



## Prenuptial Agreement in Manuscript *Serat Ambiya Pelemgadung*, Sragen, Jawa Tengah



*Article History*  
Submitted: 09-10-2021  
Revised: 18-06-2021  
Approved: 31-06-2021



**Luthfi Maulana**  
Luthfy.maulana@gmail.com  
Pascasarjana UIN Sunan Kalijaga

**Syamsul Arifin**  
syamsul.arifin@uin-suka.ac.id  
UIN Sunan Kalijaga

**Imam Nawawi**  
20201021012@student.uin-suka.ac.id  
UIN Sunan Kalijaga

**Ahmad Wahyu Sudrajad**  
assafahmadkhan@gmail.com  
Universitas Sanatha Dharma

**Annisa Cahyaningsih**  
annisa.cahyaningsih@anu.edu.au  
The Australian National University

### Abstract

This study examines the prenuptial agreement in *Serat Ambiya Pelemgadung*, Sragen, Central Java, Indonesia. The agreement is a special power considering that some of the existing *serat* texts are used in photographing husband-wife relationships when they are legal. Therefore, the purpose of this article is to compare the characteristics of *Serat Ambiya Pelemgadung* with others. In addition, what is the framework and meaning of the prenuptial agreement in *Serat Ambiya Pelemgadung*. This goal is expected to be achieved by selecting philological, hermeneutical and literature studies methods. There are several things that need to be underlined in this study, in the end, that *Serat Ambiya Pelemgadung* differs from the content of *Serat Ambiya' Pelemgadung* produced by Hamengku Buwono V's scriptorium. The philosophical framework and meaning of pre-nuptial agreements are inclined to matrilineal cultural values, such as; a) a commitment to love and provide for his wife, b) provide a business field for his wife, to prepare for the children's old age. the husband, c) bear all the debts of the wife before the marriage, and forbid his wife from debts in the future, and d) the husband promises not to use and demand all of his wife's property.

**Keywords:** Prenuptial Agreement, *Serat Ambiya Pelemgadung*, Husband-wife.

URL: <http://e-journal.iainpekalongan.ac.id/index.php/Hikmatuna/article/view/2957>

DOI: <https://doi.org/10.28918/hikmatuna.v7i1.2957>

### Abstrak

*Penelitian ini mengkaji perjanjian pra nikah (premarital agreement) dalam Serat Ambiya Pelemgadung, Sragen, Jawa Tengah, Indonesia. Perjanjian tersebut menjadi daya tersendiri mengingat beberapa teks serat yang ada dijawab dalam memotret hubungan*

*suami-istri ketika sah. Oleh karena itu, tujuan dari artikel ini adalah bagaimana karakter serat ambiya pelemgadung dibandingkan dengan serat-serat lainnya. Selain itu, bagaimana kerangka dan makna perjanjian pra nikah dalam serat ambiya. Tujuan tersebut diharapkan tercapai dengan pemilihan metode filologis, hermeneutis dan kajian Pustaka. Beberapa yang perlu digaris bawahi dalam penelitian ini pada akhirnya bahwa Serat Ambiya Pelemgadung berbeda dari kandungan Serat Ambiya' hasil skriptorium Hamengku Buwono V. Adapun kerangka filosofis dan makna perjanjian pra nikah condong kepada budaya nilai budaya matrilineal, seperti; a) komitmen untuk mencintai dan memberikan nafkah istrinya, b) menyediakan ladang usaha untuk istrinya, guna mempersiapkan hari tua anak-anak. suami, c) menanggung semua hutang istri sebelum pernikahan, serta melarang istrinya dari hutang di kemudian hari, dan d) suami berjanji untuk tidak menggunakan dan meminta semua harta istrinya.*

**Kata kunci:** Perjanjian Pra Nikah, Serat Ambiya Pelemgadung, Suami-Istri

## A. INTRODUCTION

*Serat* is a primary sources of historical writing (Sedyawari, 1997, p. 78). Serat Ambiya, for example, is a result of the HB V scriptorium, a collection of Sonobudoyo, Yogyakarta, that describes the acculturation of Javanese and Islamic culture, to affirm the king's position status as heir the successor to the culture of the Mataram kingdom of Kartasura. Serat Ambiya Pelemgadung, a collection from the Education and Culture Office of Sragen City, Central Java, emphasizes the discussion on premarital agreements. In this regard, Serat Ambiya Pelemgadung is similar to Serat Warayag, which was written by Mangkunegara IV (1856 AD), that also discusses marital preparation (Kolik, 2017, p. 35).

