

THE IMPLEMENTATION OF GRANT OF MARRIAGE PROPERTIES DISTRIBUTION THROUGH CONCILIATION AGREEMENT

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Abstrak:

This empirical legal research examines the implementation of grants for the distribution of marital properties through conciliation agreements, focusing on the differences between Balinese customary law and societal practices. The study aims to identify legal issues and contribute ideas to improve the implementation of marital joint property distribution through conciliation agreements. Employing a statutory, case-based, and sociological approach reveals that parties who have undergone a divorce can waive court orders and distribute joint properties through conciliation agreements in accordance with Balinese customary law. In this context, the position of husband and wife in marital property is considered equal. However, the study clarifies that the distribution of joint marital properties through conciliation agreements does not automatically transfer ownership unless the joint property is in the form of land rights. In such cases, a deed of grant prepared by a Land Deed Conveyancer (PPAT) is required to transfer ownership to each party and minor children. This process ensures legal certainty in the rights of each party involved. The study highlights the importance of understanding the specific legal requirements for transferring ownership of different types of joint properties. It emphasizes the need for a comprehensive approach to achieving fairness and clarity in marital property distribution through conciliation agreements.

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INTRODUCTION

Marriage is an agreement to create happiness between the two parties (husband and wife), which is not restricted to a specific time and has a religious nature (Tengku Erwinsyahbana & SH, 2022). Marriage has a close relationship with religion/spirituality. According to Article 1 of Law Number 1 of 1974 concerning marriage, which has been amended by Law Number 16 of 2019 concerning Amendments to Law Number 1 of 1974 Marriage (after this referred to as the Marriage Law), it is confirmed that marriage is a physical and spiritual bond between a man and a woman as husband and wife to form a happy and eternal family (household) based on Belief in Almighty God (Putri et al., 2019). Thus, marriage has not only outer/physical elements, but inner/spiritual elements also have an essential role (Ramulyo, 2006).

The last sentence of the definition of marriage under the Marriage Law includes elements of Belief in Almighty God. The consideration is that as a country based on Pancasila and its first precept is the Belief in Almighty God, marriage cannot be seen as a civil relationship between a man and a woman but as a relationship with religious values (Wiludjeng, 2020). On the other hand, marriage cannot be separated from customary law. This can also be seen implicitly from several provisions of the Marriage Law. Bali is an area famous for its powerful customary law. It is always associated with the position or status of the spouse in marriage under traditional Balinese marriages, namely purusa



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(status as a man) and pradana (status as a woman). The relation is that the purusa will continue the fathers and other obligations in the future. At the same time, pradana plays a role as a supporter and complements the purusa in carrying out his duties, both in marriage life, children's affairs, small and large families and in the community's social life (Agung, 2016). The objective of marriage under the Marriage Law is to form a happy and eternal family (household) based on Belief in Almighty God.

For this reason, husband and wife need to help and complement each other to develop his/her personality to assist and achieve spiritual and material well-being (Andayani, 2005). In reality, however, there are not a few married couples who ultimately have to choose to separate. The incompatibility factor in several ways, and different perceptions of outlook on life, are at least several causes of divorce (Susilo, 2008). Viewed from Article 38 of the Marriage Law emphasizes that the termination of marital relations can be due to death, divorce, and a court order.

When a divorce occurs, the marriage dissolves, but the breakup of the marital relationship between husband and wife does not mean that all matters between the two are cut off; there are legal consequences that require to be considered by both parties, both in terms of customary law and national law. One of the most frequent disputes arising from the dissolution of a marriage is the joint property to be divided between husband and wife. Under Article 35, paragraph (1) of the Marriage Law, it is stated that joint property is property acquired during the marriage. There are differences in the use of terms for this type of property in Balinese society. Namely, some refer to it as *drawer gabro*, *arok sekaya*, etc. While the term commonly used in the traditional village awig-awig is *pegunakaya* or *gunakaya* (Windia & Sudantra, 2006).

