice and human dignity. Accordingly, the findings underscore the

necessity of integrating social practice, prenuptial agreements, and both Islamic legal principles and positive law to ensure legal certainty and ethical legitimacy.

General Provisions of Prenuptial Agreements

Positive Law Review

In the Civil Code, the marriage agreement is stipulated in Articles 139 to 154. In general, the Civil Code defines the marriage agreement not far from several definitions put forward by experts, where a marriage agreement is an agreement from each partner to regulate the consequences of marriage and the wealth of the prospective partner (Soemiyati 1974).

When drafting a prenuptial agreement, the requirements set out in Article 139 of the Civil Code must be met, namely that the agreement must contain the principle of freedom of contract. By adhering to this principle, the prospective husband and wife are free to determine the contents of the prenuptial agreement they make. However, this freedom is limited by several prohibitions that the prospective husband and wife must pay attention to when drafting the prenuptial agreement (Kenedi 2018).

A marriage agreement can be said to be valid and has legal force if it fulfills several elements as follows (Anwar n.d.):

1. Based on mutual agreement, enter into a marriage agreement

Prospective husbands and wives who will make a marriage agreement must base it on mutual agreement. An agreement in which there is a defect of will in the form of coercion (*dwang*), fraud (*bedrog*) dan mistake (*dwaling*) Even though it has been legally born, the agreement made by the parties can be cancelled (*vernietigbaar*) so that it loses its validity.

2. Husband and wife are capable of making agreements

A marriage contract must be made by a husband and wife who are legally competent to act because they will legally bear the burden of the contract. Article 1330 of the Civil Code states that persons who are not competent to make a contract, are:

- a. People who are not yet adults
- b. Those who are placed under guardianship.
- c. Women, in cases stipulated by law, and in general all persons with whom the law has prohibited the making of certain agreements.

For a marriage contract to be considered valid, it must avoid the elements listed in Article 1330 of the Civil Code above. However, specifically in the creation of marriage contracts, the law provides the possibility for those who have not reached the age of majority to enter into agreements, with the provisions as stated in Article 151 of the Civil Code.:

- a. The person concerned has fulfilled the requirements to enter into marriage.
- b. Assisted by those whose permission is required to conduct the marriage.
- c. If the marriage takes place with the judge's permission, then the marriage agreement plan (the concept) must receive court approval.
- d. The object of the agreement is clear.

The subject of this agreement concerns the contents of the marriage contract, such as the mixing of personal property or the separation of joint property, and so on. The subject of a marriage contract can also include items that will be acquired in the future. For

example, an agreement concerning the separation of joint property, even though the assets have not yet been realized at the time of the agreement and will only be realized during the marriage (Pratama et al. 2024).

a. Does not conflict with law, religion and morality

The contents of the marriage agreement must not conflict with the law, for example if joint property is used to capitalize on a gambling business, nor may it conflict with religion, for example an agreement to unite two brothers.

b. Stated in writing and legalized

Marriage Registrar (PPN) This requirement is more accurately described as an administrative requirement. Prior to the enactment of the Marriage Law (UUP), according to the Civil Code, if a prospective husband and wife intended to enter into a marriage agreement, it had to be set forth in a deed notarized by a notary. After the enactment of the UUP, the marriage agreement can be recorded and notarized by a Marriage Registrar or a notary. If it is not recorded and notarized by a Marriage Registrar or a notary, the marriage agreement has no legal force.

Article 147 of the Civil Code expressly stipulates that a marriage agreement must be drawn up by a notarial deed under the threat of nullity. This is intended to ensure that the marriage agreement is set forth in an authentic deed, as it has far-reaching consequences and can involve substantial financial interests. Article 147 of the Civil Code also states that the marriage agreement must be made before the marriage takes place. Once the marriage takes place, the marriage agreement cannot be changed in any way (Safira and Salam 2022).

The Civil Code (KUHPperdata) explains the requirements for a valid agreement, as outlined in the literature review. Therefore, a prenuptial agreement must meet the four stated requirements for it to be legally valid. Currently, many people enter into prenuptial agreements not only focusing on their assets but also on the care and support they will receive from their partners, including starting the marriage with openness and honesty, the opportunity to express their desires, and matters related to finances (Pratitis and Rehulina 2023).

Article 139 of the Civil Code states that prospective husbands and wives may deviate from statutory provisions regarding joint property, provided that such provisions do not conflict with good morals or public order and are adhered to.

Then, referring to Article 140 of the Civil Code, it states:

“The agreement may not diminish the rights derived from the husband's authority as husband and as father, nor the rights granted by law to the longest surviving spouse. Likewise, the agreement may not diminish the rights reserved for the husband as head of the marital union; however, this does not diminish the wife's authority to stipulate for herself the management of personal assets, both movable and immovable, in addition to the free enjoyment of her personal income. They also have the right to enter into an agreement that, despite the existence of joint assets, immovable property, registration documents in the ledger of state loans, other securities, and receivables acquired in the wife's name, or which during the marriage and the wife fall within the joint assets, may not be transferred or encumbered by the husband without the wife's consent”.