The ideal husband and wife relationship is the main topic in various Serat texts. In Serat Suluk Residriya and Serat Wulang Putri, the personality of Javanese women is described in the perspective of feminism, in which women are subordinated to men, have the right to use but not possess, are sexual objects, and are subject to polygamy. Women must have many children. Although it is also described that men and women have equal rights to be recluses, knowledgeable, capable, brave and great, and affluent (Widyastuti, 2014, p. 115). The journey of a woman's life and her husband's obligations are described in *Mas Sasra Sudirja's Layang Sri Juwita* text. Women and husbands must complement each other, yet it is the husband's obligation to care for the family's necessities (Widiyono, 2015).

The ideal husband-wife relationship in various Serat in the archipelago is saturated with the spiritual influence of Islam. The introduction of Islam succeeded in enriching the archipelago's literary assets in general, and Java in particular. *Serat Patimah*, for example, displays Javanese Islamic values containing the Prophet Muhammad's advice to his daughter, Sayyidah Fatimah. According to this *Serat Patimah*, a wife must respect, love, always serve, and obey her husband. In addition, a wife must respect their guests in order to maintain her husband and family's good repute. All of Serat Patimah's proposals are based on Islamic beliefs (Anggraeni, 2017, p. 117). On the other hand, *Serat Piwulang Estri* is more specific about women (wives) taking care of their health. This text expects women to always take care of their health for the sake of household happiness (Ismawarsari et al., 2016, pp. 18–19).

Serat Ambiya Pelemgadung is unique among existing literature and prenuptial agreement laws. Some of the points of the agreement have met the main requirements,

such as paying off a wife's debts, which will be borne by her husband. However, Serat Ambiya' describes a wife who is forbidden to be in debt back. Serat Ambiya' also mentions the amount of income for the wife that will be received by the husband, but at the same time the husband will provide a house as a place of business, where the profits from the business will be reported to their descendants. In addition to this theme, fiber ambiya' has its own charm by discussing pre-nuptial agreements. One of the issues that must be understood by humans before deciding to get married.

Prenuptial agreements are now legally binding in the modern day. The Uniform Premarital Agreement Act (UPAA). This UPAA outlines the procedures that must be followed while drafting a prenuptial agreement. It allows countries that have adopted it to modify the original statute to accommodate the needs of specific jurisdictions. It is a law designed to provide clarity to couples who wish to make a prenuptial agreement (Curry, 2010, p. 373). According to Haupt (2002, pp. 34–35), a prenuptial agreement is suitable for both parties (husband and wife) who are planning a wedding and have joint assets. It is revision requires the waiver (wife) to be given no later than seven days after the agreement was first submitted in order to determine whether to defend the points, request a revision, and sign the agreement. It is also requires that the agreement must be signed by both parties at least seven days before the wedding (Oldham, 2011, pp. 111–113).

Carter (2016, pp. 367–369) suggested that a collaborative approach should be applied to prenuptial agreements, in which both partners consult a single attorney who can assist and guide them through the legal process of setting their marriage goals and expectations. Doherty (2016, pp. 41–42) expressed a similar viewpoint, stating that if two parties are unable to draught a prenuptial agreement, the job for assembling these points might be delegated to lawyers and legal experts. Servidea (Servidea, 2005, pp. 546–548) expresses a more interesting point of view, arguing that while examining the rational of prenuptial agreements, the law must consider the perspective of state interests. aspects of the waiting period, mandatory counseling, and the presence of independent legal counsel, for example, must all be completed.

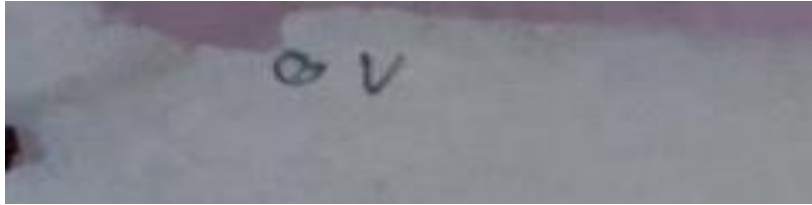
The explanation above brings its own reasons for the birth of this research. This article, at least wants to dive deeper into the uniqueness contained in the serat ambiya' pelemgagung, Sragen, Central Java, Indonesia compared to the existing serats. In addition, this study aims to reveal the theoretical framework and meaning of the prenuptial agreement contained. Of course, the aim is nothing but to get a definite picture of the context surrounding the birth of the serat ambiya pelemgagung'. This goal is expected to be achieved by choosing philological, hermeneutical and literature studies in this research

The study, further, used a philological approach; present the content, the analysis was carried out, text revisions as the initial stage, and etc (Sudardi, 2003, p. 33). The modified text was followed by the transliteration and transcription (Baried, 1994, pp. 77–79). The last step is manuscript creation. It is an attempt to collect all manuscripts in private or institutional collections. Data processing and analysis is are carried out using the hermeneutic text theory, which describes and reveals the substance of critically researched text in relation to socio-historical life (Susanto, 2016, pp. 7–8). The theory of hermeneutic interpretation has been used to analyze premarital issues by Holman to examine the bias and prejudice aspects in it (2001, p. 177).

