



# Juridic Review Concerning The Position Of Joint Assets After Post Divorce Analysis Of Civil Decision Number 343/Pdt.G/2020/Pa.Tte

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## ABSTRACT

A marriage agreement is an agreement made before the marriage takes place and binds the two prospective brides who will be married, its contents regarding the issue of the distribution of assets between husband and wife which includes what belongs to the husband or wife and what is the responsibility of the husband and wife, or related to property. In the event of a divorce or death in one of the partners, usually a prenuptial agreement is made for legal purposes for each other's property, husband or wife. Making a prenuptial agreement is allowed as long as it does not conflict with law, religion and decency, moral values and customs. All legal actions related to joint property must have the consent of both parties, in this case husband and wife, if it is violated, the consequences of the act are one of the parties can file an objection. Based on the description above regarding the existence of joint property of husband and wife, there are many cases regarding this joint property, such as the case that was submitted to the Ternate Religious Court where between husband and wife who are going to divorce dispute their joint assets after the divorce decision has permanent legal force. Which aims to analyze how the mechanism for the distribution of joint property after divorce without a prenuptial agreement. and what are the legal consequences if one of the parties does not carry out the decision of the Religious Court judge regarding the distribution of joint property which already has permanent legal force. By using a normative juridical research method, which is a type of sociological legal research and can be referred to as field research, which examines the applicable legal provisions and what has occurred in people's lives. This study uses a statutory approach, a concept and case approach. Especially in this case regarding the analysis of the agreement in the Civil Code and the regulation of joint property and the strength of the judge's decision. From the results of the discussion, it was revealed that with respect to these objects, at trial the Defendant was also unable to show proof of ownership and year of acquisition, nor could the proposed witnesses explain the type, year of acquisition and status of the object, as well as during an on-site examination of the object. the intended object is not found, so that the object must be declared unproven and deserves to be declared unacceptable; Whereas based on the provisions of Article 37 of Law Number 1 of 1974 concerning Marriage jo. Article 97 Compilation of Islamic Law, because the marriage has been broken up due to divorce, then for the assets that are designated as joint property of the Plaintiff and Defendant, each Plaintiff and Defendant are entitled to one-half of the joint property. So that in the Court's Decision, the Judge granted the Plaintiff's claim in part and determined that the Plaintiff and Defendant were each entitled to (half) of the joint property.

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## ABSTRAK

Perjanjian perkawinan adalah perjanjian yang dibuat sebelum dilangsungkannya perkawinan dan mengikat kedua calon mempelai yang akan menikah, isinya mengenai masalah pembagian harta kekayaan diantara suami istri yang meliputi apa yang menjadi milik suami atau istri dan apa saja yang menjadi tanggungjawab suami dan istri, ataupun berkaitan dengan harta bawaan masing-masing pihak agar bisa membedakan yang mana harta calon istri dan yang mana harta calon suami, jika terjadi perceraian atau kematian disalah satu pasangan, biasanya perjanjian pranikah dibuat untuk kepentingan hukum terhadap harta bawaan masing-masing, suami ataupun istri. Membuat perjanjian pranikah diperbolehkan asalkan tidak bertentangan dengan hukum, agama dan kesusilaan, nilai-nilai moral dan adat istiadat. Segala perbuatan hukum yang berhubungan dengan harta bersama maka harus ada persetujuan kedua belah pihak dalam hal ini suami istri, apabila itu

