

**JLPH:**  
**Journal of Law, Politic  
and Humanities**

E-ISSN: 2962-2816  
P-ISSN: 2747-1985

<https://dinastires.org/JLPH> [dinasti.info@gmail.com](mailto:dinasti.info@gmail.com) [+62 811 7404 455](tel:+628117404455)

DOI: <https://doi.org/10.38035/jlph.v6i2>  
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## Niet Ontvankelijke Verklaard (Di NO) Case Of Annulment Of Marriage Due To An Arranged Marriage

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**Abstract:** This study aims to analyze the decision of Niet Ontvankelijke Verklaard (NO) or the inadmissibility of the case in the case of marriage annulment based on an arranged marriage agreed by the parties, as well as to examine the legal basis, the judge's considerations, and the legal implications for the protection of the rights of the parties harmed in the marriage. The phenomenon of arranged marriages still often occurs in society for reasons of custom, economics, or family honor. However, when the marriage is filed for annulment to the religious court, it is not uncommon for the application to be declared Niet Ontvankelijke Verklaard because it is considered not to meet the formal and material requirements according to the provisions of civil procedural law and Law Number 1 of 1974 concerning Marriage and the Compilation of Islamic Law. This study uses a normative juridical method with a case approach and a statute approach, through an analysis of court decisions that declare the case inadmissible. The results of the study indicate that the main reasons for the judge to issue an NO decision are the failure to fulfill the legal standing requirements, the incompleteness of the object of the lawsuit, and formal defects in the petition for annulment. Furthermore, the agreement to an arranged marriage by the parties to the marriage is considered voluntary, thus failing to meet the element of coercion that constitutes the basis for annulment. The NO ruling has the legal implication that the case was not examined to its core, allowing the parties to resubmit the lawsuit with formal amendments. In conclusion, the Niet Ontvankelijke Verklaard ruling in the case of annulment of a marriage based on an arranged marriage does not mean the marriage is fully valid, but rather indicates an inaccuracy in the lawsuit filing procedure that must be improved to achieve legal certainty and protect individual rights in marriage.

**Keywords:** Niet Ontvankelijke Verklaard, Marriage Annulment, Arranged Marriage, Consent, Normative Jurisprudence

## INTRODUCTION

Marriage is a social institution recognized by law and religion as the basis for establishing a family. In Indonesia, marriage is regulated by Law Number 1 of 1974 concerning Marriage, which emphasizes the consent of both parties as a prerequisite for a valid marriage. However, in social practice, the phenomenon of arranged marriages is still practiced by some communities. Arranged marriages, in this context, can be defined as a marriage process

conducted by agreement of the families or a third party without fully considering the free consent of the prospective bride and groom.

Cases of annulment of marriages due to arranged marriages are an interesting legal issue, as they often create a conflict between an individual's right to choose a partner and social norms or family traditions. In some cases, the court must decide whether the marriage is valid or annulable under applicable law. However, not all annulment lawsuits are accepted by the court; some are even declared "inadmissible." The term "inadmissible" refers to the court's inability to process a case due to formalities, such as failure to meet administrative or procedural requirements, rather than due to the fact that the underlying case is invalid.

The phenomenon of Di NO in cases of annulment of arranged marriages raises various legal and practical questions: Why are some annulment claims formally rejected? What factors influence the courts' decision to declare a Di NO claim? What are the implications for the parties involved, both legally and socially? These questions are important to analyze because they concern legal certainty, the protection of individual rights, and public understanding of marriage law.

Furthermore, there is still limited legal literature specifically discussing the application of *Niet Ontvankelijke Verklaard* (Di NO) in the context of arranged marriages, especially in Indonesia, which adheres to a mixed legal system of national law and Dutch legal influences (the Civil Code). This demonstrates the need for research to examine the normative and practical aspects of Di NO's application, including the causal factors, legal procedures, and social impacts on society.