## B. DISCUSSION

### 1. General Depiction of Serat Ambiya Palembangdung

Serat Ambiya Manuscript is no longer intact due to the loss of some texts Serat Ambiya script in Palembangdung starts from page 56 with Arabic letters used for numbering.

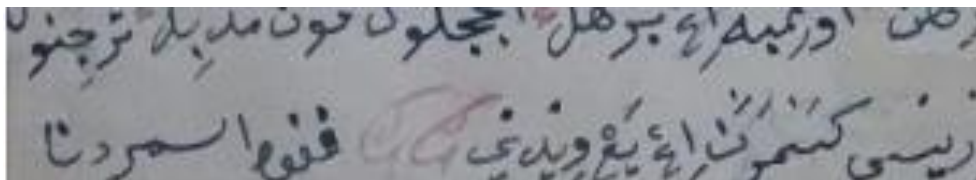


**Figure 1**, The number is-57 if it is Latinized, page 2 of the manuscript Serat Ambiya Palembangdung

This manuscript uses Arabic-Pegon letters throughout, as well as Javanese in the form of macapat songs. This manuscript starting from page 56 tells of Qabil and Abil:

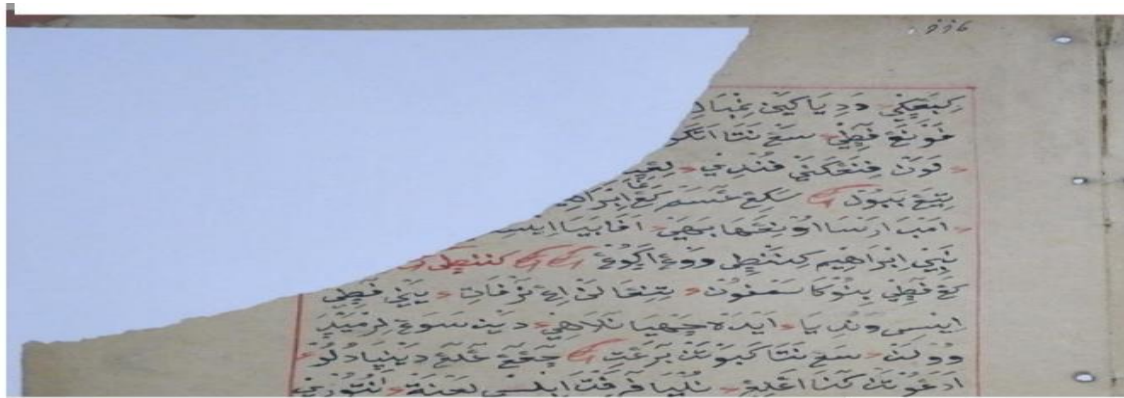
*Mudar \* mankana sirâ sang qabil sinuwun laknat \* tur sidâ mati kafir \* wus hukumè wèwâng bilih ângolehâna \* wèwâng utang anyahuri ingkang utang pèjah \* ya nyahure pèjah \* utang lâra nyâhure sakit \* ingkang utang wirâng \* nyahure isin \* kawanaha ing wahu beginda adam \*Mudar (unknown because the previous sentence is not known) \* maka kamu sang qaabil meminta laknat \* kemudia jadi mati kafir \* sudah hukumnya orang memperoleh apa yang seharusnya ia peroleh \* orang hutang harus membayar kepada hutang orang mati(nyawa) \* ya membayarnya dengan kematian (nyawa)\* hutang sakit membayarnya sakit \* jika hutang mempermalukan (seseorang) \* maka membayarnya juga harus mempermalukan dirinya sendiri \* itu semua tadi baginda adam.*

The author appears to have left page 4 blank because the next pages 5 and 6 contain the agreement and on that page there are two names, Muhammad Sarbini and Muhammad Ngulama'. Furthermore, there is a number 1837 Jim Awal (Arabic Pegon) stated in the manuscript. If it is still valid, then the manuscript is written in 1907M. On the sidelines, he wrote that there was a letter of agreement in it regarding the rental of houses and land between Muhammad Sarbini and Muhammad Ngulama. Next, page seven is a continuation of the story that began on page 56 (Pegon figures) and in the middle of the sentence the type of song is written using different ink, i.e. if the whole passage is dominated by black ink, then the song uses red ink in the marker to differentiate itself.



