

Additional Conditions in Marriage Contracts in North Kalimantan: Between Local Wisdom and Legality of Islamic Law

Original Article

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Received : 26 November - 2025

Accepted : 27 January - 2026

Published online : 24 February - 2026

Abstract

Marriage contracts are often accompanied by local phenomena in the form of additional requirements proposed by either party. The goal of the research is to analyze the additional Conditions in Marriage Contracts in North Kalimantan based on the legal Perspective, normative conflicts, and its impact to the socio legal aspect. This study employs a doctrinal legal approach (juridical-normative) to examine the validity of additional conditions in marriage contracts based legal materials including Law Number 1 of 1974, the Indonesia Civil Code (KUHPerdata), the Compilation of Islamic Law, and Government Regulation No. 9/1975. The result of the research is in the practice of including additional conditions in marriage contracts in North Kalimantan illustrates the profound impact of local wisdom. For example, the Bugis community enforces uang panai (dowry), several traditional rituals among the Bulungan community, and also Tidung cultural traditions. From a legal perspective, the additional conditions in marriage contracts should be viewed in light of Law No. 1 of 1974 on Marriage, Government Regulation No. 9 of 1975, Compilation of Islamic Law (KHI), and Civil Code or KUHPerdata. Conditions such as uang panai in Bugis tradition or symbolic rituals in Bulungan and Tidung communities may be recognized as cultural practices, but they do not carry binding legal force under civil law unless incorporated into a formal marriage agreement that complies with the provisions of KUHPerdata. Furthermore, additional requirements in a marriage contract not only impact the immediate couple involved but can also influence broader social dynamics.

Keywords: Additional Conditions, Islamic Law, Local Wisdoms, Marriage Contract.

1. Introduction

Marriage in Islam is regarded as a sacred bond founded on faith and commitment, with the ultimate goal of establishing a peaceful and loving family (Elimartati, 2020). At the core of this institution lies the marriage contract, which is built upon pillars and conditions determined by Islamic law and serves as the benchmark for its validity (Sujono et al., 2022). Nevertheless, in practice, marriage contracts are often accompanied by local phenomena in the form of additional requirements proposed by either party, be it the prospective bride, groom, or their families (Lafortune & Low, 2023).

This phenomenon has become more visible in the public sphere in recent years, especially via social media platforms like Twitter (X), Instagram, and TikTok (Najib, 2023). Netizens often share their experiences of unusual provisions in marriage contracts, including smoking bans and requirements for property to be owned by the wife. Although numerous young couples regard these conditions as a means of protecting rights and elucidating responsibilities, detractors contend that such practices can lead to imbalances or place excessive burdens on future husbands. The variety of opinions underscores that



supplementary terms in marriage contracts have transcended mere custom to become modern issues necessitating comprehensive legal, social, and religious examination.

This discourse has been further amplified by media coverage, particularly in cases involving public figures. For example, prenuptial agreements that prohibit polygamy or mandate that wives work have ignited discussions among netizens and religious scholars. Some see these conditions as protective measures for women's rights, whereas others view them as violations of Islamic principles. This tension highlights the complexity of "additional conditions," which are frequently linked to local customs and cultural values, yet simultaneously raise questions about their compatibility with Islamic law, as well as explained by Tamamiyah (2025).

From a *fiqh* perspective, the principle of *al-'adah muhakkamah* affirms that community customs may serve as legal considerations, provided they do not contradict definitive (*qath'i*) texts, as well as described by Multazam (2024) and Amalia (2025). Accordingly, additional conditions rooted in tradition can be tolerated and even deemed valid, as long as they align with the intent of the contract and do not cause harm to either party (Cahyani, 2020). However, conditions that restrict fundamental rights or impose unrealistic demands may be classified as *fasid* (defective) or *batil* (invalid). The lack of public understanding regarding these boundaries often fuels conflict, legal uncertainty, and tension between preserving cultural identity and adhering to established religious norms.

Despite the growing discourse on additional conditions in Islamic marriage contracts, most existing studies remain normative and doctrinal, focusing primarily on textual interpretations of *fiqh* and *sharia* such as Al-Sharmani (2018), Ali (2022), Nur et al. (2022), Harahap et al. (2025), and also Nasrulloh et al. (2025). On the other hand, several previous studies that have explained additional requirements in marriage include Ruslan (2023) who explained the existence of dowry money as an additional requirement in the Bugis Makassar tribe. Khairuddin (2020) who explained the use of Hine as a requirement in marriage in the Kuta Tinggi Aceh community, as well as research by Madani et al. (2025) who explained the Keduhei Sudih Teman tradition in the marriage procession of the indigenous people of Sebukar Village, Kerinci Regency, Jambi. However, very few studies discuss additional requirements in marriage in the community in North Kalimantan, so this is a gap in the research. However, the need for research that bridges jurisprudential analysis with empirical observations of local customs and modern social dynamics, particularly in regions like North Kalimantan where cultural diversity strongly influences marital practices.