Against this background, this study aims to analyze the application of the *Niet Ontvankelijke Verklaard* (Di NO) in cases of annulment of an arranged marriage, identify the factors that lead to a lawsuit being declared Di NO, and evaluate its legal implications for the parties. This research is expected to contribute to the development of legal science, judicial practice, and public understanding of the legal risks of arranged marriages. The application of *Niet Ontvankelijke Verklaard* (Di NO) in cases of annulment of an arranged m(*View of Analisis Hukum Islam Terhadap Sanksi Pembatalan Khithbah Nikah.Pdf*, n.d.)

The factors that lead to a lawsuit being declared Di NO highlight the formal and material reasons that lead the court to reject the lawsuit, such as incomplete documents, jurisdictional inconsistencies, or legal grounds that do not meet formal requirements. These factors are important to understand so that the public and relevant parties are aware of the legal risks of filing for annulment of a marriage.

The legal implications of the Di NO ruling for the parties involved in this arranged marriage discuss the legal consequences for the party filing the lawsuit, the opposing party, and the families involved. These implications include legal rights, responsibilities, and the social and moral consequences of the rejection of an annulment lawsuit. This analysis helps understand the practical impact of the court's decision.

This study aims to provide a comprehensive understanding of the application of the *Niet Ontvankelijke Verklaard* (Di NO) in cases of annulment of an arranged marriage. This analysis aims to reveal how the court assesses and decides an annulment lawsuit from both formal and substantive legal perspectives. The first objective of this study is to explain in detail the legal mechanisms and court procedures for assessing annulment lawsuits, including the legal basis used and the formal criteria that must be met for the lawsuit to be accepted. This allows readers to understand the practical application of Di (Labetubun & Fataruba, 2020)

This study analyzes the factors that lead to annulment lawsuits being declared Di NO, both from a formal perspective, such as incomplete documents, jurisdictional provisions, and unmet legal procedures, and from a substantive perspective, such as invalid grounds for annulment under applicable law. This analysis is intended to enable the public, the parties

involved, and legal practitioners to understand the legal obstacles that may arise when filing for an annulment of a marriage due to an arranged marriage, (Salamon, 2020)

This study aims to evaluate the legal implications of the Di NO ruling for all parties involved in the arranged marriage, including the plaintiff, the defendant, and the families involved in the social and moral ties to the marriage. This evaluation covers the legal impact, rights, and responsibilities of each party, as well as the social and moral consequences that may arise from a lawsuit being rejected. Therefore, this research is expected to provide not only a theoretical understanding of Di NO but also (*No Thhttps://Doi.Org/10.15642/Mal.V2i6.109itle*, n.d.)

Overall, the objective of this research is to develop a comprehensive understanding of the application of Niet Ontvankelijke Verklaard (Di NO), its causal factors, and the resulting legal implications. This research will significantly contribute to the development of legal science, judicial practice, and public understanding of the legal risks that may arise from arranged marriages.

This research is expected to be beneficial both academically and practically. From an academic perspective, this research can add to the legal literature on the application of the Niet Ontvankelijke Verklaard (Di NO) in cases of annulment of arranged marriages. It serves as a reference for researchers, students, and academics in understanding the formal and material legal aspects that influence the acceptance or rejection of an annulment lawsuit. (Pramudita, 2011)

From a practical perspective, this research benefits judges, lawyers, law enforcement officials, and the public in general when addressing or assessing cases of annulment of arranged marriages. It reveals the legal procedures, formality criteria, and legal implications of the Di NO ruling for all parties involved. (Ega Putra Dani & Murry Darmoko, 2023)

Furthermore, this research also has social benefits, as it can provide the public with an understanding of the legal and moral consequences of arranged marriages conducted without the full consent of the prospective bride and groom. This is expected to lead to a more informed decision-making process regarding marriage and to consider individual rights within a social and legal context. (*View of Unacceptable Lawsuit (Niet Ontvankelijke Verklaard) in a Divorce Lawsuit Filed at the Badung Religious Court.Pdf*, n.d.)