**Figure 2**, After the red mark, if it is Latinized, it is read as Pupuh Asmarandana, which is on page 60 of the Pegon figure or page 7.

Based on page 7, it can be concluded that the 55 missing pages could be stories in the form of songs. If we think about it, it may contain information from Adam's creation until his descent to earth. This can be seen from the story on page 56, which tells about the children of Qabil and Abel, followed by a story about the prophet Sis. The story gives an illustration of the possible missing contents of the previous manuscript. On the other hand the degradation in the manuscript caused by age factor (weathering), rengat (paper-eating animals), and a lack of maintenance results in a large number of missing and torn pages as on pages 63-66 116-119, 137-138, 155-156, 171-172, 174-175, 179-180, 181-182, 182-183, 199-200, 211-212, 259-162, 271-272, 281-282, and 283-314. The three elements listed above have a significant impact on the condition of this manuscript. This can be seen from the the damage's appearance,



**Figure 3**, One of the damage types contained in the manuscript page 63 (116 in Pagon figures)

Overall, this manuscript is very neat and orderly, with the exception of a few writings that use inconsistent letters or *syakal* (punctuation marks). This inconsistency was caused by the sentence that the *gatra* teacher had to adapt to the Javanese song. For example, there is a sentence where *koyota* becomes *yata*, which implies the same thing, namely like. There is also a red line in this text that demonstrates the neatness of writing and the consistency of the straightness of writing sentences. This manuscript only tells of the prophets reaching Solomon on page 314. It is possible that this manuscript still has a continuation or that the following chapters are likewise lost, as in the early chapters of this manuscript. Unlike pesantren writings in general, there is no cover in the final chapter. it only talks about the prophet Sulaiman and the last part cannot be read because it is very badly shredded. In addition to the prophets' stories that should be known, there are numerous noteworthy stories such as the story of Abel and Qabil, and the prophet Sis.

This Pelemgagung manuscript, has 314 pages if measured in pages. This manuscript is 15 cm wide and 25 cm long, and it was written in red and black ink. This manuscript's paper was made from daluwang, however the type of paper appeared to be of poor quality because, based on the damage (weathering), this manuscript is readily torn despite being just about 100 years old. This manuscript is neatly bound use with thread but there is no cover, Which is attached to the the manuscript. This is probably due to the lack of care that made this manuscript to lose several pages including the cover. This can be seen from the beginning of the manuscript, which begins on page 56 and finishes only with the incomplete story of the prophet Sulaiman-

Most scholars in the pesantren tradition start and finish their writing with a prayer and a prologue, In addition to that, the manuscript also end with wa allahu 'alam sentence, ~~this~~ which is related to what he has written that is he returns it to God who gave him knowledge. It is surprised anyone if it can be concluded that this manuscript still has a continuation or an early chapter and in the end a lot has been lost.

Serat Ambiyō manuscript which was found in Pelemgadung Sragen, after further investigation, is currently being treated and stored as a collection of the Education and Culture Office of Sragen City. It happened because when this manuscript was found, there were no heirs and the caretaker or the owner was no longer in the Sragen area, making this manuscript an unoccupied and abandoned item. There fore the Education and Culture Office of Sragen city promptly kept the manuscript as historical evidence, of the spread of Islam-Sragen region.

Transliteration	Translation
<i>Wānāgir pāng-pāng 7 rajab tahun jim āwal 1838</i>	<i>Wanagiri, the 7th of Rajab, Jim's Early Year 1838</i>
<i>Kulā raden nganten Muhammad ngūlamā sampun pèrjanjèn kaliyan simah kulā</i>	I am Raden Nganten Muhammad Ngūlamā have made an agreement with my wife
<i>Muhammad ngūlamā kadās ing ngandap punikā</i>	Muhammad Ngulama, as written below
<i>Bab I belanjipun simah kulā pitung (60) rupiah kulā ingkang nampati</i>	Article I: my wife spends Rp. 60 – I must fulfill
<i>tuwin ngereakèn kahanggè lèladās nartā rumeksā perjan-ipun simah</i>	and directs the place of property as a request in the wife's agreement
<i>kulā kaliyan pantesipun</i>	I deserve it
<i>Bab II Ngriyā tuwan panèdā wèdèlèk punikā dadāsaken kawulā</i>	Tuwan's house was appointed to be borrowed and I made
<i>sihisinipun ingkang sampun wèwanton puniko dados gadahan kulā</i>	everything that already exists is mine
<i>punopā sa'ajeng kulā nanging menawi simah kulā gadah kajeng</i>	What I have my wife will have
<i>tetambas buku-buku tawi kitab-kitab punopā malih menawi wewanti</i>	buy books or Holy books, let alone later
<i>paserahan pakumpulan tuwane nyumbang kedah ngawāwantanaken</i>	his old association said it would give support
<i>autus kulā kedugi manjudā</i>	like sending a messenger to come to me
<i>BAB III Pepayunipun simah kulā punāpā malih pènganggè kulā tuwèni</i>	Article III The behavior of my wife's (book/book sales), let alone the one used, I will show it

