GLOBAL LEGAL REVIEW
E-ISSN 2776-1347 P-ISSN 2776-0308

Kelly, Maria JF, Rudy Harjanto, and Anne Gunadi Martono Widjojo. 2024. "The Impact of Postnuptial Agreement on Husband and Wife's Ownership in Limited Liability Company" *Global Legal Review* vol. 4, no. 2: page 128–149. http://dx.doi.org/10.19166/glr.v4i2.6859.

THE IMPACT OF POSTNUPTIAL AGREEMENT ON HUSBAND AND WIFE'S OWNERSHIP IN LIMITED LIABILITY COMPANY

Maria JF Kelly*, Rudy Harjanto, Anne Gunadi Martono Widjojo
Office of Notary dan Land Deed Official Maria JF Kelly, S.H., M.Kn., Indonesia,
LSPR institute of Communication and Business, Indonesia,
Office of Notary dan Land Deed Official Dr. Anne Gunadi Martono Widjojo, S.H., Sp.N., M.Kn., Indonesia,
mariajfkelly@yahoo.com

Abstract

Husband and wife who do not enter into a marriage agreement cannot establish a limited liability company with just the two of them, because in terms of ownership of assets, their assets constitute as one unit of joint property. Therefore the provision that a limited liability company is a capital association is not fulfilled. They then invite third parties, whether it's their own children or other third parties to become shareholders. Third parties like this are generally only invited to comply with statutory provisions and the number of shares they have in a company is usually also very small. The decision of the Constitutional Court number 69/PUU-XIII/2015 has an impact on many husbands and wives who are not also in mixed marriages to also make the marriage agreement. This study aims to see the impact of the shares owned by husband and wife if they then make a postnuptial agreement, whether the presence of a third party in the company still needed or not considering that between them there has been a separation of assets. The method used in this research is normative juridical. The result of this research is that if the husband and wife enter into a postnuptial agreement, then the participation of third parties is no longer necessary because they are already separate property owners, and shares previously owned by third parties can be transferred to one or both of them.

Keywords: *postnuptial agreement; husband and wife shares; limited liability company*

1. INTRODUCTION

Recently there has been an increasing trend in the development of entrepreneurship in Indonesia, this was conveyed by an MSME expert from Padjadjaran University Asep Mulyana who said that in 2009 the entrepreneurial ratio was 0.65 percent, then grew to 1.5 percent in 2014 and continues to increase over time. In 2020 the number of entrepreneurs in Indonesia is 3.47 percent.[1]

To support the development of entrepreneurship in Indonesia, improving the quality of economic growth, competitiveness, business climate and expanding employment opportunities, the Indonesian government through Presidential Regulation of the Republic of Indonesia Number 2 of 2022 has established regulations regarding the development of national entrepreneurship for 2021-2024.[2] This Presidential Regulation was issued with the intention that it can become a guideline for ministries/agencies, local governments and

* Corresponding Author
[1] Ilham Safutra, "Terus Didorong, Tren Tasio Wirausaha Mulai Menigkat," *Jawa Pos*, December 11, 2020, https://www.jawapos.com/economy/01302528/continuously-driven-trend-entrepreneurial-ratio-start-increasing.
[2] Consideration of Presidential Regulation of the Republic of Indonesia Number 2 of 2022 concerning National Entrepreneurship Development for 2021-2024.

stakeholders in carrying out national entrepreneurship development that has been established for that period.[3]

The benefits of entrepreneurship are not only for the entrepreneur, but also for the surrounding environment and also job seekers. Here are some reasons why entrepreneurship is an alternative choice:[4]

1. The quality of entrepreneurial actors will increase.
2. The attitude of independence can be well formed.
3. Open more jobs for job seekers.
4. Entrepreneurs have freedom in carrying out work, both in terms of time and also where to carry out work.
5. Direct and full control over the business and can make their own decisions.