One of the marriage dissolution cases due to divorce which was used as the object of this research, was the dissolution of a marriage between Doctor I Made Artika (as the Plaintiff) and Yussie Masyuni Daniyanti (as the Defendant), which was terminated under the Verdict of District Court of Gianyar Number 58/PDT/G/2012/PN.Gir. For this divorce, they owned joint assets during their marriage in land in several locations in the area of Gianyar Regency. Regarding these joint properties, the parties have the authority to act on marital properties as confirmed in Article 36 of the Marriage Law. Therefore, based on the provisions mentioned above, before the divorce occurred, Doctor I Made Artika (as the Plaintiff) and Yussie Masyuni Daniyanti (as the Defendant) agreed not to divide the joint properties. However, those joint properties were granted to their children. The joint property grant was carried out prior to the divorce took place under the Deed of Conciliation Agreement Number 01, dated 1 June 2012, drawn up before Luh Sulistiasti, SH, M.Kn. as Notary/Land Deed Conveyancer (PPAT), having her domicile in Gianyar Regency. The deed stipulates that Doctor I Made Artika (as the Plaintiff) and Yussie Masyuni Daniyanthi (as the Defendant) agreed to grant their joint properties to their three children born from their marriage.

There are no specific requirements for the party who will receive the grant. Therefore, the grant can be awarded to anyone, and all kinds of properties that can be used as property rights may be granted, such as the joint property of a person; this is in compliance with the provision stipulated in Article 1666 of the Indonesian Civil Code (Hidayah, 2019). Further, under Article 37 Paragraph (1) of the Government Regulation No. 24 of 1997 concerning Land Registration (after this referred to as PP of Land Registration), it is stated that the transfer of rights over land and ownership rights to apartment units through sale and purchase, exchange, grants, income in companies and other legal actions for transferring rights, except for transferring rights through auctions can only be registered if it is proven by a deed made by the authorized Land Deed Conveyancer (PPAT) under the provisions of the applicable laws and regulations

Under the provisions of Article 37 PP on Land Registration, to carry out a grant, an authentic deed should be required in the form of a deed of grant. However, the legal act of granting marital

property to children born from the marriage before divorce, as described above, is carried out based on a conciliation deed before a notary. In other words, in the legal act of granting joint properties above, the parties only bind it under a conciliation deed drawn up before a Notary. The existence of this legal action is, in fact, different from the mandate of Article 37 paragraph (1) PP concerning Land Registration which stipulates that the transfer of land rights, one of which is a grant, should be carried out based on a deed drawn up before a Land Deed Conveyancer (PPAT).

METHODS

To find out and analyze the arrangements for the distribution of joint properties in the marriage under Balinese customary law and the implementation of the distribution of joint assets granted through a conciliation agreement. The legal research method applied in writing this scientific article is an empirical legal research method. The research approach applied to support the data in this study is the statutory approach and case approach and sociological approach (Susanti et al., 2022).

RESULT AND DISCUSSION

How is the Arrangement for the Distribution of Joint Properties in Marriage under Balinese Customary Law? The position of husband and wife to the marital property under Balinese customary law is regulated more clearly and firmly in the Decree of the Bali MUDP Grand Assembly Number 01/KEP/PSM-3/MDP Bali/X/2010, dated 15 October 2010, concerning the Results of the Grand Assembly III of the Main Assembly of Pekraman Village, which determines that during the marriage, husband and wife have the same position to their joint properties (*harta gunakaya*) acquired in their marriage. It is further governed that with regard to inheritance, husband and wife and the husband's and wife's brothers have the same position in the effort to ensure that the inheritance can be passed on to their children and grandchildren to maintain or preserve the immaterial inheritance. The distribution of marital joint properties based on the amount of contribution, position and role of each husband and wife is a manifestation of the fifth point (*silu*) of the Pancasila and the Preamble of the 1945 Constitution of the Republic of Indonesia which requires social justice for all Indonesian people. Furthermore, the distribution of joint marital properties is also a reflection of the implementation of the points of Pancasila as stipulated in the TAP of People's Consultative Assembly (MPR) Number 1 of 2003 concerning Pancasila in the fifth point, namely, developing a fair attitude toward others and maintaining a balance between rights and obligations as well as an attitude of respecting the rights of others.