This article seeks to address research gap by offering a comprehensive and contextual analysis. The research question of this study is : a) How does The Implementation of Additional conditions in marriage contracts in North Kalimantan that reflect local wisdom, b) How does the Legal Perspective of Additional Conditions in Marriage Contracts in North Kalimantan ?, c) Normative Conflict Between of Law No. 1 Of 1974, PP No. 9/1975 , Compilation Of Islamic Law And Civil Code About Additional Conditions in Marriage Contracts in North Kalimantan ?, d) Implications of Additional Marriage Contract in Socio Legal Aspect. Therefore, The goal of the research is to analyze the additional Conditions in Marriage Contracts in North Kalimantan based on the legal Perspective, normative conflicts, and its impact to the socio legal aspect. By connecting sociocultural practices with legal frameworks and illustrating the ways in which local wisdom interacts with both national and Islamic law, this study enhances scholarly discourse. By offering empirical proof of Indonesian normative law, it advances legal anthropology and law studies.

2. Literature Review

As discussed previously, marriage in Islam constitutes a sacred bond founded on faith and commitment, established with the objective of creating a peaceful and loving family (Elimartati, 2020). The validity of this institution rests upon a marriage contract constructed according to specific pillars and conditions prescribed by Islamic law (Sujono et al., 2022). However, contemporary practice reveals that such contracts frequently incorporate additional requirements proposed by prospective spouses or their families, reflecting local customs and individual preferences (Lafortune & Low, 2023).

Islamic jurisprudence accommodates customary practices through the principle of *al-'adah muhakkamah*, which recognizes that community customs may serve as valid legal considerations provided they do not contradict definitive (*qath'i*) texts (Multazam, 2024; Amalia, 2025). Following this principle, additional conditions rooted in tradition may be tolerated and deemed valid when they align with the contract's intent and cause no harm to either party (Cahyani, 2020). Conversely, conditions that restrict fundamental rights or impose unreasonable demands risk classification as *fasid* (defective) or *batil* (invalid).

The existing body of literature on additional marriage conditions remains predominantly normative and doctrinal, emphasizing textual interpretations of *fiqh* and *sharia* (Al-Sharmani, 2018; Ali, 2022; Harahap et al., 2025). Several empirical studies have documented region-specific practices: Ruslan (2023) examined dowry money as an additional requirement among the Bugis Makassar tribe; Khairuddin (2020) investigated the Hine requirement in the Kuta Tinggi Aceh community; and Madani et al. (2025) explored the Keduhei Sudih Teman tradition in the marriage procession of Sebukar Village, Kerinci Regency, Jambi. Despite these contributions, the literature lacks sufficient examination of additional marriage requirements in North Kalimantan, representing a significant research gap.

3. Methods

This study employs a doctrinal legal approach (juridical-normative) to examine the validity of additional conditions in marriage contracts based legal materials, as well as explained by Hafidz and Harahap (2025). The research relies on primary legal materials, including interviews with religious leaders, traditional figures, KUA officers, married couples, and community members directly involved in marriage contracts with additional requirements, as well as secondary legal materials such as *fiqh* books, academic journals, articles, and relevant legal documents. Nu'man et al. (2024) stated that the type of research referred to as juridical-normative has been characterized as doctrinal legal research. In this instance, researchers examine secondary legal materials to tackle questions that revolve around the research focus. The employed methods include the legislative approach, conceptual approach, and historical approach. This study uses legal materials as secondary data, which serve as the primary data source.

This research uses data from primary and secondary legal materials. Primary legal materials include Law Number 1 of 1974, the Civil Code, the Compilation of Islamic Law, and Government Regulation No. 9/1975. Secondary legal materials include scientific articles from journals and reference books related to the research objectives. The research process begins with identifying and framing the legal issues under study. This stage requires a thorough examination of relevant doctrines, statutory provisions, and judicial precedents to uncover gaps, ambiguities, or inconsistencies within the legal system. The next step involves conducting a comprehensive literature review to gain familiarity with existing scholarship,

theoretical perspectives, and jurisprudential debates surrounding the issues at hand. This review provides the contextual foundation and theoretical basis for normative analysis. Finally, drawing upon the examination of legal sources, the methodology advances by formulating legal arguments and synthesizing principles derived from the normative inquiry, as well as described by Purwanto and Wiyono (2024).