dilanggar maka konsekuensi dari perbuatan tersebut salah satu pihak bisa mengajukan keberatan. Berdasarkan uraian diatas tentang keberadaan harta bersama suami istri, terdapat banyak kasus-kasus mengenai harta bersama ini, seperti kasus yang diajukan ke Pengadilan Agama Ternate dimana antara suami istri yang akan bercerai memperlmasalahkan harta bersama mereka pasca putusan cerai telah mempunyai kekuatan hukum yang tetap. Yang bertujuan untuk Menganalisis bagaimanakah mekanisme pembagian harta bersama pasca perceraian tanpa ada perjanjian pranikah. serta bagaimana akibat hukum yang diitmbulkan jika salah satu pihak tidak melaksanakan putusan hakim Pengadilan Agama, tentang pembagian harta bersama yang sudah mempunyai kekuatan hukum tetap. Dengan menggunakan metode penelitian yuridis normatif, yang mana merupakan jenis penelitian hukum sosiologis dan dapat disebutkan dengan penelitian secara lapangan, yang mengkaji ketentuan hukum yang berlaku serta yang telah terjadi didalam kehidupan masyarakat. Penelitian ini menggunakan pendekatan perundang-undangan, pendekatan konsep dan kasus. Khususnya dalam hal ini tentang analisis pada perjanjian dalam KUH perdata dan pengaturan tentang harta bersama serta kekuatan putusan hakim. Dari hasil pembahasan terungkap bahwa terhadap obyek-obyek tersebut, di persidangan pihak Tergugat juga tidak dapat menunjukkan bukti kepemilikan dan tahun perolehan, juga para saksi yang diajukan tidak dapat menerangkan tentang jenis, tahun perolehan dan status obyek tersebut, demikian juga saat pemeriksaan di tempat obyek dimaksud tidak ditemukan, sehingga terhadap obyek obyek tersebut harus dinyatakan tidak terbukti dan patut untuk dinyatakan tidak dapat diterima; Bahwa berdasarkan ketentuan Pasal 37 Undang-Undang Nomor 1 Tahun 1974 Tentang Perkawinan jo. Pasal 97 Kompilasi Hukum Islam, oleh sebab perkawinan telah putus akibat perceraian, maka terhadap harta-harta yang ditetapkan sebagai harta bersama Penggugat dan Tergugat, masing-masing Penggugat dan Tergugat berhak mendapat seperdua dari harta bersama tersebut. Sehingga dalam Amar Putusan Hakim mengabulkan gugatan Penggugat untuk sebagian dan menetapkan Penggugat dan Tergugat masing-masing berhak ½ (seperdua) bagian atas harta bersama tersebut.

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## I. INTRODUCTION

Marriage Law Number 1 of 1974 formulates the meaning of marriage as "the inner and outer bond between a man and a woman as husband and wife with the aim of forming a happy and eternal family (household) based on God Almighty (Article 1 UUUP)", then The Compilation of Islamic Law (KHI) provides an understanding of the notion of marriage as "a very strong contract or miitsaaqon gholidan to obey Allah's commands and carry it out is worship". (Article 2 of the KHI) and the Civil Code (KUH Perdata) view marriage only in a civil relationship (Article 26 of the Civil Code).

The principles or principles of marriage explain that marriage is legal if it is carried out according to the laws of each religion and belief, and in addition, every marriage must be recorded according to the applicable laws and regulations, so it should be underlined that marriage registration is an administrative obligations and does not affect the validity of the marriage. Marriage registration is carried out to provide legal protection for both husband, wife and children from the marriage. Marriage registration for Muslims is carried out at the Office of Religious Affairs (KUA) by registrar employees and for non-Muslims it is registered at the Civil Registry Office by marriage registrar

employees. Described earlier above that marriage is an inner and outer 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 and only God, based on this marriage causes three (3) legal consequences, namely, the existence of legal relations, the existence of joint property and the obligation to the children who are born. Property in marriage is divided into 3 types, namely gono-guni (together) property and acquired property. and the consequences of marriage include the mixing of the property of both parties which is called joint property in the Marriage Law Article 35 paragraph (1) and (2) regulates joint property that "(1) Assets acquired during the marriage become joint property. , and; (2) the property of each husband and wife and the property obtained by each as a gift or inheritance are under the control of each as long as the parties do not determine otherwise". While the Compilation of Islamic Law (KHI) article 85 stipulates that; "The existence of joint property in marriage does not rule out the possibility of property belonging to each husband or wife." Whereas, based on what is stated in the Marriage Law, joint property in the Marriage Law is property acquired during the marriage between husband and wife, and in the Marriage Law it is not explained about the joint property obtained through whose efforts, there is property obtained during the marriage and does not see or take into account who gets it.