The most important milestone for inheritance under Balinese customary law is the issuance of the Decree of Grand Assembly of MUDP (Primary Council of Pakraman Village) Number 01/KWP/PSM-3/MDP Bali/X/2010, dated 15 October 2010, concerning the Results of the Grand Assembly III of the Primary Council of Pakraman Village of Bali, which states as follows: (Agung & Sukandia, 2021)

1. Husband and wife and the husband's and wife's brothers have the same position in the effort to ensure that the inheritance can be passed on to their children and grandchildren to maintain or preserve the immaterial inheritance.
2. During the marriage, husband and wife have the same position with regard to their *gunakaya* properties (assets acquired during the marriage).
3. Biological children (male or female) and adopted children (male or female) who are not yet married have the same position as the properties of their parents.



4. Biological children (male or female) and adopted children (male or female) are entitled to the property of their parents' *gunakaya* after being deducted by one-third as the middle drawer (joint property), controlled (not owned) by the child who is *nguwubang* (continuing *swadharma* or responsibility) of their parents.
5. A child with his status of *kapurusa* is entitled to one part of the inheritance. In contrast, those with the status of *pradana*/leaving *kedaton* are entitled to part or half of the inheritance received by a child with the status of *kapurusa*.
6. Regarding inheritance distribution, a child still in the womb has the same rights as a child who is already born, providing that he is born alive.
7. A child entirely leaving *kedaton* is not entitled to inheritance, but his parents can provide provision (spirit of funds) from their *gunakaya* estate without harming the heirs.

The provisions of Article 35 paragraph (1) are also reflected and in compliance with the Decree of the Grand Assembly of MUDP Bali Number 01/KWP/PSM-3/MDP Bali/X/ concerning the Results of the Grand Assembly III of the Primary Council of Pakraman Village Bali, which states that "during the marriage, husband and wife have the same position about their *gunakaya* property (properties acquired during the marriage). In this way, the position of husband and wife regarding the marital property in the Balinese customary community is as stipulated in Articles 35, 36 and 37 of the Marriage Law. The provisions of Article 37 of the Marriage Law stipulate that if a marriage is broken up due to divorce, the joint properties are regulated under their respective laws. Balinese customary law applies to the Balinese Indigenous people. Upon the issuance of the Decree of the Grand Assembly of MUDP Bali Number 01/KWP/PSM-3/MDP Bali/X/2010 concerning the Results of the Grand Assembly III of the Primary Assembly of Pakraman Village of Bali which applies to Balinese Indigenous people, it is stated that if a marriage is broken up due to divorce, then each Each party reserves the right to share the *gunakaya* properties (joint property in marriage), with the principle of *pedum pada* (equal distribution) (shared equally). Legal certainty, which Gustav Radbruch interpreted as a condition where the law can function as a rule that must be obeyed, has been reflected in the Decree of the Grand Assembly of MUDP Bali Number 01/KWP/PSM-3/MDP Bali/X/2010. Thus, upon the issuance of the Decree of the Grand Assembly of MUDP Bali Number 01/KWP/PSM-3/MDP Bali/X/2010 concerning the Results of the Grand Assembly III of the Primary Assembly of Pakraman Village of Bali, has provide a guarantee of legal certainty for those who are entitled (in this case *pradana* in Balinese customary law) can obtain their rights in inheritance, while related to the theory of Gustav Radbruch, the Decree of Grand Assembly of MUDP Bali Number 01/KWP/PSM-3/MDP Bali/X/2010 concerning the Results of the Grand Assembly III of the Primary Council of Pakraman Village of Bali has provided justice by providing values of gender equality, especially in terms of inheritance between *purusa* and *pradana* in the life of the Balinese indigenous people and if it is associated with Satjipto Rahardjo's legal benefit theory, the presence of the Decree of the Grand Assembly of MUDP Bali Number 01/KWP/PSM-3/MDP Bali/X/2010 concerning the Results of the Grand Assembly III of the Primary Assembly of Pakraman Village of Bali, providing peace and order in the life of Balinese customary law community in terms of the inheritance position between *purusa* and *pradana*, particularly in this study regarding the position of *purusa* and *pradana* to the *gunakaya* property of the marriage.