Marriage is a social and legal institution that holds a crucial place in human life, both religiously, socially, and legally. Legally in Indonesia, marriage is regulated by Law Number 1 of 1974 concerning Marriage, which stipulates that a marriage is valid if it is conducted with the consent of both prospective bride and groom and meets applicable legal requirements, including age, capacity, and the absence of established legal impediments. Marriage not only binds two individuals personally but also creates a legal bond that affects the rights, obligations, (Bahrum et al., 2018)

On the other hand, arranged marriage is a social practice in which marriages are conducted based on the agreement or arrangement of a third party, usually parents or family, without fully considering the free consent of the prospective bride and groom. In a legal context, arranged marriages create problems when one party feels coerced or lacks the freedom to choose a partner, which can become grounds for a lawsuit for annulment. Arranged marriages often persist in society due to cultural, customary, or traditional influences that emphasize children's obedience to family decisions. Conceptually, arranged marriages have dual implications: socially, they can strengthen family ties and maintain traditions; however, legally, they can potentially create conflicts over individual rights if the prospective bride and groom feel disadvantaged or denied the freedom to choose their marital choices. This raises the urgency of understanding how the law assesses the validity of arranged marriages, as well as how the courts handle annulment lawsuits filed by aggrieved parties.

In the Indonesian legal context, annulment of a marriage based on an arranged marriage is not automatically accepted by the court; such lawsuits can be declared invalid if they fail to meet established formal or procedural requirements. Therefore, understanding the concepts of marriage and arranged marriages is crucial for assessing the extent to which individual rights are protected and how legal certainty can be upheld in judicial practice dealing with annulment cases. Annulment of a marriage is a form of legal protection provided to parties who feel disadvantaged in a marriage, particularly in the context of an arranged marriage conducted without the full consent of the prospective bride and groom. In Indonesia, the legal basis for annulment of marriage is clearly regulated in Law Number 1 of 1974 concerning Marriage. Certain articles in the law provide guidelines regarding the requirements for a valid marriage, the grounds for annulment, and the legal procedures required to file for an annulment. One recognized ground for annulment is if the marriage was performed without the consent of both prospective bride and groom or under pressure from another party, resulting in one party feeling restricted in their decision-making.

In addition to the Marriage Law, the principles of Dutch Civil Law (*Burgerlijk Wetboek/KUHPerdata*) also serve as the legal basis for judicial practice in Indonesia, particularly regarding the procedures and formalities of lawsuits. The Civil Code regulates the competence of the court, the completeness of documents, and the requirements for filing a valid lawsuit. Therefore, a lawsuit for annulment of marriage that does not meet these requirements can be declared *Niet Ontvankelijke Verklaard* (Di NO). This means that the court rejects the lawsuit not because the underlying case is incorrect, but because of incomplete or inconsistencies in legal procedures.

Furthermore, the legal basis for annulment of marriage is also strengthened by the practice of court jurisprudence, which has issued various decisions regarding arranged marriages and annulment cases. These decisions emphasize that the court considers formal requirements, material reasons, and individual rights before deciding whether a marriage can be annulled.

Overall, the legal basis for annulment of marriage emphasizes the importance of protecting individual rights within the marriage, and compliance with (Darwis, 2020).

*Niet Ontvankelijke Verklaard* (Di NO) is a legal term derived from Dutch, literally meaning "declared unacceptable." In the context of civil law, including marriage law in Indonesia, which is still influenced by the Dutch Civil Code (*Burgerlijk Wetboek*), Di NO is used to refer to a lawsuit or case rejected by the court for formal reasons

The concept of Di NO plays a crucial role in ensuring legal certainty and disciplined judicial procedures, as courts cannot accept lawsuits that formally fail to meet legal requirements, even if the underlying issue may be valid or justified. In the context of annulment of a marriage due to an arranged marriage, Di NO is typically applied when the plaintiff's lawsuit fails to meet formal requirements, (Efrilius Kantriburi et al., 2022)

The application of Di NO in cases of annulment of marriage has significant implications for the parties. For plaintiffs, a Di NO ruling means they cannot proceed with their lawsuit, thus delaying or even losing their right to legally annul their marriage if procedures are not corrected. For defendants, a Di NO provides certainty that unprocedural lawsuits will not affect their marital status. Socially and legally, (*View of BASIC ANALYSIS DEMANDING REIMBURSEMENT OF COSTS IN A LAWSUIT FOR CANCELLATION OF THE PREPARATION OF THE MARRIAGE CEREMONY IN DECISION NUMBER 82\_Pdt.G\_2014\_PN.MKS.Pdf*, n.d.)