The choice of the form of business mostly falls on limited liability companies, the reason being that a limited liability company is a business entity in the form of a legal entity, independent, has clear objectives and capital stated in the articles of association where the capital is separate from the personal assets of the founders or shareholders.[5] There are several characteristics that distinguish a limited liability company from other business entities, which can be seen as follows:[6]

a. Is a business entity in the form of a legal entity;
b. Is an association of capital/shares (not seen how many parties founded it but from the origin of the capital);
c. Have wealth that is independent, separate from the wealth of its partners;
d. Shareholders as owners of a limited liability company have limited responsibility, namely only limited to the capital deposited into the limited liability company;
e. There is a separation of functions from shareholders as owners with directors who are in charge of managing the running of a limited liability company;
f. The management activities carried out by the directors are supervised by a supervisory organ known as the board of commissioners;
g. The general meeting of shareholders has the highest authority, both regarding the policies adopted in carrying out the daily activities of limited liability companies or other policies;
h. To earn a profit/gain is the main objective of an established limited liability company.

Referring to article 1 paragraph 1 of Law Number 40 of 2007 on Limited Liability Companies (UU PT), limited liability companies are:[7]

[3] *Ibid.*, Article 2.
[4] Theo Adi, "Mengapa Banyak Orang Memilih Jadi Pengusaha?" *Siker.id*, December 29, 2021, https://www.siker.id/detail/tips/592/artikel/why-many-orang-melect-jadi-pengusaha.
[5] Agus Saputra, "Mengapa Harus Memilih Perseroan Terbatas?" *Binus University Business Law*, October 31, 2017, https://business-law.binus.ac.id/2017/10/31/mengapa-harus-memilih-perseroan-terbatas/.
[6] Irma Devita Purnama Sari, *Kiat-kiat Cerdas, Mudah dan Bijak Mendirikan Badan Usaha* (Bandung: Kaifa, 2010), 53.
[7] Article 1 paragraph 1 *Law Number 40 of 2007 concerning Limited Liability Companies.*

> "Legal entities which are capital partnerships, established based on agreements, carry out business activities with authorized capital which is entirely divided into shares and fulfills the requirements stipulated in this Law and its implementing regulations."

The main requirement for the establishment of a limited liability company is that it can be established by 2 (two) or more people, in which the establishment is stated in the deed of establishment drawn up before a notary in the Indonesian language.[8] What is meant by a person according to Article 7 paragraph 1 UU PT, is an individual, namely an Indonesian citizen or a foreigner or an Indonesian legal entity or a foreign legal entity. This is a follow-up to what is meant by the company being established based on an agreement which of course must consist of at least one party.[9]

In addition to the formal requirements for establishing a limited liability company, there are also material requirements that must be met by parties wishing to establish limited liability company. If a limited liability company is established by a minimum of 2 (two) shareholders, then the two people must not be husband and wife who are married without making a marriage agreement regarding the separation of marital assets.[10]

As previously stated, a limited liability company is an association of capital, not an association of people or legal entities. Husband and wife, in general, if it is not expressly stated in a marriage agreement regarding the separation of their assets, then the property acquired during their marriage is joint property and constitutes a unitary property for both of them.[11] Thus the capital partnership as stipulated in Article 1 paragraph 1 UU PT is not fulfilled and as a consequence, a husband and wife who marry without making a prenuptial agreement regarding the separation of their joint assets cannot establish a limited company with just the two of them, because their assets are sourced from one asset so there is no partnership of capital. Such provisions are indeed not explicitly found in UU PT and the Elucidation of UU PT.[12]

Limited liability company which is only established by husband and wife who do not have a marriage agreement regarding the separation of assets, as previously stated, in fact the limited liability company only has one shareholder. In UU PT there are provisions governing the consequences of a limited liability company that only has one shareholder. It is stated that no later than 6 (six) months from the existence of these conditions, the shareholder must transfer part of his shares to the new shareholder or a limited liability company can take the method of issuing shares that are still in savings to be subscribed and deposited by the new shareholder.[13]

If the provisions for having new shareholders are not fulfilled and the time specified for this has passed, then the existing shareholders are obliged to be personally responsible for

---

[8] *Ibid.*, Article 7 paragraph 1.
[9] Explanation of Article 7 paragraph 1 *Law Number 40 of 2007 concerning Limited Liability Companies.*
[10] Irma Devita Purnama Sari, *Op. Cit.*, 55.
[11] Rai Widjaya, *Hukum Perusahaan, Undang-undang dan Peraturan Pelaksanaan Undang-undang Di Bidang Usaha* (Bekasi: Kesaint Blanc, 2005), 154.
[12] Herlien Budiono, *Kumpulan Tulisan Hukum Perdata di Bidang Kenotariatan Buku Kesatu* (Bandung: Citra Aditya Bakti, 2016), 31.
[13] Article 7 paragraph 5 *Law Number 40 of 2007 concerning Limited Liability Companies*.