In addition to the conditions for a valid marriage agreement, the Civil Code has also determined in detail several provisions that may not be used as conditions in a marriage agreement, namely in Articles 139-142 of the Civil Code, which include (AğÇÖyun and Hidayatullah 2023):

1. Must not be contrary to morality or public order (Article 139 of the Civil Code).
2. It may not contain conditions that eliminate the husband's status as head of the family, and also provisions that contain a promise that the wife will live separately in her own residence and not follow the husband's residence (Article 140 of the Civil Code).
3. They must not contain agreements that break away from the provisions of the law regarding inheritance for their descendants, nor must they regulate their descendants' inheritance themselves. It cannot be agreed that one of the parties will be required to bear debts greater than the profits obtained from joint assets. (Article 141 of the Civil Code).
4. They may not make agreements that are in the form of general sentences, that their marriage will be regulated by law.

The validity of prenuptial agreements in Marriage Law No. 1 of 1974 is regulated in Chapter V and Article 29 which consists of 4 paragraphs, namely:

1. At or before the marriage takes place, both parties, by mutual agreement, can enter into a written agreement ratified by the Marriage Registrar, after which the contents also apply to third parties as long as the third party is involved.
2. The agreement cannot be validated if it violates the boundaries of law, religion and morality.
3. The agreement comes into effect from the time the marriage takes place.
4. During the marriage, the agreement cannot be changed, unless both parties agree to change it and the change does not bind third parties.

According to Article 10 paragraph (2) of Law Number 1 of 1974, a prenuptial agreement cannot be validated if it violates legal, religious, and moral boundaries. This validation is carried out by a Marriage Registrar, as stipulated in Article 29 paragraph (1) of the law. Therefore, the marriage agreement must not violate legal, religious, or moral boundaries. Therefore, a marriage agreement is valid when it has been registered with the District Court Clerk's Office and the existence of the marriage agreement is recorded in the marriage certificate by a Civil Registry Officer (AğÇÖyun and Hidayatullah 2023).

The provisions of Article 29 paragraph (1) of Law Number 1 of 1974 also stipulate that:

“The marriage agreement applies to third parties after being ratified by the marriage registrar.”

Based on the provisions above, it is necessary to make an exception that this marriage agreement cannot be directly validated by the marriage registrar. However, if the marriage agreement made by the prospective husband and wife violates the boundaries of law, religion, and morality, then the Marriage Registrar has the authority to refuse to validate the marriage agreement made by the prospective husband and wife. The legal boundaries referred to above refer to legal provisions that are mandatory, not a recommendation or permission. Likewise, religious boundaries mean that provisions in the form of prohibitions from the religion of the prospective husband and wife must also not be violated. For the element of morality, it is necessary to pay attention to many things that grow in society, especially related to family and

marriage. When the contents of the agreement are inappropriate and violate morality in society, then the agreement cannot be validated (Dwiputra 2022).

Islamic Law Review

The Validity of Pre-Marital Agreements Reviewed from the Compilation of Islamic Law Presidential Instruction Number 1 of 1974 concerning the Compilation of Islamic Law (KHI) Article 47 states that (Ministry of Religion of the Republic of Indonesia, 2001): “*At the time or before the marriage takes place, the two prospective brides and grooms can make a written agreement that is approved by the Marriage Registrar regarding the position of assets in the marriage:*

1. The agreement referred to in paragraph (1) may include the mixing of personal assets and the separation of each other's livelihood assets as long as this does not conflict with Islamic law.
2. In addition to the provisions in paragraphs (1) and (2) above, the contents of the agreement may also stipulate their respective authorities to enter into mortgage bonds on personal and joint assets or company assets.

This article clearly contradicts Article 29 of Law No. 1 of 1974 which states that what is meant by an agreement in this article does not include “*ta'lik talak*”. And it can be in the form of another agreement that does not conflict with Islamic law. The prenuptial agreement described in Article 29 of Law No. 1 of 1974 has been amended, or at least implemented, so that *ta'lik talak* is included as one of the marriage agreements in the Compilation of Islamic Law, as explained in Article 46 of the Compilation of Islamic Law, namely: (Nelly, 2018):

1. The contents of the *ta'lik talak* must not conflict with Islamic law.
2. If the conditions required in *ta'lik talak* actually occur later, divorce does not automatically result. In order for divorce to actually occur, the wife must submit the matter to the Religious Court.
3. The *ta'lik talak* agreement is not an agreement that must be entered into at every marriage, but once the *ta'lik talak* agreement has been agreed it cannot be revoked.

According to Hazairin, paragraph 3 of the Compilation of Islamic Law (KHI) contradicts Article 29 paragraph 4 of Law No. 1 of 1974, which states that during the marriage, the agreement cannot be changed without the consent of both parties and without prejudice to a third party. Therefore, the explanation is attached to the marriage certificate, a copy of the marriage certificate signed by the husband. Therefore, the *ta'lik talak* agreement cannot be revoked. It is understandable that before the marriage ceremony, the registrar must conduct research into the prenuptial agreement made by the prospective bride and groom, both in terms of its content and the technical details of how it was mutually agreed upon. As long as the agreement is in the form of a *ta'lik talak*, the Minister of Religious Affairs has regulated it (Azkia 2023).