The property of husband and wife has become a joint right, but there is also a usufructuary right, meaning that one of the rights can use the property on condition that it must obtain approval or permission from another party (husband and wife). regarding ownership of property rights, in this case joint property ownership, namely: The principle of "Nemo Plus Juris Transfere Potest Guam Ipse Habet" that a person may not transfer goods in the case of joint property without the consent of both parties, because it does not belong to either party.(2) Principle "Nemo Sibi Ipse Causam Possessons Mutare Potest." that a person cannot take legal action against the joint property for himself, therefore the existence of a prenuptial agreement can be considered as a necessity in marriage.

A marriage agreement or prenuptial agreement is an agreement made before the marriage takes place and binds the two prospective brides who will be married, the contents of which are about the distribution of assets between husband and wife which includes what belongs to the husband or wife and what is the responsibility of the husband and wife, or In the event of a divorce or death in one of the spouses, usually a prenuptial agreement is made for legal purposes for each other's property, husband or wife. Making a prenuptial agreement is allowed as long as it does not conflict with law, religion and decency, moral values and customs.

All legal actions related to joint property must have the consent of both parties, in this case husband and wife, if it is violated, the consequences of the act are one of the parties can file an objection. Based on the description above regarding the existence of joint property of husband and wife, there are many cases regarding this joint property, such as the case that was submitted to the Ternate Religious Court where between husband and wife who are going to divorce dispute their joint assets after the divorce decision has permanent legal force.

The chronology of the case where the wife is the plaintiff in her lawsuit dated June 14 which is registered with the Registrar of the Ternate Religious Court on Thursday, June 25, 2020 with case register Number 343/Pdt.G/2020/PA.Tte has filed a lawsuit which reads as follows: That the Plaintiff and the Defendant have entered into a legal marriage which was recorded by the Marriage Registrar of the Office of Religious Affairs, Central Ternate District, Ternate City according to the Marriage Certificate, that in the marriage between the Plaintiff and the Defendant there was no agreement on the separation of assets, so that the acquisition of assets during the marriage becomes a joint property that must be divided in two after the divorce, the marriage between the Plaintiff and the Defendant has been terminated due to divorce based on the Ternate Religious Court Decision, for this decision the plaintiff and the defendant did not file legal remedies so that the decision has permanent legal force (Inkracht Van Gewisjde) and deed has been issued a Divorce, that after the marriage of the Plaintiff and the Defendant has been terminated, the distribution of joint assets can be carried out; the assets obtained in the marriage bond between the Plaintiff and the Defendant,

because there has been a divorce, the joint property should be shared between the Plaintiff and the Defendant according to the applicable law based on Article 35 paragraph (1) of Law Number 1 of 1974 Jo. Article 97 Compilation of Islamic Law The plaintiff is entitled to half the joint property, therefore to the joint property. The Plaintiff requested the distribution of joint assets in accordance with the provisions of Islamic law, after the divorce between the Plaintiff and the Defendant and after the decision had permanent legal force, the Defendant did not want to share the property, the Defendant continued to control and enjoy the results unilaterally even the Plaintiff had tried through the family but did not succeed until the lawsuit was registered. The defendant did not have good faith to distribute the joint property belonging to/part of the plaintiff.

Based on the chronological description of the case above, the post-divorce distribution of joint property called gonogini property raises the question whether the defendant's act of not wanting to share the post-divorce joint property which has become gonogini property is a justified act, where is the legal force of the Religious Court's decision that has permanent legal force is carried out by the parties.