The Implementation Of The Distribution Of Marital Joint Property Granted Through Conciliation Agreement. A conciliation agreement is one of the specific agreements regulated under the Indonesian Civil Code of Book III concerning Engagement. Therefore it is subject to the general

provisions and principles of the agreement, namely Article 1338 of the Indonesian Civil Code, which states:

"All agreements are legally drawn up apply as laws to those who draw them up. Those agreements cannot be withdrawn other than by agreement of both parties or for any reasons stated by law as sufficient for this. The agreements should be executed in good faith."

Thus, the conciliation agreement is a law for the parties drawn it up. Conciliation agreements cannot be canceled unilaterally and must be implemented in good faith. A Conciliation agreement can be drawn up as an authentic deed by a Notary and after this, referred to as a deed of conciliation. A notarial deed of conciliation is a deed of agreement/agreements between the parties to prevent the emergence of disagreements/disputes or terminate a disagreement/dispute between those being in disagreement/dispute. On the other hand, a conciliation agreement can also be drawn up if the parties have filed a lawsuit in court. The court always seeks to resolve disputes between the parties through conciliation firsthand. Later, if the parties to the dispute agree to enter into a conciliation, the judge will issue a deed of reconciliation. The deed of reconciliation by the judge (*Acta van vergelijk*) is an agreement between the two parties to a dispute to enter into a conciliation drawn up before the court (Moch et al., 2016). In a marriage, there must be occasional disputes and quarrels; some can reconcile, but few end in divorce. During the marriage, each partner shall have properties that become joint property for the married couple. Some married couples enter into a prenuptial agreement before marriage, and some enter into a marriage agreement after the marriage. For couples who do not enter into a prenuptial agreement or marriage agreement at all, all properties owned shall become joint properties. No marriage agreement is entered into implies that all properties owned during the marriage become joint property. Suppose a marital relationship has a divorce or dispute, especially about joint marital properties. In that case, both parties can use a conciliation agreement privately drawn up or drawn up before an authorized official (Notary). Suppose the conciliation agreement entered into after the divorce regarding joint marital properties has fulfilled the elements of the conciliation agreement. In that case, the conciliation agreement is binding on the parties as a law that must be obeyed and implemented according to the principle of *pacta sunt servanda* of Article 1338 paragraph (1) of the Indonesian Civil Code and as the result of an interview with Notary/Land Deed Conveyancer (PPAT) Luh Sulistiasti, SH, M.Kn. as a Notary/PPAT having her domicile in Gianyar Regency also stated so.

"a deed of conciliation entered into by the parties carried out consciously without coercion from anywhere binds both parties to obey what is stated in the deed of conciliation."

The legal consequences of divorce are not only on the status of husband and wife but also result in the status of children and the position of husband and wife regarding the joint property. One of the examples is the divorce between Doctor I Made Artika (as the Plaintiff) and Yussie Masyuni Daniyanti (as the Defendant), which was terminated under the Verdict of District Court of Gianyar Number 58/PDT/G/2012/PN.Gir. Prior to this divorce, the parties agreed to grant all joint properties to their three children through the deed of conciliation number 01, dated 1 June 2012; it was described in the deed of conciliation that the grant would be given equally to the three children, and in the deed of conciliation also mentioned custody rights for the children, where the first and second children were cared for by the Plaintiff. The third child was cared for by the Defendant. At the time of the grant, the parties' three children were minors, so the parties were the guardians of the custody of each of these children. After the deed of conciliation was drawn up and executed, they decided to divorce on 26 June 2012 at the District Court of Gianyar. So, in the case of this research, the separation of joint properties is due to the giving of grants to their three children before the divorce was carried out, not because of the divorce.