4. Results and Discussion

4.1. The Implementation of Additional Conditions in Marriage Contracts in North Kalimantan that Reflect Local Wisdom

In North Kalimantan, the practice of including additional conditions in marriage contracts illustrates the profound impact of local wisdom, with cultural values and community traditions significantly influencing marital customs. In numerous instances, conditions like bans on polygamy, property ownership requirements, or family responsibility stipulations go beyond individual preferences. In Lapri Village, Sebatik District, North Kalimantan, the Bugis community enforces an additional condition for marriage known as *uang panai* (dowry). This dowry refers to a sum of money determined by the bride's family, serving as a measure of the groom's readiness and financial capability. However, under Islamic marital law, such a requirement does not exist. The only mandated provision is the mahr (dowry) given directly to the bride. This obligatory dowry is intended to support the wedding celebration organized by the bride's family, as well as explained by (Wahyudin, 2020).

Among the Bulungan community in Tanjung Palas Tengah, Bulungan Regency, North Kalimantan, marriage contracts are often accompanied by additional customary practices. Several traditional rituals that remain preserved today include Ginisis, Beseruan, Bepupur, Bepacor, and Bebantang. Ginisis marks the matchmaking stage between a man and the woman who may become his wife. Beseruan is the formal proposal ceremony carried out by the man. This is followed by Ngatod De Pulut, the presentation of the dowry, symbolizing the couple's agreement to marry. Another important ritual is Kawin Suruk, the marriage contract ceremony, which involves offerings of yellow rice, a water vessel, and a knife—symbols of harmony, prosperity, and protection. Bepupur takes place next, where cold pupur and leaf-based nail polish are applied, accompanied by hadra art performances. Finally, the following day, the Bebantang ritual is held. In this procession, the wedding stage is covered with two layers of cloth, signifying that the groom is not permitted to see the bride's face, as well as explained by Ilmi (2022).

Local wisdom in the form of additional conditions within marriage contracts is also preserved by the Tidung Tribe in North Kalimantan. Mulyati et al. (2021) and also Siteu et al. (2023) stated that *Tidung* cultural traditions remain deeply rooted and are continuously passed down through generations. Among these practices are *Iraw Tengkeyu*, *Masak Indong*, the *Badewa* Dance performed during wedding ceremonies, and *Ngalap Semangat*. *Iraw Tengkeyu* is a traditional festival in Tarakan that expresses gratitude for abundant harvests and life's safety, symbolized by the ritual of sending decorated boats out to sea. The *Masak Indong* tradition embodies solidarity and cooperation through communal cooking of large portions of food to be shared with society. In *Tidung* wedding ceremonies, symbolic objects and rituals are employed to unite two families while invoking blessings of protection and prosperity. The *Badewa* Dance, imbued with mystical elements, is performed in customary events as both a spiritual offering and a form of entertainment. Meanwhile, *Ngalap Semangat* represents a ritual of prayer or mantra intended to draw strength, vitality, and protection, believed to channel positive energy to individuals and the wider community.

However, it can be emphasized that the practice of adding conditions to marriage contracts in North Kalimantan reflects a rich, living local wisdom that serves as a social guideline. Bugis, Bulungan, and Tidung traditions demonstrate how cultural values, symbols, and customary rituals not only strengthen family ties but also maintain community harmony.