The above makes researchers interested in conducting further research on joint property disputes after divorce without a prenuptial agreement by raising the title of the research "Juridical Analysis of the Position of Joint Assets" (Civil Decision Number 343/Pdt.G/2020/Pa.Tte ) as a thesis, which aims to analyze how the mechanism for the distribution of joint property after divorce without a prenuptial agreement (prenuptial agreement). and what are the legal consequences if one of the parties does not carry out the decision of the Religious Court judge regarding the distribution of joint property which already has permanent legal force (inkracht van gewijsde). Which theoretically can contribute ideas for law, especially civil law, especially regarding prenuptial agreements and joint property and provide scientific contributions in legal science, contribute ideas for reform in the civil field, especially regarding the urgency of prenuptial agreements in terms of regulating joint assets as well as a foothold and reference to further studies related to improving the ability to understand legal science, especially regarding agreements on joint assets so that they can be used as further material.

## II. RESEARCH METHOD

The research method used in collecting data for writing this thesis is as follows:

### **Types and Nature of Research**

This type of research is a normative juridical type, which is a research method which is a type of sociological legal research and can be referred to as field research, which examines the applicable legal provisions and what has occurred in people's lives. This study uses a statutory approach, a concept and case approach. Especially in this case regarding the analysis of the agreement in the Civil Code and the regulation of joint property and the strength of the judge's decision.

### **Types and Sources of Data**

The data collected in this study can be classified into two, namely:

- a. Primary data (field research) in the form of data obtained directly by researchers in the field by means of interviews or observations.
- b. Secondary data (library research) in the form of literature and other library sources, namely the Marriage Law Number 1 of 1974, the Civil Code. Law number 50 of 2009 concerning the Religious Courts and the Compilation of Islamic Law (KHI) and important archives in the form of decisions at the Religious Courts of the City of Ternate.
- c. Tertiary Data in the form of materials providing explanations for primary and secondary data such as internet materials, judicial varia magazines.

### **Data Collection Techniques**

The data collection techniques of this research consisted of the main data collection techniques and the supporting data collection techniques. The main data collection technique is the researcher

himself while the supporting data collection techniques are a list of questions, field notes. Field data collection will be carried out by means of interviews, both in a structured manner. Structured interviews were conducted with guidelines on a list of questions that had been provided by the researcher. The material is expected to develop according to the answers of the informants and the developing situation.

### **Data Analysis Techniques**

Data analysis in this study was carried out qualitatively, namely from the data obtained and then compiled systematically, then analyzed qualitatively to achieve clarity of the problems discussed. Qualitative data analysis is a research method that produces descriptive data analysis, namely what is stated by the respondent in writing or verbally as well as real behavior, researched and studied as a whole. The meaning in the analysis here is intended as an explanation and interpretation in a logical, systematic manner with a sociological approach. Systematic logic shows how to think deductively by following the rules in writing scientific research reports. After the data analysis is complete, the results will be presented descriptively, namely by telling and describing what is in accordance with the problems studied. The results are then drawn a conclusion which is the answer to the problems raised in this study.

## **III. RESULT AND DISCUSSION**

### **Mechanism of Shared Assets After Divorce Without a Prenuptial Agreement (Prenuptial Agreement)**

#### **a. Distribution of Shared Assets Post-Divorce in Civil Law**

Divorce is an event that can happen in the life of every married person for various reasons. A husband or wife who feels they can no longer survive in the household will file for divorce in court. After the divorce decision is issued by the court and has permanent legal force, of course there are several things that need to be taken care of, one of which is taking care of the distribution of joint assets.

Before entering into the division of joint property, it is necessary to first know that in marriage, there are two types of property ownership, namely:

##### **a. No Marriage Agreement**

If there is no marriage agreement between husband and wife, then between husband and wife there is a mixture of assets called joint property.) In civil law, there are two different concepts regarding the concept of joint property. For couples who were married before 1974, the definition of joint property is in accordance with Article 119 of the Civil Code (KUHPerdata), namely: "From the moment the marriage takes place, according to the law there is a total joint property between husband and wife".