all engagements and losses arising from the limited liability company, as well as at the request of interested parties, the company limited liability may be dissolved by a district court.[14] In other words, it can be concluded that the existence of a single shareholder does not necessarily result in the limited liability company being dissolved and ending on its own.[15]

In fact, so that the husband and wife can still establish the limited liability company as they want, they generally invite third parties to become shareholders by giving them vacant shares. Those chosen to become shareholders with empty shares are usually people who are close to them such as parents, in-laws, brothers or sisters, or even their children who are still underage.

Empty shares here are not shares that have never been deposited into the limited liability company's treasury, but rather those shares that have been deposited into the limited liability company's account but the funds are not coming from the shareholders concerned themselves but by other people who need these shareholders to become shareholders, in this case husband and wife who want to establish a limited liability company.[16]

We can see the marriage agreement in Indonesia from several existing regulations, namely:[17]

a. Civil Code in book I, chapter VII (Articles 139–179), and chapter VII (Articles 180, 182 and 185).
b. Law number 1 of 1974 on Marriage *juncto* Constitutional Court Decision number 69/PPU-XIII/2015 on the Review of Article 29 of Law Number 1 of 1974 on Marriage.
c. Instruction of President of the Republic of Indonesia Number 1 of 1991 on the Dissemination of the Compilation of Islamic Law (articles 45–52), further regulated in the Decree of Minister of Religion of the Republic of Indonesia Number 154 of 1991 on Presidential Instruction Number 1 of 1991.

With Constitutional Court Decision Number 69/PPU-XIII/2015, there is a new breakthrough where husbands and wives who before or during their marriage had not made a prenuptial agreement regarding the separation of assets, are now able to make a postnuptial agreement regarding the separation of their assets. After the postnuptial agreement is signed and ratified by the Office of Religious Affairs or Civil Registration, the contents of the agreement are also binding on third parties.[18]

Regarding a limited liability company established by a husband and wife who previously did not make a prenuptial agreement regarding the separation of assets which means a third party is required to become a shareholder in their limited liability company, Constitutional Court Decision Number 69/PPU-XIII/2015 allows them to make a postnuptial agreement in their ongoing marriage. Making a postnuptial agreement results in

[14] *Ibid.,* Article 7 paragraph 6.
[15] Herlien Budiono, *Op. Cit.*, 32.
[16] Rudhi Prasetya, *Teori dan Praktik Perseroan Perdata* (Jakarta: Sinar Grafika, 2014), 68.
[17] Herlien Budiono, *Demikian Akta Ini (Tanya Jawab Mengenai Pembuatan Akta Notaris di Dalam Praktik)* (Bandung: Citra Aditya Bakti, 2018), 79.
[18] *Decision of Constitutional Court of the Republic of Indonesia Number 69/PPU-XIII/2015* page 156.

the separation of their assets since the marriage took place or otherwise specified in the postnuptial agreement, thus, is the presence of a third party who is also a shareholder in the limited liability company they founded still necessary?

2. RESEARCH METHODS

The method used in this study is normative legal research method, which can also be called doctrinal legal research which uses legal principles as a basis for norms,[19] and how it relates to its implementation. Data collection was carried out by examining literatures which included: (i) primary legal materials, namely the Civil Code, Law Number 1 of 1974 on Marriage, Law on Limited Liability Companies and Constitutional Court Decision Number 69/PPU-XIII/2015; (ii) secondary legal material which can provide a more detailed explanation of matters regulated in the said laws and regulations that have been examined by previous researchers,[20] including jurisprudence and expert opinion[21] relating to marriage agreements and limited liability companies; (iii) tertiary legal material which provides a more specific explanation regarding the research topic. In addition, the results of interviews with competent sources will also be added. The legal materials that have been collected are then analyzed to obtain results that can answer the problems that have been formulated.