4.2. Legal Perspective of Additional Conditions in Marriage Contracts in North Kalimantan

From a legal perspective, the inclusion of additional conditions in marriage contracts in North Kalimantan should be viewed in light of Law No. 1 of 1974 on Marriage and its implementing regulation, Government Regulation No. 9 of 1975. According to Article 1 of Law No. 1/1974, marriage is defined as a physical and spiritual bond between a man and a woman with the purpose of forming a happy and eternal family based on the belief in God Almighty. The law emphasizes that the essential requirements of marriage are consent, fulfillment of legal capacity, and the provision of *mahr* (dowry) in accordance with religious law. Meanwhile, PP No. 9/1975 regulates the technical implementation of marriage registration and the legal validity of marriage contracts (Nugraheni, 2019). In this framework, additional conditions such as *uang panai* in Bugis tradition or symbolic rituals in Bulungan and Tidung communities are not legally binding under national marriage law, but they are tolerated as cultural practices as long as they do not contradict the principles of monogamy, equality, and family responsibility stipulated in the legislation. Thus, while local wisdom enriches the social meaning of marriage, the legal enforceability of such conditions remains subordinate to the provisions of Law No. 1/1974 and PP No. 9/1975, ensuring that customary practices coexist with the national legal system. Article 1 of Law No. 1/1974 defines marriage as a physical and spiritual bond between a man and a woman with the purpose of forming a happy and eternal family based on the belief in God Almighty. Furthermore, Article 2 paragraph (1) stipulates that a marriage is valid if conducted according to the laws of each religion and belief, while Article 2 paragraph (2) requires that every marriage be registered according to prevailing regulations. In addition, Article 6 paragraph (1) emphasizes that marriage must be based on the consent of both parties, and Article 29 allows for the establishment of a marriage agreement (*perjanjian perkawinan*) made before or during the marriage, provided it does not conflict with law, religion, or morality. Meanwhile, PP No. 9/1975 Article 3 regulates the technical implementation of marriage registration, ensuring legal certainty of marital status. In this framework, additional conditions such as *uang panai* in Bugis tradition or symbolic rituals in Bulungan and Tidung communities are not legally binding under national marriage law, but they are tolerated as cultural practices as long as they do not contradict the principles of monogamy (Article 3 of Law No. 1/1974), equality of rights and obligations (Article 31), and family responsibility (Article 33). Thus, while local wisdom enriches the social meaning of marriage, its enforceability remains subordinate to statutory provisions, ensuring that customary practices coexist harmoniously with Indonesia's national legal system.

The inclusion of additional conditions in marriage contracts in North Kalimantan should also be examined under the Compilation of Islamic Law or *Kompilasi Hukum Islam* (KHI), which serves as a guideline for the implementation of Islamic family law in Indonesia. According to Article 2 KHI, marriage is defined as a strong contract (*mitsaqan ghalizhan*) to obey Allah's commands and is considered an act of worship. Furthermore, Article 14 KHI stipulates that marriage is valid if conducted according to Islamic law and registered with the authorized official. In relation to dowry, Article 30 KHI affirms that the groom is obliged to provide *mahar* to the bride, while Article 31 KHI emphasizes that the *mahar* is the exclusive right of the bride. Regarding additional conditions, Article 45 KHI allows for the inclusion of stipulations in marriage contracts (*taklik talak* or other agreements) as long as they do not

conflict with Islamic principles, law, or morality. Moreover, Article 47 KHI clarifies that such conditions are binding if agreed upon by both parties and recorded at the time of marriage (Sumirat, 2019). In this framework, practices such as *uang panai* in Bugis tradition or symbolic rituals in Bulungan and Tidung communities are recognized as cultural expressions but are not legally enforceable under Islamic law unless explicitly agreed upon in the marriage contract and do not contradict the fundamental provisions of marriage.

The inclusion of additional conditions in marriage contracts in North Kalimantan can also be analyzed under the Indonesian Civil Code (KUHPerdata). According to Book I Title VI KUHPerdata, marriage is regulated as a civil institution with binding legal consequences. Article 26 KUHPerdata states that marriage is a civil contract between a man and a woman, which must comply with legal formalities to be valid. Furthermore, Article 27 KUHPerdata emphasizes that marriage must be based on the free consent of both parties, while Article 28 KUHPerdata requires that the marriage be conducted publicly before a civil registrar. In relation to additional conditions, Article 1320 KUHPerdata outlines the general requirements for a valid agreement: consent of the parties, legal capacity, a certain subject matter, and a lawful cause. This provision applies to marriage agreements (*perjanjian perkawinan*) as well, meaning that any stipulations added to a marriage contract must fulfill these requirements. Moreover, Article 1337 KUHPerdata stipulates that agreements are invalid if their content is contrary to law, morality, or public order. Thus, conditions such as *uang panai* in Bugis tradition or symbolic rituals in Bulungan and Tidung communities may be recognized as cultural practices, but they do not carry binding legal force under civil law unless incorporated into a formal marriage agreement that complies with the provisions of KUHPerdata.

4.3. Normative Conflict Between Law No. 1 of 1974, PP No. 9/1975, Compilation of Islamic Law and Civil Code about Additional Conditions in Marriage Contracts

Normative conflicts in the addition of marriage requirements in North Kalimantan stem from the divergence between customary law, religious law, and national civil law. The Bugis, Bulungan, and Tidung communities uphold social legitimacy through practices such as bride price and symbolic rituals, which are regarded as culturally mandatory. In contrast, Law No. 1 of 1974 and Government Regulation No. 9 of 1975 stipulate that a valid marriage requires only the consent of both parties, legal capacity, and a dowry in accordance with religious provisions, thereby rendering customary requirements non-binding in the legal sense. Similarly, the Compilation of Islamic Law (KHI) underscores the dowry as an absolute obligation and permits additional stipulations only if they are explicitly included in a marriage agreement that does not contravene sharia principles (Articles 45–47 KHI). Meanwhile, the Civil Code asserts that agreements are valid solely when they meet consensual requirements, involve a specific object, and do not conflict with law or morality (Articles 1320 and 1337). Consequently, a normative conflict arises: custom prioritizes social legitimacy, religion emphasizes spiritual legitimacy, and positive law enforces formal legitimacy. This tension produces a dualism between the recognition of custom as a social norm and the binding authority of formal law, which restricts the enforceability of additional conditions.