Technically, the prenuptial agreement in the KHI refers to the form of a prenuptial agreement regulated in Article 45 of the KHI, which reads:

“*The two prospective brides and grooms can enter into a marriage agreement in the form of:*

1. Ta'lik talak;
2. Other agreements that do not conflict with Islamic law.

A prenuptial agreement can also be entered into by both parties regarding joint property and other matters, as long as they do not conflict with Islamic law. Prenuptial agreements concerning joint property and matters acquired during the marriage are explained in Article 47 of the Compilation of Islamic Law (KHI):

1. At or before the marriage takes place, the bride and groom can make a written agreement validated by the marriage registrar regarding the position of assets in the marriage.
2. The agreement referred to in paragraph 1 may include the mixing of personal assets and the separation of each other's livelihood assets as long as this does not conflict with Islam.
3. In addition to the provisions in paragraphs 1 and 2 above, the contents of the agreement may also stipulate their respective authorities to make mortgage decisions on personal or joint assets or company assets.

Thus, it can be concluded that a prenuptial agreement according to the Compilation of Islamic Law (KHI) is not only limited to assets acquired during the marriage, but also includes assets brought by each husband and wife. Meanwhile, what is meant by a prenuptial agreement regarding joint assets is a written agreement authorized by a marriage registrar. This agreement is made by the prospective husband and wife to unite or separate their personal assets during the marriage, depending on what is agreed upon by the parties making the agreement. The contents of this agreement also apply to third parties as long as they are involved. A prenuptial agreement made between the prospective husband and wife regarding the separation of joint assets or company assets may not eliminate the husband's obligation to continue to meet household needs. If after the agreement is made it does not fulfill the provisions of the husband's obligation to meet household needs, according to Article 48 paragraph 2 of the Compilation of Islamic Law "If a marriage agreement is made that does not fulfill the provisions referred to in paragraph 1, it is deemed that there is still a separation of joint assets or company assets with the husband's obligation to bear the costs of household needs."

It is considered that there is still a separation of joint assets or company assets with the husband's obligation to continue to bear the costs of household needs. Entering into a written agreement that is legalized by a marriage registrar after which the contents also apply to third parties as long as the third party is involved, then the validity of the prenuptial agreement is sufficient before the marriage registrar. The difference in Chapter VII of the Civil Code with Law No. 1 of 1974 Article 29 lies in the validity and binding power of the third party. Against third parties as explained in Article 152 Chapter VII of the Civil Code regarding prenuptial agreements that do not apply to third parties before being registered at the clerk of the District Court in the jurisdiction where the marriage took place or if the marriage took place abroad then at the clerk where the marriage certificate was recorded. Therefore, in order for the agreement to be considered valid in law, it must be made by a notary deed first and then legalized by a marriage registrar. A prenuptial agreement cannot be interpreted as a means of proof, if the agreement is made after the marriage has taken place in the event that between the husband and wife there is an acknowledgment of the existence of a marriage agreement, then it cannot be accepted.

The analysis of the research findings in this article demonstrates that the practice of premarital *SLIK OJK* examinations bears a strong normative relevance to the principles of *maqāṣid al-syarī'ah*, particularly with respect to the protection of property (*ḥifẓ al-māl*).

Financial information obtained through *SLIK OJK* enables prospective spouses to objectively assess existing debts, credit obligations, and potential financial risks prior to marriage. Within the framework of Islamic family law, this practice aligns with the objective of safeguarding property from future loss and dispute. The use of *SLIK OJK* data as a basis for drafting prenuptial agreements especially those regulating the separation of assets and liabilities reinforces the preventive function of law in protecting each party's economic rights, without undermining the husband's obligation to provide maintenance or the broader responsibilities inherent in marital life under Islamic law.

Furthermore, premarital *SLIK OJK* examinations reflect the application of the principle of harm prevention (*dar' al-mafāsīd*). The empirical findings indicate that a significant proportion of marital conflict and divorce cases stem from financial problems that were not disclosed at the outset of marriage, such as hidden debts or unmanaged credit obligations. In this regard, *SLIK OJK* functions as a risk-mitigation instrument aimed at preventing greater harm after marriage has commenced. From a *maqāṣid al-syarī'ah* perspective, preventing potential social and familial harm takes precedence over resolving disputes after such harm has materialized, provided that the practice is conducted proportionately, ethically, and in a manner that respects individual dignity and privacy.

More broadly, the integration of premarital *SLIK OJK* examinations with prenuptial agreements, as identified in this study, contributes to the realization of family welfare (*maṣlahah al-usrah*). Financial transparency at the premarital stage encourages the formation of marital relationships grounded in honesty, responsibility, and equitable agreement between spouses. Within the domain of Islamic family law (*ahwāl al-syakhsīyyah*), family welfare is not measured solely by the continuity of the marital bond, but also by the attainment of tranquillity (*sakinah*), justice, and economic stability within the household. Accordingly, the findings of this study affirm that premarital *SLIK OJK* examinations when positioned as a supporting mechanism for prenuptial agreements and implemented within the boundaries of Islamic legal principles may be regarded as a contemporary manifestation of *maqāṣid al-syarī'ah* in responding to modern challenges of marriage.