<i>anak-anak kawulā piyambak ingkang maujūdakèn</i>	to my own children who made it happen
<i>BAB IV simah kulā mboten kulā hèrè pados sambutan dènè sambutan</i>	Article IV I do not allow my wife to seek a loan. Temporary loan
<i>ingkang sampún kajèng kulā piyambak ing kang nyahūri</i>	what has been done (wife), I myself will pay for it.
<i>BAB V Menawi wewānten harta rerayat perkawis kulā mboten bedā</i>	Article V Or there is wealth from the people, I don't
<i>njaluk utawi nyimpèn nanging mènawi harta rerakyat</i>	Request or want to keep it, if it's the people's property
<i>BAB VI Menggah saening ngriyā tuwèni pager-pager sartā kèbon</i>	Article VI That's why the goodness of the house is seen first by the fences and the yard
<i>punāpā dène mènawi bedo kèdah damel matur semnipun munopā kulā</i>	If later there is a difference, it can be made negotiations about it, do I?
<i>piyambak ing kang mernahakèn</i>	I fix by myself
Muhammad Ngūlamā — Muhammad Sarbini	Muhammad Raden Ngulama — Muhammad Sarbini

*Table 1, Manuscript Content*

## 2. The Points of Prenuptial Agreement

Prenuptial agreements, according to Oldham (2011, pp. 97–98), last for a long time, starting a few days before the marriage contract and ending several days after the marriage contract. It is intended for both parties (husband and wife) to be able to make more mature decisions by considering all the consequences that may arise. This Serat Ambiya displays a prenuptial agreement between Raden Muhammad Ngulama and his wife, that involves a third party represented by Muhammad Sarbini. As can be seen from the Serat text, which reads: "*Kulā raden nganten Muhammad ngūlamā sampun pèrjanjèn kaliyan simah kulā,*" Raden Muhammad Ngulama had made agreements with his wife before the points of the agreement involve implicated a third party, namely Muhammad Sarbini.

## 3. Agreement on The Amount of Livelihood and Provision of Residence

The most important thing in a prenuptial agreement, apart from dowry and gifts, is the husband's obligations regarding maintenance (Pawitasari, 2020, pp. 29–31). Scholars have different opinions about the amount of maintenance that a husband must provide for his wife. Imam Malik, for example, was more likely to claim that Islamic law does not determine the amount of maintenance for the wife unless it is adjusted to the husband's ability to provide for his wife. Meanwhile, Imam Abu Hanifah argued that the quantity of a husband's income for his wife is adjusted to the place of residence, times, and conditions of the local community. As a result, Imam Abu Hanifa emphasizes on the social context of the community rather than the ability of the husband. Imam Syafii, on

the other hand, sets a limit on the amount of a husband's living for his wife. If the husband is rich, then the bare minimum is two mud, the amount of living for husbands from middle to lower class is half one and a half mud. A poor husband must support one young wife (Manshur, 2017, p. 22).

In the era of making Serat Ambia, the amount of income that Muhammad Ngalama had to offer to his wife was measured in rupiah, as stated in Article I: "My wife's expenses are Rp. 60- I am the one who fulfills and directs the place of property as a request in my wife's agreement." The first article of the manuscript consists of two important points: the wife's livelihood and the place of wealth. The wife's sustenance is stated as a sixty rupiah duty that will be borne by the husband to his wife. According to Mu'jamul Wasith book, a living is anything that a husband provides for his wife and family, such as food, clothing, and shelter. This sustenance also includes the wife's needs during childbirth, such as the cost of the midwife or doctor who assists with the delivery, the cost of medicines, and the cost of hospitals, which are all included in the definition of livelihood that is the fulfillment of the wife's biological needs.

The law regarding the husband's obligation to provide a living for his family is based on the Qur'an, hadith and Ijma 'ulama (Rozali, 2017, p. 194). Apart from the obligation to provide a living, the first article also discussed other aspects of the husband's obligations to his wife, such as the obligation to provide a place to live for his wife, even if it is obtained from borrowing. According to Siraj (1999, p. 333)(1999), a woman must submit to and support her husband even if the husband complains about the heavy debt burden of the loan, which is impossible to pay off without the lender's consent and release.