This means that when the marriage takes place, there is a mixing of assets between husband and wife, both assets obtained before marriage and assets obtained during marriage. In contrast to the Civil Code, Law no. 1 of 1974 concerning Marriage in Article 35 distinguishes joint assets from inherited assets. Joint assets are assets obtained at the time of marriage, while innate assets are assets obtained before the marriage. This regulation is intended for couples who get married after 1974. The legal consequence of not having a marriage agreement is that ex-husbands and ex-wives have to divide their assets into joint assets after divorce

##### **b. By Marriage Agreement**

Between husband and wife there is a clause on the separation of assets from before or at the time of marriage which is stated in the marriage agreement. The legal consequences, if divorced, there is no division of joint property. Each party will get the property registered in their name. The parties who at the time of their marriage did not make a marriage agreement and divorced must make the distribution of joint assets after the divorce decision has

permanent legal force. This is because divorce does not automatically divide joint property. If the distribution is not carried out, there are consequences that must be borne, namely every legal action against assets registered in the name of one of the parties, whether in the name of the husband or wife, must obtain the approval of the ex-wife or ex-husband. This of course will make it difficult for the parties if they want to take legal actions against joint assets. There are two ways that can be done to distribute joint assets after a divorce, namely: To appear before a Notary to make a Deed of Distribution of Joint Assets. File a lawsuit for the distribution of joint assets to the District Court at the defendant's residence. It should be remembered that a lawsuit for the distribution of joint assets cannot be filed at the same time or at the same time when filing a divorce suit because each lawsuit stands alone and has different substances. This is in accordance with the Supreme Court Jurisprudence No. 913 K/Sip/1982, dated May 21, 1983, which states "A lawsuit regarding divorce cannot be combined with a claim for marital property" and Supreme Court Jurisprudence No. 1020 K/Pdt/1986, dated September 29, 1987, which said "Similarly, a claim for the distribution of joint property cannot be filed together with a divorce suit." Therefore, a lawsuit for the distribution of joint property can only be filed if the divorce has received a decision that has permanent legal force (Inkracht Van Gewisjde).

c. Case Position

This case is a Divorce Lawsuit whose lawsuit is dated June 14 which was registered at the Registrar of the Religious Court of Ternate on Thursday, June 25, 2020 with case register Number 343/Pdt.G/2020/PA.Tte, the lawsuit reads as follows:

1. That the Plaintiff and the Defendant had a legal marriage on October 4, 2009 coinciding with 16 Shawwal 1430 Hijri which was recorded by the Marriage Registrar at the Office of Religious Affairs, Central Ternate District, Ternate City according to the Marriage Certificate Number: 759/21/X/ 2009;
2. Whereas in the marriage between the Plaintiff and the Defendant there is no agreement on the separation of assets, so that the acquisition of assets during the marriage becomes joint property which must be divided in two after the divorce;
3. That the marriage between the Plaintiff and the Defendant had been terminated due to divorce based on the Ternate Religious Court Decision, Number: 589/Pdt.G/2019/PA.Tte, dated February 5, 2020, for this decision the plaintiff and defendant did not file any legal remedies so that the decision has permanent legal force (Inkracht Van Gewisjde) and has issued a Divorce Deed Number: 589/Pdt.G/2019/PA.Tte;
4. Whereas the marriage of the Plaintiff and the Defendant has been terminated, the distribution of joint assets can be carried out;
5. Whereas the Plaintiff and the Defendant during the marriage have obtained joint assets in the form of:
  - a) A plot of land and a house building, the residence of the Plaintiff and the Defendant adjacent to the building where the business used to be called Cafe Acoustic is now Asmara Cafe, with Certificate of Ownership Number: 112 Area 345 m<sup>2</sup> in the name of the Defendant's Mother (Yuni Kristanti), which object the case that the house is joint property and at the time of purchase the Plaintiff and Defendant bought the object and after that the Defendant took care of the issuance of the Certificate of Ownership so that the Defendant used the name of the Defendant's mother (Yuni Kristanti) without the Plaintiff's knowledge, as for the following limits: North side is bordered by Highway; To the south, it is bordered by Ismail H Kaida's house; To the east it is bordered by Kali Mati; In the west it is bordered by Cafe Acoustic/Cafe Asmara.
  - b) The land and building of the Acoustic Cafe is now named Asmara Cafe in the Maliaro Village, Central Ternate District, Ternate City, where the object of the case is based on the Certificate of Ownership Number: 739 on behalf of the Defendant with an area of