Purpose of a Prenuptial Agreement

A prenuptial agreement is essentially created for the legal protection of each spouse's personal assets, namely the assets of the prospective husband or the prospective wife. According to Law Number 1 of 1974, there are two types of marital assets: joint assets and acquired assets. Joint assets refer to assets acquired during the marriage. The origin of these assets is irrelevant, whether they were acquired by the husband or the wife; all assets are jointly owned by the husband and wife. Congenital assets refer to assets each spouse brings into the marriage, whether acquired as a gift or inheritance (Ndraha et al. 2025).

As discussed previously, the existence of this prenuptial agreement relates to the assets each party brings to bear, allowing for a clear distinction between the husband's and the wife's assets. This ensures that the assets are under the control of each party, and each husband and wife can use them as they see fit. When a marriage ends in divorce, one of the most frequently disputed issues concerns the division of assets between husband and wife, regardless of who acquired the assets or who earned the most. Furthermore, the role of a prenuptial agreement is to address issues related to assets (Maharani 2025).

Basically the concept of an ideal husband and wife relationship according to Islam is the concept of equal partnership or relations, the moral ideal content of this verse is in principle the position of men and women are equal, and their social position is the same. It is only in the field of sex such a distinction occurs and not in the area of gender (Djamil 1999).

By creating a prenuptial agreement, the husband and wife will feel secure in running their marriage. A prenuptial agreement is created to clarify the following:

1. Assets: Because a husband and wife already have their own assets before marriage, they do not want to combine these assets, so this will be outlined in a prenuptial agreement.
2. Debts: In addition to assets, debts are also brought into the marriage, so these debts must be separated to avoid confusion when collecting debts.
3. Rights of husband and wife.
4. Obligations of husband and wife.
5. Responsibilities of each party. The purposes of a prenuptial agreement are:
 - a. To impose restrictions or even eliminate joint property in accordance with Article 139 of the Civil Code;
 - b. To limit the husband's authority over jointly owned property. If the husband gains control of the property without the wife's consent, he cannot take any action of a discontinuing nature (to prevent the husband from acting arbitrarily). Regarding this, please refer to Article 140 of the Civil Code.

The benefits of a prenuptial agreement are that it can regulate the resolution of problems that may arise during the marriage, including the following:

1. Regarding the separation of assets, there is no joint property agreement. The requirement is that it must be drawn up before marriage. If it is created after marriage, it is legally void and must be registered at the marriage registry. Once married, separate assets are no longer possible. Everything becomes joint property.
2. Perhaps, during a divorce proceeding, if you want to separate assets, you can create a property division agreement. Essentially, a prenuptial agreement can reach an agreement regarding the non-mixing of income and assets, both during the marriage and in the event of separation, divorce, or death.
3. Regarding the separation of debts, a prenuptial agreement can also regulate the debts that will remain the responsibility of the party incurring or incurring the debt. The debts in question include debts incurred before the marriage, during the marriage, after the divorce, and even death.
4. Responsibility for children born of the marriage. Especially regarding the children's living expenses and education, this must be regulated, with the extent of each parent's contribution being determined. The goal is to ensure the children's well-being.
5. Provides a sense of security and comfort. In building a household, each partner must be able to accept each other's strengths and weaknesses. Adaptation between husband and wife takes time because they have different backgrounds. If conflict arises, it must be resolved wisely, not by prioritizing ego and feeling superior or superior. This way, a harmonious and happy family can be achieved, with equality between husband and wife who care for and protect each other, resulting in peace and comfort for both parties (Susilo and Miswanto 2024).

Legal Consequences of *Prenuptial Agreements*

To guarantee the implementation of an agreement, the person or party bound by the agreement is required to do certain things if the agreement is not implemented. These certain things, in Article 1304 of the Civil Code, are referred to as legal threats, the purpose of which is to ensure that the agreement is fulfilled. In Article 51 of the Compilation of Islamic Law, violation of a prenuptial agreement can be used as a reason for a wife to request an annulment of marriage. This can be categorized as a punishment for a husband if he violates the prenuptial agreement, the threat of punishment is that the wife has the right to file for an annulment of marriage (Pinem, Adnyani, and Setianto 2022).

There are three elements regarding the implementation of punishment that can be given:

1. Provides a guarantee for the implementation of the agreement.
2. There must be a breach of contract for the penalty to apply.
3. The threatened penalty must be certain or definite.

However, this article applies only when the agreed-upon prenuptial agreement is registered by a notary and legally validated by a Marriage Registrar. Therefore, it can be used as grounds for filing for divorce.

The three elements mentioned above can be used to determine whether a violation of a prenuptial agreement can result in a penalty for the violator, namely annulment of the marriage.