#### 4. Agreements Involving Third Parties

Article II of Serat Ambiya' describes the agreement between Raden Muhammad Ngulama and his wife to borrow Muhammad Sarbini's house as a place of business. The article reads: "*Rumah tuwan ditunjuk untuk dipinjam. Ini menjadikan seisinya (tempat) yang sudah ada ini menjadi milik saya.*" The background of Raden Ulama borrowing from Muhammad Sarbini was an agreement that had been made between Raden Ngulama and his wife and his wife's family, which is stated in article II: "*Kenapa dipunyai saya karena istri saya akan membeli buku-buku atau kitab-kitab. Apalagi mengucapkan akan melimpahkan perkumpulan tuanya untuk mendukung.*"

A borrower's obligation under Islamic law is to return the goods undamaged and unchanged (Sabiq, 2008, p. 43). The responsibility for borrowed goods, which is in line with the teachings of Islamic jurisprudence, is stated in Article VI: "*So the goodness of the house is seen first by the fences and the yard. If later there is a difference, a negotiation can be made about it, so that I can correct it.*" In Islamic law, this lending and borrowing is called 'Ariyah. There are several requirements for the borrowing things. First, the goods can be used without being destroyed or spent. On the other hand, something that may run out when used is ineligible as a loan item. Second, the goods lent are halal goods that can be used but they are not valid if they are being used for illegal activities (Wahab, 2018b, p. 97).

#### 5. Agreement For Old Age Preparation

Another reason Raden Muhammad borrowed from Muhammad Sarbini was the agreement between Raden Muhammad and his wife, who agreed to turn Muhammad



Sarbini's house into a 'shop' to sell books and Holy books. The profit from this joint business, has been agreed by Raden Muhammad and his wife to be handed over to their descendants, as stated in Article III: " *Lakunya dari (penjualan buku/kitab) istri saya, apalagi yang dipakai, saya perlihatkan ke anak-anak saya sendiri, yang diwujudkan.*" Risanto (2020, p. 75) said, with a prenuptial agreement that can regulate, then if you establish a business together, all parties have the right to enjoy the benefits of the business, including the sharing of property profits.

Based on Article III Serat Ambiyu, the business capital to buy and sell books and Holy books comes from the wife's family. Thus, the profits will be passed on to their children. This is reinforced by the sales of books and books are used as a living for their children. This article describes Raden Muhammad Ngulama and his wife's retirement plans. In Islam, the discussion of old age insurance has an important place because it is a long-term program that can be granted periodically at once before entering retirement (Harjono, 2020, p. 76). This lack of knowledge has the potential to the disrupt financial cash flow on a daily basis. Therefore, prior financial management experience is necessary. Individual experience is a process of learning how to manage financial planning and investment so that you can be focused and sensible while making financial decisions (Silvy & Yulianti, 2013, pp. 61–62).

## 6. The Agreement Not to Have Debt in The Future

There are many hadiths in Islam that urge debt avoidance. However, at the same time, there are also many hadiths that suggest offering loans to people who are in need of debt or loans. This is a spirit *sə* that allows Muslims to be debt-free (Wahab, 2018, p. 313). In Islam, a husband has the authority to prohibit his wife from taking on debt. In fact, this husband's prohibition can lead to the cancellation of duties, such as the obligation to perform the pilgrimage. If the only condition for the departure of Hajj is debt funds, then the husband forbids the wife to owe for the needs of the Hajj departure funds, then the obligation (Sabiq, 2008, p. 77).

The Prenuptial Agreement in Serat Ambiya Pelemgadung also discusses the prohibition of a husband to his wife to owe debts in the future. This can be seen from Article IV that reads: "*simah kulā mboten kulā hèrè pados sambutan.*" Meanwhile, all debts that have been carried out by the wife, based on the agreement in this Serat Ambiya', are the responsibility of the husband: "*dènè sambutan ingkang sampūn kajèng kulā piyambak ing kang nyahūri.*" This second case is referred to as *hiwalah*. It is the transfer of debt in Islamic economic law-

*Hiwalah* practice is part of human life in *muamalah*. Qur'an, Hadith, Ijma' and Qiyas serve as the legal foundation for the application of *hiwalah*. *Hiwalah* is not used and acts as a means of transferring money from one person to another or from one group to another, *hiwalah* is presently used in the banking system in the modern day. The debt transfer system is a transfer of debt burden from the person who owes it to the person who is obligated to pay, for example, because the levels of debt are comparable. *Hiwalah* mechanism is based on the principles of mutual assistance and solidarity in helping to ease the burden on people who are having difficulty paying off their debts so that financial circulation and economic dynamics in society are not disrupted. Transactions in the form of transfers are free of any type of usury (Nurazizah, 2020, p. 63).