3. ANALYSIS AND DISCUSSION

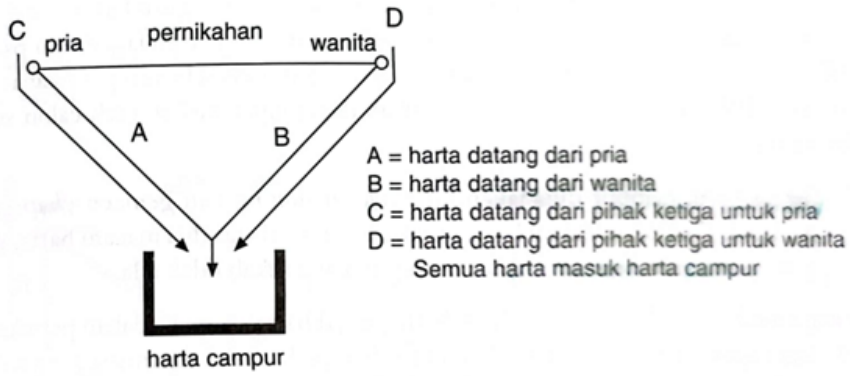
3.1. Property Asset in Marriage and Marriage Agreement

Based on Article 119 of Civil Code (*Kitab Undang-Undang Hukum Perdata/KUHPerdata*), at the time of marriage, if the husband and wife do not make a prenuptial agreement, then since the marriage happened there has been a mixture of assets between husband and wife, which is all assets and debts brought by each of the husband and wife into their marriage, including later the assets and debts they will acquire during the marriage.[22] Assets in marriage as stated above, can be divided into 3 types of assets, as follows:[23]

a. Wealth Association

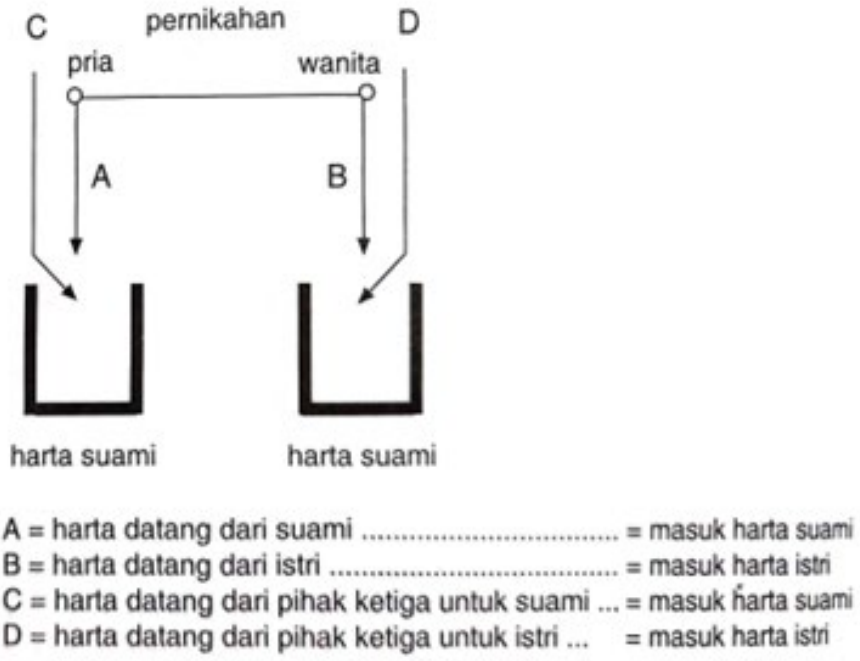
This includes all assets brought by husbands and wives into their marriage and assets acquired by them during the marriage either jointly or individually, including inheritance, grants and wills which are actually intended for to one of them, it will become their joint property, there is no separation at all. Husband and wife are jointly entitled to this mixed property each for an equal half portion.

[19] Jonaedi Efendi and Prasetijo Rijadi, *Metode Penelitian Hukum Normatif dan Empiris* (Jakarta: Kencana, 2022), 174.
[20] Soerjono Soekanto, *Pengantar Penelitian Hukum* (Jakarta: Universitas Indonesia, 1986), 52.
[21] Johnny Ibrahim, *Teori dan Metodologi Penelitian Hukum Normatif* (Malang: Bayumedia Publishing, 2013), 296.
[22] Subekti, *Pokok-Pokok Hukum Perdata* (Jakarta: Intermasa, 1991), 31–32.
[23] Tan Thong Kie, *Studi Notariat & Serba-Serbi Praktek Notaris Buku Kesatu* (Jakarta: PT Ichtiar Baru Van Hoeve, 2000), 78–81.