The first element, provides a guarantee for the implementation of the agreement. According to Article 51 of the Compilation of Islamic Law, a violation of a prenuptial agreement gives the wife the right to request an annulment of the marriage. This right may or may not be exercised. Essentially, the wife's right to request an annulment of the marriage arises from the reason for the violation of the prenuptial agreement, not as a punishment or sanction for the husband who violates the agreement.

The second, element is that there must be a breach of contract for the penalty to apply. The penalty for the husband, in the form of the wife's right to request an annulment of the marriage, can only be imposed if there is a breach of contract (failure to fulfill the promise). This element of breach of contract must be present before an annulment can be filed.

The third, element is that the threatened penalty must be certain or definite. Article 51 of the Compilation of Islamic Law (KHI) clearly states this penalty, namely, that the wife has the right to request an annulment of the marriage or as grounds for divorce. There are no substitutionary or alternative provisions, such as the wife's right to file a material claim, etc.

One of the benefits of allowing marriage annulment is that it benefits those who are already married or are currently married. In a marriage, circumstances may arise that interfere with achieving the goals of marriage. If persisted in, this will result in greater harm, such as the breakdown of the marriage and the failure to achieve the goals of marriage.

In the context of this discussion, the harm of terminating a marriage that no longer achieves its goals is less severe than continuing it. Therefore, requesting annulment for violation of the prenuptial agreement is a legal provision in Article 51 of the Compilation of Islamic Law (KHI).

The provisions of Article 51 of the KHI do not conflict with Islamic law, as the benefits aim to achieve the most important objectives of the maqasid al-Shari'ah (Islamic principles). However, legal certainty must also be considered, as these provisions are outlined in applied

law that serves as a guide for legal experts and the community. In this regard, the provisions of Article 51 require further clarification.

The Phenomenon of the OJK Premarital SLIK Examination Trend

The Financial Services Authority's Financial Information Services System, commonly referred to as SLIK OJK, is a service provided and managed by the Financial Services Authority as a debtor information system aimed at supporting supervision and licensing in the financial services sector. SLIK OJK also functions as a credit assessor, assisting financial institutions in assessing the creditworthiness of prospective borrowers based on payment history, delinquent debts, and outstanding loans. These SLIK OJK functions will ultimately encourage discipline in the financial industry regarding credit management (Waruwu 2025).

The SLIK OJK service is designed to provide a solution for various institutions and even the public to identify problems or other obstacles individuals experience related to their finances. Financial problems are indeed sensitive issues that often ruin many plans, from personal to business plans, due to a lack of transparency about financial matters. Examples abound, such as choosing a potential spouse or business partner that instead of bringing happiness, can create new problems.

This can happen because they have financial problems, particularly delayed or delinquent installment payments. If not identified early, this can become a major problem and spread to many other areas. One of the best ways to prevent this is to first check the OJK's SLIK (Small Business Credit) system (Santika and Hazmi 2024).

Simply put, the OJK's SLIK is a record of financial history information that focuses more on the smoothness or slowness of credit payments. Banks and certain financial institutions typically use the OJK's SLIK to determine the qualifications of recipients of funds or loans.

Furthermore, it turns out that the OJK's SLIK can also be used to determine the financial condition of the interested party. For example, a currently popular trend is the OJK SLIK check for couples planning to marry, allowing them to check each other's credit status. This is to ensure there are no financial problems that could become a ticking time bomb and explode once the marriage is underway. This trend is growing as public awareness grows of the importance of a couple's financial health before marriage, which can impact the potential for marital failure due to debt issues.

There are several ways to check the OJK SLIK, both offline and online. For those who prefer to check online, here are the steps:

1. Click idebku.ojk.go.id via your browser.
2. Proceed by clicking "Registration."
3. Check service availability by filling in the fields provided.
4. Click the "Next" button provided.
5. Complete the registration process by filling in the requested data completely.
6. Complete the BI Checking process.
7. Upload your ID card (KTP) file.
8. Upload a photo of yourself as requested.
9. Wait for an email with your registration number.
10. Check the status of your BI Checking application.
11. Wait for the results.

Once the results are available, the credit status of the party in question can be determined. It ranges from a credit score of 1, indicating current credit, to a score of 5, indicating bad debt and warranting caution.

Checking the OJK's SLIK clearly has numerous benefits. These benefits can be tailored to each party's individual goals in understanding their financial condition and credit score. Here are some of the benefits and advantages:

1. Knowing whether your financial condition is healthy or not

By checking the OJK's SLIK, you can determine whether your financial condition is healthy or not. This financial information can be used as a basis for making any decision, from wedding preparations to choosing a suitable business partner.

2. Makes it Easier to Apply for Large Installments

There are often circumstances that require taking out large installments. Checking the OJK's SLIK can be a first step in determining whether or not you're eligible for these large installments. Large installments, such as mortgages or business loans, are a good example.

3. Ensure Data is Not Misused

In the era where PayLater has become a common practice, it's no secret that personal data is frequently misused. For anyone who wants to avoid this, checking the OJK's SLIK (Syariah Financial Services Authority) can be a preventative measure. This is to ensure that personal data is still secure and has not been misused by irresponsible parties.