approximately 900 m<sup>2</sup> (the certificate of ownership is combined with the land posita Lawsuits 5.3 and 5.4 which are controlled/held by the Defendant's Mother) with the following limits: North side is bordered by Highway; To the south, it is bordered by Ismail H Kaida's house. To the east, it is bordered by the Plaintiff's and Defendant's houses in posita 5.1 above and Kali mati. On the west side, it is bordered by land that is used as a parking area and the place of business for Las Andika's workshop/Defendant.

- c) Andika Workshop Land and Building (partly used as a parking lot) in the Maliaro Village, Central Ternate District, Ternate City, in which case the object of the case is based on the Certificate of Ownership Number: 739 on behalf of the Defendant with an area of approximately 900 m<sup>2</sup> (the certificate of ownership is combined with the land posita). Lawsuits b and d are controlled/held by the Defendant's Mother) with the following limits: To the north, it is adjacent to the Cafe Acoustic parking lot, now Cafe Asmara; To the south it is bordered by Ismail H Kaida's house; In the east, it is bordered by Cafe Acoustic, now Cafe Asmara; On the west side, it is adjacent to the Plaintiff's and Defendant's houses which are now occupied by the Defendant's mother.
- d) Land and building on the 2nd (second) floor of the house which is now occupied by the Defendant's mother in the Maliaro Village, Central Ternate District, Ternate City, the object of the case is based on the Certificate of Ownership Number: 739 on behalf of the Defendant with an area of approximately 900 m<sup>2</sup> (certificate of title). The property is combined with the land posita in Lawsuits 5.2 and 5.3 which are controlled/held by the Defendant's Mother) with the following boundaries: North side is bordered by Highway; To the south it is bordered by Ismail H Kaida's house; In the east it is bordered by the Andika Welding Workshop and Parking Area; In the west it is bordered by the Regional Office of the Ministry of Law and Human Rights, North Maluku.
- e) The Acoustic Cafe equipment which is now called Asmara Cafe was built in 2015 and opened in September 2015 which was purchased around 2015, when the Plaintiff and Defendant were still together as husband and wife. The equipment is now still in the Acoustic Cafe, now the Asmara Cafe is as follows: (One) Yamaha PSR-S770 Brand Keyboard; 1 (One) Unit Stereo Mixing Amplifier brand BMB – DA-2000; 1 (One) Huper QA 15 A Sound System; (One) Yamaha Bass Guitar; 1 (One) Drum Brand Yamaha Trigger Module DT Y 502; 1 (One) Hartke H050 Brand Guitar Sound; 2 (Two) BMB Brand Active Speakers; 21 (Twenty one) Medium hand-held cups; 31 (Thirty one) Small handheld cup; 50 (Fifty) Glasses of Milkshake; 100 (one hundred) Vietnamese Cofee Glasses; 4 (four) Cups of Cofee Stew; 3 (three) Rock Presso Coffee ; 4 (four) Shacker Units; 1 (one) Coffee Grinder Machine Unit; 1 (one) Unit of Hario Brand Coffee Bean Grinding Machine; 1 (one) Siphon Unit; 1 (One) Mixer 16 Chanel Brand Yamaha MG 16 YU; 2 (two) 42 Inc flat-screen televisions; 49 (forty nine) Cafe Acoustic Table Units; 134 (one hundred and thirty four) units of Cafe Acoustic Chairs; 9 (Nine) Regency Tornado Brand Fan Unit 20 inc 11 (eleven) units of garden lights; 1 (One) Chiller Model SLLA – 4500 L3 Frequency 50 Hz; 1 (One) Chiler Under Counter; 2 (two) units of Miyako brand Electric Megicom Rice Cooker; 1 (One) Getra Model C5- 1995 Blower 250 Watt 220 v; 1 (One) Politron Brand Refrigerator; 4 (four) Gas Stove Units of Rinnai and Hock brands; 1 (one) Large Gas Stove Unit; 1 (one) Large Gas Oven Unit; 1 (One) unit of Maksindo brand meat cutter model Mks- Bsw Power 650 Wat; 1 (One) Unit of Black Richey Polygon brand bicycle; 1 (one) Unit of Ontel Bicycle ; 1 (one) Unit Freezer Brand Modena ; 1 (one) unit of cash register with Quinos brand; 1 (One) Unit Bar Tender Table.
- f) A plot of land located in Kastela Village, Ternate Island District with a land size of approximately 6000 m<sup>2</sup> (temporary title certificate as collateral to the Bank), while the