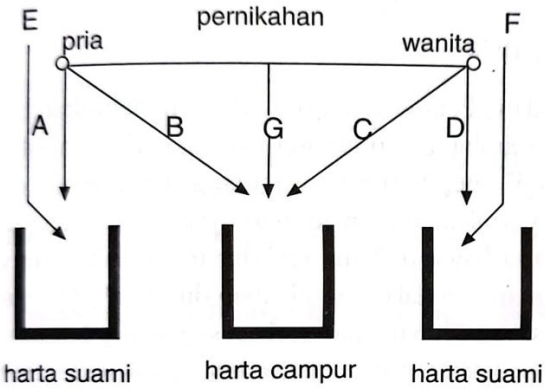
b. Elimination of Mixed Assets

There are only two types of assets in marriage between husband and wife, namely the husband's property and the wife's property. Everything that was brought before the marriage and that was obtained during the marriage by each party remains the property of each of them, there is no joint property between the two in the marital property like this. Each of the authorities acts fully with their property.



c. Limited Mix of Assets

In this case, the mixing of assets only occurs for the types of assets agreed upon by a pair of husband and wife. For example, mixed assets are limited to results and income, mixed assets are limited to motorized vehicles and others, according to what the husband and wife want. In this condition, apart from the mixed assets, there are still the husband's and wife's assets. Husband and wife each have the full right to act on their respective assets, but for this limited mixed property, they act together, because they have the same share of the property. The management of limited mixed assets is on the husband's side.



A = harta datang dari suami ..... = masuk dalam harta suami
B = keuntungan diperoleh suami ..... = masuk dalam harta campur
C = keuntungan diperoleh istri ..... = masuk dalam harta campur
D = harta datang dari istri ..... = masuk harta istri
E = harta pihak ketiga untuk suami ..... = masuk harta suami
F = harta pihak ketiga untuk istri ..... = masuk harta istri
G = keuntungan usaha bersama suami-istri ..... = masuk harta campur

Law Number 1 of 1974 on Marriage (*UU Perkawinan*) which was promulgated on January 2, 1974 is universal for all Indonesian citizens, but with regard to marital property, it should be seen first whether the husband and wife are Eastern - Chinese Foreigners or not. If the husband and wife are from the Eastern - Chinese Foreigner group, it must be seen in advance when their marriage was carried out, as follows:[24]

a. If their marriage was carried out before the promulgation of *UU Perkawinan*, then based on Article 119 of *KUHPerdata*, in their marriage there has been a mixture of assets unless they made a marriage agreement. Thus, actions taken against marital property must be approved by the spouse.
b. If the marriage is carried out after the promulgation of *UU Perkawinan*, joint property occurs. Husband and wife act jointly on joint property, while on property brought into marriage and obtained as a gift or inheritance by the husband or wife, the husband or wife has the full right to act.

Property in marriage, according to the *UU Perkawinan* is regulated in chapter VII Article 35. In the law it is stated that property in marriage is divided into 2, as follows:[25]

a. Joint assets, namely all assets acquired during the marriage are jointly owned by the husband and wife; and
b. Inheritance, namely property brought by the husband and wife into the marriage and also acquired by the husband and wife during the marriage in the form of gifts or inheritance, remains the property of each of those who receive it, unless the husband and wife determine otherwise.

[24] Herlien Budiono, *Op. Cit.,* 76.
[25] Article 35 of *Law Number 1 of 1974 concerning Marriage.*

With regard to shared assets and inherited assets, there are 2 types of classification of property rights to assets, as follows:[26]

a. Collective or collective property rights as far as the assets acquired in the marriage are concerned. This joint property can be obtained from the income of the husband and or wife during their marriage. Such arrangements for ownership rights are carried out jointly by the husband and wife. Neither party can transfer or charge the property without the consent of the other party.
b. Separate personal property rights, namely to assets brought into the marriage and assets acquired during the marriage in the form of gifts or inheritance which are addressed directly to certain parties, namely the husband or wife. The assets brought by the husband or wife into a good marriage that had existed previously will not change and remain under the control of each party that brought them.[27]

All actions taken on joint property, basically husband and wife are obliged to act jointly or one party can give approval to the actions of the partner, while for their respective property, the authority to act is entirely on the owner, namely the husband or the wife.[28]

In the event that one of the parties, whether the husband or wife commits a legal action against their joint property but has not yet obtained the consent of the partner for the action that has been taken, then the said action creates a legal defect, namely the lack of prior approval from the partner. The husband or wife who should give approval for this action can make a choice of actions, as follows:[29]

- submit an annulment of the actions that have been carried out by the partner;
- provide validation for the actions taken by the partner;
- stay silent and do not take any action against the actions that have been done by his partner. If this kind of action was chosen, then it could be assumed that he had given his tacit consent.