## 7. Agreement Not to Use State Money

All realities of pro-people leadership have existed in Islamic history, during the Umayyad Caliphate, for example, many leaders persecuted the people, acted unjustly, acted authoritarily, and confiscated the people's property (Abidin, 1985, p. 11). In the tradition of Javanese kings, the idealism of protecting the people's property in order to avoid various political threats that harm state property is also applied. Therefore, the king is in charge of the property of his subjects (Onghokham, 1983, p. 82). The usage of public property has pros and cons. The kings in Java, for example, thought that collecting wealth from farmers was a good policy because it would aid in the management of the state. However, from the farmer's point of view, it is considered to be detrimental to the small people (Rais, 1986, p. 53).

Serat Ambiya implies that Raden Muhammad Ngulama's wife was a ruler, with authority over the people's property management. However, in their prenuptial agreement, as in the last article (V), Raden Muhammad Santri and his wife agreed that the husband would not take part of in the people's property, which may be under his wife's responsibility. Article V reads: "or there is property from the people, I do not ask for it or keep it, because it is the people's property." Article (chapter) shows two aspects at once; the husband's commitment not to take part of the people's property, a status statement regarding the existence of the people's property, both of which are managed by the wife and family. In other words, Raden Muhammad Ngulama is married to a the daughter of an official/ruler, If there is people's property under his wife and family's control, then Raden Muhammad Ngulama declares a commitment not to take part.

Raden Muhammad Ngulama's statement above is reminiscent of Islamic financial management principles. The caliph Umar bin Khattab ra is a well-known Islamic figures who are famous for staying away from people's property for personal gain, When appointed as a caliph, Umar announced his economic policy that he would carry out, which stated that one's rights to something did not need to be considered during disobedience. For this reason, regarding problems in managing assets, Umar stated three ways to manage state assets; take it in the right way, give it according to its rights, and prevent it from being false (Zainal, 2013, p. 60).

## C. CONCLUSION

Serat Ambiya Pelemgadung differs from the content of Serat Ambiya' produced by Hamengku Buwono V's scription. The philosophical framework and meaning of prenuptial agreements are inclined to matrilineal cultural values, such as; a) a commitment to love and provide for his wife, b) provide a business field for his wife, to prepare for the children's old age. the husband, c) bear all the debts of the wife before the marriage, and forbid his wife from debts in the future, and d) the husband promises not to use and demand all of his wife's property.

Various research findings on Serat Ambiya' Pelemgadung have limitations, particularly in terms of critical analysis and philological approach. The main limitations of this research must be complemented by subsequent studies. The most important thing that needs to be studied by further research is the historical approach, which looks at the historicity of the figures involved in the prenuptial agreement as the Serat Ambiya'. There are three figures that have not been traced: Raden Muhammad Ngulama, Muhammad Sarbini, and Raden Muhammad Ngualam's wife.