boundaries are as follows: To the north it is bordered by the Land and Building of Ishak Naser's House; To the south it is bordered by Fort Kastela ; East side is bordered by Kastela Highway; In the west it is bordered by Mrs. Nurjannah's house.

- g) Movable joint assets in the form of 1 (one) unit of red minibus (carry) with Police Number: DG 1119 KU which was purchased when the Plaintiff and Defendant were still together and used for the operation of Andika Workshop (Surat Tanda Motor Vehicle (STNK)) and the Motorized Vehicle Ownership Book (BPKB) is held by the Defendant).
- h) Movable joint property in the form of 1 (one) unit of black Mitsubishi L-300 Car with Police Number: DG 8575 KU which was purchased when the Plaintiff and Defendant were still together and used for Andika Workshop operations (Surat Tanda Motor Vehicle (STNK)) and the Motorized Vehicle Ownership Book (BPKB) is held by the Defendant).
- i) 1 (one) unit of Black Sticker Cutting Machine purchased for Rp. 25,000,000,- (twenty five million rupiahs) when the Plaintiff and Defendant were still together and are now in the Andika Las Workshop.
- j) 2 (two) units of Genset Engine
- k) 2 (two) units of odong-odong assembled car for Rp. 40,000,000.00 (forty million rupiah).
- l) (one) unit of green Dirt Bike (Surat Tanda Motor Vehicle (STNK) and Motor Vehicle Ownership Book (BPKB) are held by the Defendant);

Whereas based on Article 35 paragraph (1) of Law Number: 1 of 1974 Jo. Article 97 Compilation of Islamic Law The Plaintiff is entitled to half of the joint property, therefore the Plaintiff asks for the distribution of the joint property in accordance with the provisions of Islamic law

#### IV. CONCLUSION

Based on the foregoing, it can be concluded that joint property disputes are based on the provisions of Article 37 of Law Number 1 of 1974 concerning Marriage which reads: If a marriage is dissolved due to divorce, property is regulated according to their respective laws, and Article 97 of the Compilation of Laws "Widows or widowers divorced, each of them is entitled to one-half of the joint property as long as it is not stipulated otherwise in the marriage agreement. Regarding the judge's consideration, it was stated that with respect to these objects, at trial the Defendant was also unable to show proof of ownership and year of acquisition, nor could the witnesses presented be able to explain the type, year of acquisition and status of the object, as well as when inspection at the place where the object in question is not found, so that the object must be declared unproven and deserves to be declared unacceptable. Also, that based on the provisions of Article 37 of Law Number 1 of 1974 concerning Marriage jo. Article 97 Compilation of Islamic Law, because the marriage has been broken up due to divorce, then for the assets that are designated as joint property of the Plaintiff and Defendant, each Plaintiff and Defendant are entitled to one-half of the joint property. So that in the Court's Decision, the Judge granted the Plaintiff's claim in part and determined that the Plaintiff and Defendant were each entitled to (half) of the joint property.

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