The interview with Notary/Land Deed Conveyancer (PPAT) Luh Sulistiasti, SH, M.Kn. as a Notary/PPAT having her domicile in Gianyar Regency, conducted on Friday, 10 March 2023, at 11.00 WITA stated that:

"an agreement between the parties (Plaintiff and Defendant) in which one party, namely the husband (Plaintiff), agrees to the wife's (Defendant) intention to grant the joint property to their children so that there is a mutual agreement to transfer the joint property. In terms of the distribution of joint properties as the object of this grant, it is amicably carried out by the parties. This can be used to draw up a deed of conciliation by both parties.

A similar opinion was stated by Notary/Land Deed Conveyancer (PPAT) Anak Agung Ngurah Bagus Jayendra, SH., who stated that the agreement of the parties is one of the essential requirements and an essential foundation in the parties drawing a conciliation agreement. More clearly, an interview with Notary/Land Deed Conveyancer (PPAT) Anak Agung Ngurah Bagus Jayendra, SH., as a Notary/PPAT having his domicile in Denpasar City, on Tuesday, 11 April 2023, at 10.00 WITA stated that:

"the parties (husband and wife), either upon the divorce or prior to the divorce, have agreed to grant their marital properties through a grant agreement to children gained during their marriage, then the validity of the grant agreement will become law for the parties drawing it up as the principle of *pacta sunt servanda* in Article 1338 of the Indonesian Civil Code".

Further, Notary/Land Deed Conveyancer (PPAT) Luh Sulistiasti, SH, M.Kn. states that the conciliation agreement did not automatically reverse the name of the object being granted. According to her, a grant is an administrative process that must be carried out by the parties to realize their intention to transfer land rights to the beneficiary of the grant, in this case, their children. Thus, in order that the grant beneficiary (grantees) can receive the grants for these lands, it is necessary to proceed by entering into a deed of grant at the Notary/Land Deed Conveyancer (PPAT) Office, which will be forwarded to be registered at the local District/City Land Office. More clearly, an interview with Notary/Land Deed Conveyancer (PPAT) Anak Agung Ngurah Bagus Jayendra, SH., as a Notary/PPAT having his domicile in Denpasar City, on Tuesday, 11 April 2023, at 10.00 WITA stated that:

"A grant is a voluntary/free gift by the grantor to the grantee, and the grant cannot be withdrawn. Regarding the transition to a grant legal action, you have to use a deed of the grant so that the conciliation agreement cannot transfer land rights. When the parties (grantor and grantee) have signed the deed of grant, the transition has appeared; it remains to be followed up to carry out the administrative process, namely registration of the grant to the local land office. The administrative process is in the form of registration and aims to guarantee the legal certainty of the parties further.

In producing a deed of grant, paying attention to the object granted is necessary since the Government Regulation of Land Registration. It is stipulated that for a grant with the object of land, a deed of the grant must be entered into by the Land Deed Conveyancer (PPAT). However, if the object is other than land (a granted object is a movable object), then the provisions of the Indonesian Civil Code are still used as the basis for drawing a deed of grant drawn up and signed by a Notary. Referring to the articles mentioned above and interviews with Notary/PPAT Luh Sulistiasti, SH, M.Kn. on Friday, 10 March 2023, at 11.00 WITA, it is known that the deed of conciliation cannot be used as the basis for registering the transfer of rights over land granted to the local Regency/City Land Office. Regarding this matter, Notary/PPAT Luh Sulistiasti, SH, M.Kn. further states that:

"The conciliation agreement cannot directly register the rights to the land granted because it has to be in the process of drawing up a deed of grant first by the Land Deed Conveyancer (PPAT)

on mutual agreement of the two parties, then it is necessary to pay the grantee's taxes to the children in the form of BPHTB and then register it to the Regental/City Land Office."