## REFERENCES

- Abidin, A. Z. (1985). *Khutbah Pembangunan dan Perjuangan*. Bulan Bintang.
- Anggraeni, M. (2017). Ajaran untuk Istri dalam Serat Patimah. *Nusa: Jurnal Ilmu Bahasa Dan Sastra*, 12(1), 115–125. <https://doi.org/10.14710/nusa.12.1.115-125>
- Baried, S. B. (1994). *Pengantar Teori Filologi*. Badan Penelitian Dan Publikasi Fakultas Sastra UGM.
- Carter, E. (2016). Rethinking Premarital Agreements: A Collaborative Approach. *New Mexico Law Review*, 46(2), 354–382.
- Curry, A. (2010). The Uniform Premarital Agreement Act and Its Variations Throughout the States. *Journal of the American Academy of Matrimonial Lawyers*, 23(2), 355–383.
- Doherty, M. C. (2016). Romantic Premarital Agreements: Solving the Planning Issues Without “The D Word.” *Journal of the American Academy of Matrimonial Lawyers*, 29(1), 35–55.
- Harjono, H. Y. (2020). *Pengembangan Dana Jaminann Hari Tua dalam Perspektif Hukum Islam*. UIN Raden Intan.
- Haupt, E. L. (2002). For Better, For Worse, For Richer, For Poorer: Premarital Agreement Case Studies. *Real Property, Probate and Trust Journal*, 37(1), 29–43.
- Holman, T. B., Birch, P. J., Carroll, J. S., Doxey, C., Larson, J. H., & Linford, S. T. (2001). *Premarital prediction of marital quality or breakup: Research, theory, and practice* (pp. xvii, 328). Kluwer Academic Publishers.
- Ismawarsari, F. Y., Hasanah, U., & Ningrum, D. K. (2016). Kesehatan Wanita Berdasarkan Studi Teks Serat Piwulang Estri dalam Kajian Filologi Sebagai Khazanah Kebudayaan Jawa. *Pelita - Jurnal Penelitian Mahasiswa UNY*, XI(2), 14–20.
- Kolik, K. (2017). *Etika pranikah menurut mangkunegara iv dalam serat warayagnya*. [Skripsi]. UIN Syarif Hidayatullah.
- Manshur, A. (2017). *Hukum dan Etika Pernikahan dalam Islam*. Universitas Brawijaya Press.
- Nurazizah, N. E. (2020). IMPLEMENTASI AKAD HIWALAH DALAM HUKUM EKONOMI ISLAM DI PERBANKAN SYARIAH. *TAFATTAH: Jurnal Hukum Ekonomi Syariah Dan Ahwal Syahsiyah*, 5(2), 59–74.
- Oldham, J. (2011). With All My Worldly Goods I Thee Endow, or Maybe Not: A Reevaluation of the Uniform Premarital Agreement Act After Three Decades. *Duke Journal of Gender Law & Policy*, 19(1), 83–131.
- Ongkhokham. (1983). *Rakyat dan Negara*. LP3ES.
- Pawitasari, E. (2020). *Muslimah Sukses Tanpa Stres*. Gema Insani.
- Rais, M. A. (1986). *Demokrasi dan Proses Politik*. LP3ES.

- RISANTO, F. M. F. (2020). *PERJANJIAN PRA-NIKAH DALAM PERSPEKTIF HUKUM ISLAM DAN HUKUM POSTIF DI INDONESIA (Studi Kasus KUA Kecamatan Banjarsari Kota Surakarta)* [Skripsi]. UNIVERSITAS MUHAMMADIYAH SURAKARTA.
- Rozali, I. (2017). Konsep Memberi Nafkah bagi Keluarga dalam Islam. *Jurnal Intelektualita: Keislaman, Sosial Dan Sains*, 6(2), 189–202. <https://doi.org/10.19109/intelektualita.v6i2.1605>
- Sabiq, S. (2008). *Fikih Sunnah*. Cakrawala Publishing.
- Sedyawari, E. (1997). Penggunaan Sastra Jawa Sebagai Sumber Sejarah. In *Sejarah Indonesia: Penilaian kembali karya utama sejarawan asing*. Pusat Penelitian Kemasyarakatan dan Budaya, Lembaga Penelitian, Universitas Indonesia.
- Servidea, K. (n.d.). REVIEWING PREMARITAL AGREEMENTS TO PROTECT THE STATE'S INTEREST IN MARRIAGE. *Virginia Law Review*, 91, 535–378.
- Silvy, M., & Yulianti, N. (2013). SIKAP PENGELOLA KEUANGAN DAN PERILAKU PERENCANAAN INVESTASI KELUARGA DI SURABAYA. *Journal of Business and Banking*, 3(1), 57–68. <https://doi.org/10.14414/jbb.v3i1.254>
- Siraj, M. A. (1999). *al-Aḥwāl al-shakhṣīyah fī al-sharī'ah al-Islāmīyah: Aḥkām al-zawāj fī al-fīqh wa-al-qaḍā'*. Dār al-Thaqāfah.
- Sudardi, B. (2003). *Penggarapan Naskah*. BPSI.
- Susanto, E. (2016). *Studi Hermeneutika Kajian Pengantar*. Kencana.
- Wahab, M. A. (2018a). *Berilmu Sebelum Berhutang*. Rumah Fiqih Publishing.
- Wahab, M. A. (2018b). *Fiqh Pinjam Meminjam ('Ariyah)*. Rumah Fiqih Publishing.
- Widiyono, Y. (2015). NILAI PENDIDIKAN KELUARGA DALAM SERAT LAYANG SRI JUWITA KARYA MAS SASRA SUDIRJA. *Jurnal IKADBUDI*, 4(10), Article 10. <https://doi.org/10.21831/ikadbudi.v4i10.12020>
- Widyastuti, S. H. (2014). KEPRIBADIAN WANITA JAWA DALAM SERAT SULUK RESIDRIYA DAN SERAT WULANG PUTRI KARYA PAKU BUWONO IX. *LITERA*, 13(1). <https://doi.org/10.21831/ltr.v13i1.1907>
- Zainal, V. R. (2013). *Islamic Economics and Finance*. Gramedia.