Additionally, this normative disagreement illustrates Indonesia's legal diversity, where national positive law, religious law, and customary law coexist but frequently diverge. While the state prioritizes legal certainty through official registration and formal rules, communities in practice continue to follow custom as a social guideline because it is seen to preserve family honor and community validity. In order to avoid going against the values of equality, monogamy, and family duty, positive law restricts the enforceability of further restrictions, whereas custom reinforces cultural identity. The difficulty of fusing local knowledge with a

national legal system focused on consistency and certainty is thus reflected in this normative conflict.

4.4. Implications of Additional Marriage Contract in Socio Legal Aspect

Furthermore, additional requirements in a marriage contract can also influence the social dynamics of the couple's environment. When custom or tradition is used as the primary criterion for determining whether a marriage is socially valid, society tends to judge the success of a marriage based on the fulfillment of these requirements, rather than on the continuity and harmony of the household itself. As a result, couples who marry without fulfilling these customary requirements may be seen as not following the norms or even "violating" tradition, even if their marriage is valid under religious and state law. This social pressure can disrupt the couple's inner peace and cause internal conflict within the extended family. Furthermore, when custom begins to dominate the essence of religion, there is a potential shift in the meaning of marriage itself, from a sacred act of worship to merely a worldly symbolic fulfillment. Therefore, it is important for society to begin to reconsider the relevance and benefits of these additional requirements, so that cultural values can align with Islamic principles that emphasize justice, ease, and blessings in marriage.

From an Islamic legal perspective, a valid marriage contract must fulfill the established pillars and requirements, namely the consent (*ijab qabul*), the presence of a guardian (*wali*), two witnesses, and a dowry (*mahr*), as well as explained by Hafidzi and Hani (2020) and Mu'in (2025). When additional requirements arise, especially those that do not align with the requirements for a valid marriage in Islam, they can potentially create legal problems for the marriage. According to Islamic scholars, if these additional requirements do not alter the essence of the marriage contract, do not conflict with Islamic principles, and do not cause harm, they can be considered valid and merely a customary practice. However, if these requirements lead to innovation, that is, additions that are not guided by Islamic teachings, or even violate established religious rules, they can undermine the validity of the marriage contract itself. Furthermore, additional requirements that impose material burdens or require irrelevant requirements can lead to injustice in the marriage relationship. For example, if a woman is required to hand over her entire income to her husband as part of an additional requirement, this could conflict with individual rights recognized in Islam, namely a woman's right to her property.

Furthermore, additional requirements in a marriage contract not only impact the immediate couple involved but can also influence broader social dynamics. In some cases, social pressure to meet certain requirements can lead individuals or families to feel the need to go into debt or overextend themselves financially to maintain their social standing. As a result, a wedding, which should be a joyous occasion, is instead overshadowed by economic burdens and heavy social expectations. Furthermore, the unwritten standards that develop from these requirements can fuel a competition for social status within families or communities, where values such as sincerity, responsibility, and commitment in marriage are marginalized. It is also not uncommon for internal conflict within families to arise when one party feels the requirements are unfair or beyond their means, ultimately disrupting marital harmony from the very beginning of the marriage.

5. Conclusion

The practice of including additional conditions in marriage contracts in North Kalimantan illustrates the profound impact of local wisdom. For example, the Bugis community enforces *uang panai* (dowry), several traditional rituals among the Bulungan community, and also Tidung cultural traditions. From a legal perspective, the additional conditions in marriage contracts should be viewed in light of Law No. 1 of 1974 on Marriage, Government Regulation No. 9 of 1975, Compilation of Islamic Law (KHI), and Civil Code or KUHPperdata. Conditions such as *uang panai* in Bugis tradition or symbolic rituals in Bulungan and Tidung communities may be recognized as cultural practices, but they do not carry binding legal force under civil law unless incorporated into a formal marriage agreement that complies with the provisions of KUHPperdata. Furthermore, additional requirements in a marriage contract not only impact the immediate couple involved but can also influence broader social dynamics.

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