With all the advantages and benefits it offers, checking the OJK's SLIK can be a first step in preventing various unwanted financial problems.

Islam has provided all its rules for its followers, including those that are obligatory, prohibitive, and encouraging, including those regarding choosing a life partner to build a family that is peaceful, loving, and compassionate. Of course, to realize these ideals, there are several key principles and other considerations that must be considered before entering into marriage. These key principles and other considerations were conveyed by the Prophet Muhammad (peace be upon him) in a saying:

تُنكح المرأة لأربع: لِمَالِهَا، وَلِحَسْبِهَا، وَلِحَمَالِهَا، وَوَلَدِهَا، فَاطْفَرُ بَدَاتِ الدِّينِ تَرَبَّتْ يَدَاكَ

A woman is married for four reasons: her wealth, her lineage, her beauty, and her religion; so, choose a woman who is religious, and you will be fortunate.

Based on the Hadith above, it can be understood that there are 3 important elements that need to be considered in choosing a partner, these elements will be explained in detail:

1. Main Principles

a. Religion and Piety:

Obedience and devotion to Allah are the most important criteria, as explained in the Al-Qur'an (QS. Al-Hujurat: 13) and the hadith of the Prophet Muhammad *Saw*. A pious couple will remind each other to draw closer to Allah.

b. Noble Morals:

Choosing a partner who has good morals, such as politeness, honor and respect, is highly recommended to create a harmonious and happy household.

2. Other Considerations

a. Descendants (Nasab):

Choose a partner who comes from a good and respectable family.

- b. Assets and Work:
Pay attention to your partner's ability to provide for and meet needs, but that doesn't mean they have to be rich.
 - c. Physical Beauty:
It becomes one of the considerations for both men and women, as it is important in creating a harmonious life.
 - d. Knowledge and Skills:
Having knowledge and skills is also an important consideration for building a family's future.
 - e. Fertility of reproductive organs:
Choose a partner who has fertile reproductive organs to continue the generation.
3. Things to Note
- a. Equality (Kafa'ah):
Looking for a partner who is equal and comparable in various aspects, especially faith and piety.
 - b. Avoid *Mahram*:
Ensure that the prospective partner is not a close relative who is forbidden to marry.
 - c. Prayer and Effort (*Iktiyar*):
Even though a marriage partner has been determined, Muslims are commanded to strive to find and meet the right partner through prayer and effort.

To address the problem formulation identified in the previous sub-topic, the author will outline the urgency for prospective couples and the relevance of prenuptial agreements, namely to increase transparency and manage future financial risks. To protect both parties from unexpected financial burdens, OJK SLIK information is useful for prenuptial agreements, particularly regarding the separation of debt and assets.

The urgency of the OJK SLIK examination for both prospective couples includes:

1. Financial transparency. By checking the OJK's SLIK, prospective partners will reveal their credit history, including the status, amount, and installment payments. From the beginning of a relationship, building trust and openness is crucial.
2. Preventing unexpected losses. Unexpected financial problems cause many marriages to end. This dangerous issue is a matter of concern in a household. Both prospective partners should not discover that their partner has debt. Using the OJK's SLIK can help prevent similar surprises.
3. Effect on joint loans. After marriage, one partner's debt can affect the other partner's ability to obtain loans, especially for large loans like mortgages. Banks will consider the credit histories of both individuals.
4. Protection against spouse's debts. If there is no separation of assets agreement, debts incurred or incurred by one spouse after marriage can be shared. An OJK SLIK audit helps identify potential risks.

5. Basic concepts for financial planning. To better manage family finances, both prospective spouses can use OJK SLIK data. Couples can make joint decisions about how to pay off debt, manage their budget, and achieve their financial goals.

The correlation between the OJK's SLIK audit and prenuptial agreements can be seen in terms of regulating the rights and obligations of spouses, including those related to finances. If a prenuptial agreement exists between the two parties, the husband and wife will have different ownership of assets and debts. The OJK's SLIK report can be a crucial source of data for drafting this agreement. This protects each party's assets from the risk of default on debt payments by either party. Current debt data is provided by SLIK, which can then be regulated in the agreement.

1. Premarital debt management. A prenuptial agreement can specifically stipulate that debts incurred by one spouse before marriage remain individual rather than joint.
2. Bankruptcy prevention. In extreme cases, if one spouse experiences serious financial problems and is threatened with bankruptcy, a separation of assets agreement can protect the other spouse's assets.
3. Clear financial obligations. A prenuptial agreement ensures that debts and assets held before marriage remain the property of each spouse. After marriage, assets and debts can be managed as joint or separate, depending on the agreement.

One proactive way to build a healthy and transparent financial relationship is to check the OJK's SLIK before marriage. This information provides a solid foundation for drafting a prenuptial agreement, particularly a separation of assets agreement, which protects both parties. This way, couples can begin their marriage with financial transparency and certainty, reducing the potential for future conflict (Syawalia 2025).