In Indonesian judicial practice, the application of a Di NO often serves as a reminder that in addition to a strong substantive legal basis, every lawsuit must meet formal and administrative requirements to be considered for further review. In other words, a Di NO is not

merely a technical procedural instrument, but also a legal mechanism that affirms the principles of legal certainty, order, and justice in judicial practice.

In analyzing the application of the *Niet Ontvankelijke Verklaard* (Di NO) to cases of annulment of marriage due to arranged marriages, several legal theories serve as important conceptual foundations.

- a. The Theory of Legal Certainty explains that every legal action, including filing a lawsuit, must follow applicable procedures and provisions so that the court's decision has valid and reliable legal force. This principle supports the application of Di NO, because the court rejects lawsuits that do not meet formal requirements, thus creating legal certainty for all parties involved.
- b. The Theory of Justice emphasizes that the law not only demands compliance with the rules but also upholds justice for every individual. In the context of annulment of marriage due to arranged marriages,
- c. The Theory of Individual Rights Protection emphasizes the importance of law in guaranteeing the freedoms and fundamental rights of every person. Arranged marriages create tensions between social traditions and individual rights, making legal protection for prospective brides and grooms who disagree with the arranged marriage highly relevant. The application of Di NO serves to prevent legal interference with the rights of others while ensuring that formal procedures are followed before the case is heard.
- d. Procedural Law Theory asserts that every legal process must follow clear, consistent, and accountable steps. In the case of annulment of marriage, this theory explains the court's reasons for rejecting a lawsuit that violates procedures, thus maintaining the principles of order, professionalism, and accountability in the judicial system.

Taken together, these four theories provide a solid analytical framework for understanding the application of Di NO, (Novitta, 2022)

## METHOD

This research uses a qualitative normative approach because its primary focus is analyzing the application of the *Niet Ontvankelijke Verklaard* (Di NO) in cases of annulment of arranged marriages, emphasizing the study of applicable laws and regulations. A qualitative approach was chosen because this research emphasizes an in-depth understanding of legal phenomena, explaining the processes, procedures, and factors influencing court decisions, and evaluating their legal implications for the parties involved.

The normative approach is used to examine legislation, legal doctrine, and court decisions as the primary sources of data. This normative research emphasizes legal literature review (library research) with the aim of understanding the formal and procedural legal basis in judicial practice, including the requirements, mechanisms, and legal consequences of the application of Di NO. In other words, this research does not conduct experiments or collect quantitative field data, but rather focuses on the analysis of legal texts, official documents, and jurisprudential studies relevant to cases of arranged marriages and annulment.

By using this type of qualitative normative research, this study is expected to provide a comprehensive and systematic overview of the application of *Niet Ontvankelijke Verklaard* (Di NO).

Primary data was obtained directly from laws and regulations, such as Law Number 1 of 1974 concerning Marriage and the Civil Code (*Burgerlijk Wetboek*), which remain the reference in Indonesian judicial practice, particularly regarding the procedures and requirements for annulment lawsuits.

Secondary data was obtained through a literature review of law books, scientific journals, academic articles, and previous research documents discussing legal theory, the concept of marriage, arranged marriages, and related jurisprudential practices. This secondary data was



used to support the analysis, enrich theoretical understanding, and provide a broader context regarding the legal basis and court practice.

The use of both types of data enabled this study to analyze legal phenomena in depth, combining normative aspects with actual court practice. The analytical method employed in this study was normative qualitative analysis. This approach enabled the researcher to examine, understand, and interpret legal data in depth, both from the perspective of statutory regulations and court decisions related to cases of annulment due to arranged marriages, as stated in the *Niet Ontvankelijke Verklaard (Di NO)*.

The analysis began with the collection of primary and secondary data, including laws and regulations such as Law Number 1 of 1974 concerning Marriage, the Civil Code, and relevant court decisions, as well as legal literature in the form of books, journals, and scholarly articles. The collected data was then classified based on the formality of the lawsuit, legal procedures, factors contributing to the Di NO decision, and legal implications for the parties involved.