The concept of marital assets in marriage and the provisions governing them is not found in the study of *fiqh* (Islamic law). This is because Islamic law does not see the existence of marital assets, in terms of Islamic law, but rather views the separate assets of husband and wife.[30] Such a concept is contained in the book I on Marriage Law of Compilation of Islamic Law (*Kompilasi Hukum Islam/KHI*), in which Article 86 states that with marriage between husband and wife, basically there is no mixing of asset.[31] The existing property is fully controlled by the husband or wife who owns it.[32]

As already stated, in principle Islamic law does not recognize joint property, but the existence of joint property is still alluded to in Article 85 *KHI* which states that the

[26] Rosnidar Sembiring, *Hukum Keluarga: Harta-harta Benda Dalam Perkawinan* (Depok: Rajawali Press, 2017), 88–89.
[27] Zaeni Asyhadie, Lalu Hadi Adha Sahruddin, and Israfil, *Hukum Keluarga Menurut Hukum Positif di Indonesia* (Depok: PT RajaGrafindo Persada, 2020), 156.
[28] Article 36 of *Law Number 1 of 1974 concerning Marriage.*
[29] Wahyono Darmabrata and Surini Ahlan Sjarif, *Hukum Perkawinan dan Keluarga di Indonesia* (Jakarta: Badan Penerbit Fakultas Hukum Universitas Indonesia, 2004), 98.
[30] Rosnidar Sembiring, *Op. Cit.*, 95.
[31] Book I Marriage Law, Article 86 paragraph 1 Compilation of Islamic Law.
[32] *Ibid.*, Article 86 paragraph 2.

existence of joint property in a marriage does not preclude the possibility of the respective property of the husband and wife.[33] It is further stated that the joint property can be in the form of tangible and intangible objects.[34] Tangible objects can include immovable objects, movable objects and securities.[35] Meanwhile, intangible joint assets can be in the form of rights and obligations.[36] This joint property can be used as collateral by one of the parties, whether it is the husband or wife with the consent of the partner.[37] Likewise, the sale or transfer of other rights to joint property cannot be carried out without the consent of the husband or wife.[38] So it is clear that the concept of joint property adopted in *KHI* adheres to the unity of ownership of joint property.

In addition to arrangements regarding joint assets, *KHI* also recognizes the concept of inherited property. With regard to this inherited property, the husband and wife who carry it have the full right to take legal action against their property. Regarding the acquisition of other assets such as inheritance, gifts, grants, or *sodaqah* received by one of the husband or wife, the full right belongs to the party receiving it.[39]

The provisions regarding marital property that we have seen as mentioned above, can be deviated by the husband and wife by making a marriage agreement. Article 139 of *KUHPerdata* provides flexibility for a husband and wife to enter into a marriage agreement as long as the agreement does not violate public order and decency. This agreement can regulate the existence of a mix of wealth but can also regulate the separation of the mix of wealth in marriage.[40]

A marriage agreement that is made legally applies as a law for the husband and wife who make it as specified in Article 1338 paragraph 1 of *KUHPerdata* which is a manifestation of the free will of the husband and wife, of course free will here does not mean as freely as possible without any restrictions.[41]

Apart from not violating public order and decency, there are several things that are prohibited from being regulated in a marriage agreement based on *KUHPerdata* according to Rachmadi Usman, as follows:[42]

a. It is not permissible to reduce all rights based on the husband's power as husband;
b. It is not permissible to reduce the husband's power over and at the time of table and bed separation;
c. May not reduce the rights granted by law to the husband and wife who live the longest;
d. It is not permissible to reduce the rights delegated to the husband as the head of the family.