In reviewing Islamic family law regarding the trend of premarital OJK SLIK audits, the author will explain how to analyze a current or future trend that may have previously been unheard of. Looking back, this trend emerged approximately two years ago. The reason for this is the issue that, in order to apply for a job, every applicant is required to have a current OJK SLIK (Column One) criteria. Although not a mandatory requirement, companies often use it as a recruitment consideration. Therefore, any applicant with a poor OJK SLIK record, such as numerous arrears, can be disqualified, especially for positions requiring integrity and high financial responsibility. However, OJK SLIK history checks have become a trend for selecting partners, especially if they are already planning to marry (Uripah 2024).

Furthermore, whether this trend is in accordance with Islamic law or is it prohibited or even forbidden, to analyze a trend, there are several steps that need to be considered, these steps are (Widiastuti and Cakranegara 2022):

1. Identify relevant Islamic principles and assess whether the trend aligns with them.
2. Examine the positive and negative impacts of the trend on individuals and society, such as increased creativity or decreased morals.
3. Evaluate whether the trend aligns with or contradicts Islamic teachings on ethics and social behavior, and consider how it aligns with values such as honesty and progress.
4. Consider the long-term context and implications, how the trend might interact with society and culture, and how Islamic views on it are evolving in global and local contexts.

Considering the steps above, it can be concluded that the trend of premarital OJK SLIK audits does not conflict with Islamic, ethical, moral, or social principles. Furthermore, considering the considerations explained in the previous subchapter, the trend of premarital OJK SLIK audits is strongly correlated with prenuptial agreements.

CONCLUSION

This study concludes that the trend of premarital Financial Information Service System (SLIK OJK) examinations reflects an adaptive response to contemporary marital challenges, particularly those related to financial transparency and risk management. The findings demonstrate that financial readiness constitutes an essential element in achieving the objectives of marriage, namely the establishment of a harmonious, stable, and sustainable family life. In this context, SLIK OJK functions as an effective preventive instrument that enables prospective couples to identify potential financial risks, including outstanding debts and credit obligations, prior to marriage.

The research further confirms a strong correlation between premarital SLIK OJK examinations and prenuptial agreements. SLIK OJK data provides an empirical and objective foundation for drafting prenuptial agreements, especially in regulating the separation of assets and liabilities. Through such agreements, each party's financial responsibilities can be clearly defined, thereby minimizing the risk of future disputes, protecting individual property rights, and preventing the transfer of debt burdens within marriage. Consequently, prenuptial agreements supported by transparent financial information contribute significantly to legal certainty and equitable marital relations.

From the perspective of Islamic family law, the practice of premarital SLIK OJK examinations does not contradict Islamic legal principles, ethics, or moral values. On the contrary, this trend aligns with the objectives of Islamic law (*maqāsid al-sharī'ah*), particularly the protection of wealth (*ḥifẓ al-māl*), the prevention of harm (*dar' al-mafāsīd*), and the promotion of benefit (*jalb al-maṣāliḥ*). Therefore, premarital SLIK OJK examinations can be regarded as a legitimate and constructive practice within the framework of Islamic family law, as they encourage honesty, responsibility, and transparency in marital relationships. Ultimately, integrating SLIK OJK examinations with prenuptial agreements offers a proactive legal mechanism to foster healthy financial relationships and reduce the potential for conflict in marriage.

REFERENCES

- Anon. 1991. *Kompilasi Hukum Islam Pasal 2 Bab II Tentang Dasar-Dasar Perkawinan*.
- Anwar, Syamsul. n.d. "Hukum Perjanjian Dalam Islam: Kajian Terhadap Masalah."
- Azkiya, Listiana Nurul. 2023. "Tinjauan Hukum Islam Terhadap Perlindungan Hukum Bagi Para Pihak Dalam Perjanjian Perkawinan."
- AĞÇÖyun, Wildaniyah Mufidatul, and Alif Hendra Hidayatullah. 2023. "Perspektif Masalah Dalam Perjanjian Perkawinan Mengenai Harta Dalam Undang-Undang Perkawinan." *Harmoni* 22(1):22-47.
- Badruddin. 2017. "Upaya Keluarga Pra Sejahtera Dalam Membentuk Keluarga Sakinah." *Istinbath: Jurnal Hukum* 14(1).
- Basir, Abd. 2022. *Hukum Islam Tentang Perkawinan Dan Waris*. Vol. 1. Tohar Media.