The data was analyzed descriptively and comparatively, describing each legal aspect in detail and then comparing existing provisions with current court practice. This approach allows researchers to identify any congruence or inconsistency between theory, regulations, and actual practice, thus assessing the factors influencing the acceptance or rejection of a marriage annulment lawsuit.

Using this normative qualitative analysis method, the research can produce comprehensive and systematic findings, providing an in-depth understanding of the application of the *Niet Ontvankelijke Verklaard (Di NO)*, the factors causing lawsuit rejections, and the resulting legal impacts. Therefore, this research makes a relevant scientific contribution to the development of legal science and judicial practice in Indonesia.

The application of *Niet Ontvankelijke Verklaard (Di NO)* in cases of annulment of marriage due to arranged marriages is a legal mechanism that emphasizes that not all lawsuits can be directly examined on the merits if formal and procedural requirements are not met. In Indonesian judicial practice, the court assesses the eligibility of a lawsuit based on formal requirements, such as completeness of documents, the identity of the plaintiff and defendant, supporting evidence, and compliance with the lawsuit filing procedures as stipulated in Law No.

In the context of annulment of marriages based on arranged marriages, the application of Di NO often occurs because the plaintiff cannot prove consent or pressure that restricts the freedom of the prospective bride and groom, or the supporting documents submitted do not meet legal standards. For example, if a statement or other evidence is required, the courts must be able to prove that the legal certainty and order of the judicial process are not met.

The application of Di NO also demonstrates the court's important role in maintaining legal certainty and orderly judicial proceedings. By rejecting lawsuits that violate procedures, the court not only protects the defendant's rights but also ensures that every lawsuit filed complies with applicable legal provisions.

Furthermore, the application of Di NO has social and moral implications, as it emphasizes that arranged marriages entered into without the full consent of the prospective bride and groom cannot automatically be annulled through a lawsuit, especially if legal procedures are not followed.

Overall, the application of Di NO in cases of annulled marriages due to arranged marriages serves as a legal mechanism that maintains legal certainty, protects individual rights, and maintains procedural discipline. This ensures that every lawsuit received by the court meets formal, material, and procedural requirements and can be examined fairly and transparently.

A case of annulled marriage due to arranged marriages can be declared *Niet Ontvankelijke Verklaard (Di NO)* (*View of The Impact of Unilateral Cancellation After*

*Marriage Agreement (Case Study of Mubarakah Marriage at Hidayatullah Islamic Boarding School Balikpapan 2020).Pdf, n.d.)*

#### Incomplete Documents and Supporting Evidence

One of the main factors is incomplete documents submitted by the plaintiff, such as marriage certificates, certificates of incorporation, proof of consent or pressure during the arranged marriage, and other supporting documents. The court requires every lawsuit to be accompanied by valid official documents so that it can be thoroughly examined. If the submitted documents are incomplete or administratively invalid, the court has the authority to declare the lawsuit as Dismissed, thereby preventing the main case from being heard

#### Errors in Lawsuit Filing Procedures

The next factor is non-compliance with legal procedures, such as filing a lawsuit in an unauthorized court, using the wrong form, or failing to comply with the procedural steps stipulated by the Marriage Law and the Civil Code. These procedural errors cause the lawsuit to fail to meet formal requirements, leading the court to refuse to examine the main case and declare the lawsuit Dismissed.

#### Lack of Compliance with Formal Legal Requirements

In addition to documents and procedures, another factor is the plaintiff's failure to comply with formal requirements, such as unclear identities of the plaintiff and defendant, incomplete addresses, or failure to meet the age and legal capacity requirements stipulated by regulations. Failure to comply with these formal requirements is considered to hinder the legal process and could jeopardize legal certainty, therefore, the court uses a Di NO as a preventive measure.