Based on the elaboration above, it can be found that when a deed of the grant has been entered into, the new grant can be reversed. In addition, the grant is not only drawn up by the person entitled directly to be an adult, but when the person entitled is a minor, then the grant can be carried out with a deed of grant and supported by a deed of guardianship issued by the court according to Article 1685 of the Indonesian Civil Code stating that: "Grants to minors who are still under parental authority, must be received by the person exercising that parental authority ."So, from the elucidation of the article, grants given to minors can be represented under a deed of guardianship.

Upon drawing up a deed of conciliation and supported by a deed of grants, transferring legal rights to land is carried out and has legal consequences. However, if a deed of grant is not drawn up, the transfer of land rights will become invalid because it violates Article 37, paragraph (1) of the Government Regulation concerning Land Registration. Based on the elaboration mentioned above, viewed from the theory of legal certainty proposed by Sudikno Mertokusumo, then the existence of a deed of conciliation in the grant process prior to divorce between Doctor I Made Artika (as the Plaintiff) and Yussie Masyuni Daniyanti (as the Defendant) to their children who are minors has not provided legal certainty, because the process of granting land should be supported by a deed of the grant so that the rights can be registered at the local District/City land office to reflect legal certainty for their children. Likewise, if it is related to Gustav Radbruch's views regarding legal certainty, by not drawing up a deed of the grant before Land Deed Conveyancer (PPAT), the grant process before the divorce between Doctor I Made Artika (as the Plaintiff) and Yussie Masyuni Daniyanti (as the Defendant) for their children who are minors has not complied with Article 37 paragraph (1) of the Government Regulation concerning Land Registration, and if it is related to the theory of legal justice according to Gustav Radbruch that the grant prior divorce between Doctor I Made Artika (as the Plaintiff) and Yussie Masyuni Daniyanti (as the Defendant), granting each 2 plots of land to their three children who are still minors without distinguishing their gender reflects the theory of legal justice according to Gustav Radbruch. However, this legal justice has not been implemented, bearing in mind that the grant prior to the divorce between Doctor I Made Artika (as the Plaintiff) and Yussie Masyuni Daniyanti (as the Defendant) must be followed by a deed of grant drawn up before Land Deed Conveyancer (PPAT). Viewed from the theory of legal expediency by Satjipto Raharjo, the grant prior to the divorce between Doctor I Made Artika (as the Plaintiff) and Yussie Masyuni Daniyanti (as the Defendant) was terminated based on the Verdict of the District Court of Gianyar Number 58/PDT/G/2012/PN.Gir. Providing grants in the form of land originating from the joint marital properties provide benefits for their children, both female and male, as mandated under the Law on Marriage to maintain and care for the children born from their marriage.

If it is related to the analysis of the distribution of joint marital properties to children born from their marriage at the time before the divorce mentioned above should be to realize legal certainty, legal justice, and legal benefits for the grantors and the grantees, a deed of conciliation drawn up under notarial deed before a notary related to grants by the grantor (in this case the husband and wife) to the grantee (in this case the children born from their marriage) should be followed by drawing up a power of attorney and a deed of grant. The deed of power of attorney is drawn up because the grantees are minors so that in comparing the deed of grant later, it would be clear which parties were capable of fulfilling the personal requirements in the legal terms of an agreement.

Furthermore, the deed of power of attorney and the deed of conciliation can be used as a basis for drawing up a grant deed before the Land Deed Conveyancer (PPAT) as mandated in Article 37, paragraph (1) of the Government Regulation concerning Land Registration. Later, the deed of grant

entered into by the Land Deed Conveyancer (PPAT) can be registered at the local Regency/City Land Office in order to obtain legal certainty over the transfer of land rights.