- Djamil, Fathurrahman. 1999. *Filsafat Hukum Islam*. Jakarta: Logos Wacana Ilmu.
- Dwiputra, Abel Edgar Anugrah. 2022. "Perjanjian Kawin Pasca Berlakunya Putusan Mahkamah Konstitusi Nomor 69/Puu-Xiii/2015." *Jurnal Education and Development* 11(1):82–86.
- Haikal, Abduttawab. 1993. *Rahasia Perkawinan Rasulullah SAW (Poligami Dalam Islam VS Monogami Barat)*. Jakarta: CV Pedoman Ilmu Jaya.
- Izomiddin, M. A. 2023. *Falsafah Syariah Hüküm Islam: Hakikat, Hikmah, Prinsip, Tujuan Dan Karakteristik Hukum Islam Dalam Ibadah Dan Muamalah*. Prenada Media.
- Juita, Firda, Midiansyah Effendi, and Syarifah Maryam. 2025. *Buku Ajar Mata Kuliah Metode Penelitian Kualitatif: Penelitian Kualitatif Untuk Menilik Berbagai Fenomena Sosial*. Penerbit NEM.
- Juliansyahzen, Muhammad Iqbal. 2017. "Pemikiran Quraish Shihab Di Bidang Hukum Keluarga Islam Di Indonesia." *Istinbath: Jurnal Hukum* 18(1).
- Kenedi, John. 2018. *Analisis Fungsi Dan Manfaat Perjanjian Perkawinan*. Yogyakarta: Samudra Biru.
- Maharani, A. Y. U. Shinta. 2025. "Perlindungan Hukum Terhadap Harta Kekayaan Suami Atau Istri Dengan Pembuatan Akta Perjanjian Kawin Ditinjau Dari Perspektif Hukum Nasional."
- Ndraha, Saverius, Tita Trisnawati Daya, Rudolf Silaban, and Cut Nurita. 2025. "Perlindungan Hukum Terhadap Harta Bawaan Dengan Membuat Akta Perjanjian Perkawinan." *Diktum* 3(3):98–104.
- Pinem, Lompoh Egia Nuansa, Ni Ketut Sari Adnyani, and Muhamad Jodi Setianto. 2022. "Keabsahan Perjanjian Arisan Online Ditinjau Dari Pasal 1320 Kitab Undang-Undang Hukum Perdata." *Jurnal Komunitas Yustisia* 5(3):47–63.
- Pratama, Muhammad Amri, Madan Syairazi Zega, Irfan Muhdiya, Haris Fhadillah Butar Butar, and Hawwin Maylafaiza. 2024. "Perjanjian Pranikah Dalam Perspektif Hukum Perdata Di Indonesia." *As-Syirkah: Islamic Economic & Financial Journal* 3(3):1556–65.
- Pratitis, Sugih Ayu, and Rehulina Rehulina. 2023. "Keabsahan Perjanjian Pra Nikah Dan Akibat Hukumnya Ditinjau Dari Perspektif Hukum." *Jurnal Hukum, Politik Dan Ilmu Sosial* 2(2):60–71.
- Prodjodikoro, Wirjono. 1991. *Hukum Perkawinan Di Indonesia*. Bandung: Sumur Bandung.
- Putri, Ramadhani Islami, Achmad Khudori Soleh, and M. Aunul Hakim. 2025. "Penundaan Pernikahan Di Kalangan Pasangan Muda: Telaah Hermeneutika Double Movement Fazlur Rahman Terhadap Qs An-Nur: 32." *Jurnal Yaqzhan: Analisis Filsafat, Agama Dan Kemanusiaan* 11(1):46–65.
- Safira, Elisa, and Abdul Salam. 2022. "Pertanggungjawaban Notaris Terhadap Pembatalan Akta Perjanjian Perkawinan Berdasarkan Undang-Undang Nomor 1 Tahun 1974 Tentang Perkawinan:(Studi Pada Putusan Mahkamah Agung Nomor 598 PK/PDT/2016)." *Pro Patria: Jurnal Pendidikan, Kewarganegaraan, Hukum, Sosial, Dan Politik* 5(2):142–57.
- Santika, Putri, and Faiqul Hazmi. 2024. "Analisis Pembiayaan Bermasalah Produk Pembiayaan Tempo Dengan Skema Balloon Payment Pada Kspps Bmt Soko Guru Ma'arif Jepara." *Jurnal Tabarru': Islamic Banking and Finance* 7(2):535–45.

- Soemiyati. 1974. *Hukum Perkawinan Islam Dan Undang-Undang Nomor 1 Tahun 1974*. Yogyakarta: Liberty.
- Susilo, Edi, and Miswanto. 2024. "Analisis Kritis Kesetaraan Pernikahan Dalam Hukum Islam Menuju Pernikahan Harmonis." *Jurnal Al-Izdiwaj* 5(1).
- Syawalia, Melati Fajri. 2025. "Peran Slik Ojk Dalam Mendukung Transparansi Informasi Keuangan Debitur Di Bank X."
- Uripah, Siti. 2024. "Perkenalan Melalui Layanan Taaruf Online Indonesia Untuk Persiapan Pernikahan Perspektif Fikih Keluarga Progresif."
- Waruwu, Enzolina Kristiani. 2025. "Pemanfaatan OJK SLIK (Sistem Layanan Informasi Keuangan) Dalam Pemberian Kredit Pada PT. Bank Sumut KCP Sei Sikambing Medan."
- Widiastuti, Ika, and Pandu Adi Cakranegara. 2022. "Analisa Tren Untuk Memprediksi Perubahan Kriteria Keunagan Pada Indeks Syariah." *Aksara: Jurnal Ilmu Pendidikan Nonformal* 8(1):461–70.
- Yunos, Mohamad Yazid B. I. N. 2024. "Pengembangan Konsep Pendidikan Pra-Nikah Di Singapura Dalam Mengatasi Problematika Rumah Tangga Muslim Milenial."