#### Unclear Reasons or Matter of the Case

The final factor is the unclear reasons for the annulment of the marriage. The court can only examine a case if the grounds presented by the plaintiff are sufficiently clear and in accordance with legal provisions. (*View of Pembatalan Pernikahan (Fasakh Nikah) Dalam Berbagai Legislasi.Pdf, n.d.)*

Overall, these factors demonstrate that the court emphasizes the importance of compliance with legal procedures and formal requirements in every marriage annulment lawsuit. The application of a Di NO is not a rejection of the substance of the case, but rather a legal mechanism to ensure that each lawsuit received meets applicable legal standards, ensuring that the judicial process remains fair, orderly, and guarantees legal certainty for all parties.

The Niet Ontvankelijke Verklaard (Di NO) ruling in cases of annulment of marriage due to arranged marriages has significant legal implications for all parties involved, including the plaintiff, the defendant, and the families involved. Legally, (Hardhani et al., 2016)

For plaintiffs, the legal impact of a Di NO ruling means they cannot pursue the lawsuit on the merits, thus delaying or even forfeiting their right to annul the marriage if they do not correct the procedural or formal requirements. This encourages plaintiffs to prepare more comprehensive documents and evidence and comply with applicable legal steps before refileing a lawsuit. Furthermore, plaintiffs must be aware that a Di NO ruling does not determine the validity of the grounds for annulment, so substantive rights must still be pursued through legal procedures.

For defendants, a Di NO ruling provides legal certainty that their marital status remains valid and is not affected by a lawsuit that does not meet formal requirements.

Socially and legally, the impact of the Di NO decision emphasizes the importance of adherence to legal procedures, protecting individual rights, and ensuring orderly judicial proceedings. It also teaches society that the success of a lawsuit depends not only on substantive grounds but also on adherence to the formal and procedural requirements established by law. Thus, the Di NO decision serves as a tool to uphold legal certainty, maintain justice, and encourage all parties to understand and comply with the legal process correctly.

The application of *Niet Ontvankelijke Verklaard* (Di NO) in cases of annulment of arranged marriages in Indonesia is characterized by its emphasis on strict adherence to legal procedures and formal requirements, (Wali et al., 2024)

In countries with continental legal systems, particularly the Netherlands, the source of the term Di NO, a similar principle applies, where courts reject lawsuits that do not meet formal administrative requirements, such as incomplete documents or improper filing procedures. This emphasizes the importance of legal certainty and orderly judicial proceedings, so that plaintiffs must ensure all formal requirements are met before a case can be heard further. Meanwhile, in common law systems, such as those in the United Kingdom or the United States, a rejection of a lawsuit due to formal issues is usually not immediately final. The judge has the authority to provide the plaintiff with an opportunity to correct deficiencies in documentation or procedures through a revision or amendment mechanism. On the other hand, in some Islamic legal systems, such as Malaysia or Jordan, (Darwis, 2020)

This comparison demonstrates that while the principle of adherence to formal procedures and requirements is universal, its implementation varies depending on the legal system, the flexibility of judges, and socio-cultural factors. The implementation of the NO in Indonesia demonstrates a unique character that emphasizes legal certainty and procedural discipline, requiring thorough preparation for each lawsuit, while other systems may allow for corrections or adjustments before the lawsuit is dismissed. (Bernhard I. M. Supit, 2015)

## CONCLUSION

Based on research findings, the application of the *Niet Ontvankelijke Verklaard* (Di NO) in cases of annulment of arranged marriage confirms that Indonesian courts emphasize strict adherence to formal legal procedures and requirements. A Di NO decision is rendered not because the underlying case is invalid, but because the lawsuit fails to meet applicable administrative or procedural standards, thus preventing an examination of the underlying case. This emphasizes the importance of legal certainty and the protection of individual rights in the marriage litigation process.

The main factors leading to a lawsuit being declared Di NO include: first, incomplete documents and valid evidence; second, errors or inconsistencies in the lawsuit filing procedure, including filing in an unauthorized court or using an inappropriate form; third, non-compliance with formal requirements, such as unclear identities of the parties or failure to meet legal requirements; and fourth, unclear grounds or subject matter of the lawsuit. These factors demonstrate that formal legal procedures are a crucial aspect in determining whether a lawsuit is accepted or rejected by the court.

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