CONCLUSION

The arrangements for the distribution of joint properties in marriage under Balinese customary law, which is also stated in the Decree of the Grand Assembly of MUDP Bali Number 01/KWP/PSM-3/MDP Bali/X/2010 concerning the Results of the Grand Assembly III of the Primary Assembly of Bali Pakraman Village state that the position of husband and wife in marital properties is the same, and in the distribution of joint marital properties granted through a conciliation agreement in its implementation does not automatically transfer the object of the grant in the form of land rights to the name of the grantee, because based on Article 37 paragraph (1) 1) Government Regulation No. 24 of 1997 concerning Land Registration, it is stated that a deed of grant drawn up by Land Deed Conveyancer (PPAT) is required for the transfer of rights over the land. The deed of conciliation drawn up before a Notary is a basis used to draw up a deed of a grant by a Land Deed Conveyancer (PPAT).

REFERENCES

- Winoto, J. (2007). *Inequality of Asset Ownership as a Cause of Poverty at Gadjah Mada University*. <https://www.ugm.ac.id/id/berita/1135-joyo-winoto-ketimpangan-kepemilikan-aset-sebagai-penyebab-kemiskinan>. Accessed September 5, 2018
- Agung, A. A. I. (2016). *Makna purusa dan pradana dalam putusan hakim mengenai sengketa waris adat Bali*. Udayana University Press. <https://books.google.co.id/books?id=QlhFswEACAAJ>
- Agung, A. A. I., & Sukandia, I. N. (2021). *Perjanjian perkawinan dalam hukum perdata dan hukum adat Bali*. Elmatara. <https://books.google.co.id/books?id=OUEBzwEACAAJ>
- Andayani, I. (2005). Keberadaan Harta Perkawinan Dalam Problematika Perkawinan. *Perspektif*, 10(4), 350-371. <https://doi.org/10.30742/perspektif.v10i4.197>
- Hidayah, N. (2019). Hibah Harta Bersama Kepada Anak Setelah Perceraian (Studi Kasus Putusan No. 436/Pdt. G/2009/PA. Mks). *Al-'Adl*, 12(1), 31-44.
- Moch Djais, M., & Putra, R. K. (2016). Gugatan Wanprestasi Atas Putusan Akta Perdamaian di Pengadilan Negeri Semarang Putusan Nomor 436/pdt. g/2014/pn Smg. *Diponegoro Law Review*, 5(3), 19381.
- Putri, A. D., Darmawan, D., & Mansur, T. M. (2019). Peralihan Harta Bersama Melalui Hibah Tanpa Izin Salah Satu Pihak Berdasarkan Undang-Undang Nomor 1 Tahun 1974 Dan Kompilasi Hukum Islam. *Syiah Kuala Law Journal*, 3(1), 81-94. <https://doi.org/10.24815/sklj.v3i1.12369>
- Ramulyo, M. I. (2006). *Hukum Perkawinan, Hukum Kewarisan, Hukum Acara Peradilan Agama dan Zakat Menurut Hukum Islam*.
- Susanti, D. O., Sh, M., & A'an Efendi, S. H. (2022). *Penelitian Hukum: Legal Research*. Sinar Grafika.
- Susilo, B. (2008). *Prosedur Gugatan Cerai*.
- Tengku Erwinsyahbana, S. H., & SH, T. R. F. S. (2022). *Aspek Hukum Perkawinan Di Indonesia*. umsu press.
- Wiludjeng, J. M. H. (2020). *Hukum Perkawinan Dalam Agama-Agama*. Penerbit Universitas Katolik Indonesia Atma Jaya.
- Windia, W. P., & Sudantra, K. (2006). *Pengantar Hukum Adat Bali*. Denpasar: Lembaga Dokumentasi Dan Publikasi Fakultas Hukum Universitas Udayana, 115.