[33] *Ibid*., Article 85.
[34] *Ibid.*, Article 91 paragraph 1.
[35] *Ibid*., Article 91 paragraph 2.
[36] *Ibid*., Article 91 paragraph 3.
[37] *Ibid*., Article 91 paragraph 4.
[38] *Ibid.*, Article 92.
[39] *Ibid*., Article 87.
[40] Subekti, *Op. Cit.*, 37.
[41] Herlien Budiono, *Op. Cit.,* 79.
[42] Rosnidar Sembiring, *Op. Cit.*, 67. See also Article 67–68 of Indonesian Civil Code.

The form of a prenuptial agreement that is usually made is regarding outside the partnership of property in marriage and is regulated in Article 139 of *KUHPerdata*. A prenuptial agreement like this completely eliminates the association or mixing of the assets of the husband and wife. All profits and losses, results and income are strictly separated based on this prenuptial agreement. The things promised in a prenuptial agreement like this include the following:[43]

a. there is no partnership of assets in any form whatsoever;
b. the assets of each party acquired during the marriage are the rights of the parties who obtain them;
c. the wife has the right to independently manage her own assets and can freely enjoy the results;
d. debts made by each party remain the responsibility of those who make them without burdening other parties;
e. as the head of the household, household expenses are the responsibility of the husband;
f. household items are considered as the property of the wife;
g. clothing, jewelry, work-related items, are considered as the property of those who use them;
h. movable property obtained as a result of a gift, inheritance or anything obtained during marriage becomes the right of the party who can prove that he is the owner, if not, it must be divided between the husband and wife.

The prenuptial agreement must be made in the form of a notarial deed before the marriage takes place, if this provision is violated, the prenuptial agreement is threatened with being null and void by law.[44]Article 149 of *KUHPerdata* then reaffirms that the prenuptial agreement that has been made cannot be changed in any way.

The prenuptial agreement binds the husband and wife from the legalization of their marriage, while for third parties, this agreement is binding as of the date the prenuptial agreement was registered at the local district court clerk where the marriage took place. In the event that the prenuptial agreement is not registered, the third party is not obliged to comply with what was promised in the prenuptial agreement.[45]

In *UU Perkawinan*, prenuptial agreements are regulated through Article 29, prenuptial agreements can be made before or when the marriage takes place and cannot be made again after the marriage has taken place. Unlike *KUHPerdata* which requires that a prenuptial agreement be made in a notarial deed, this article only states that a prenuptial agreement must be made in written form. Thus there are no standard provisions regarding this matter, so a prenuptial agreement can be made in the form of a private agreement, but generally in daily practice prenuptial agreement is made in the form of an authentic deed before a notary.

An authentic deed is a deed drawn up before a public official, in this case a notary, in which the form of the deed has been determined by law. The notary who makes the

[43] Zaeni Asyhadie, *Op. Cit.,* 159.
[44] Rosnidar Sembiring, *Op. Cit.,* 67. See also article 147 of Indonesian Civil Code.
[45] Subekti, *Op. Cit.,* 38.

deed must have the authority to do so and it is made in the working area of the notary concerned.[46] Meanwhile, an underhand deed is basically a deed made by the parties themselves for a particular interest or purpose without involving or involving an authorized official for that purpose.[47]

Prenuptial agreements made in the form of authentic deeds before a notary and those made privately, both of which must be ratified by a marriage registration officer so that they can be binding and obeyed by third parties in accordance with the principle of publicity.[48]

According to Islamic law, a prenuptial agreement has several conditions that must be met for this agreement to be valid, binding on the husband and wife who made it and also third parties, namely:[49]

a. The agreement made must be in accordance with Islamic Sharia law. If the agreement made by the prospective husband and wife is contrary to Islamic law, then the agreement becomes invalid and null and void, while the marriage they are carrying out remains valid. Such an agreement has no impact to be obeyed and implemented by each party.
b. Must be both pleased and have a choice, both parties must be free will, there is no compulsion to make the agreement.
c. It must be clear and straightforward, the contents of the agreement must be conveyed clearly and not something that can result in a misunderstanding of the meaning of the contents of the agreement.

KHI in Chapter VII article 45 regulates marriage agreements as outlined in the form of *Taklik* divorce and other agreements that are not contrary to Islamic law.[50] *Taklik* divorce is an agreement made by the groom after the marriage contract is included in the marriage certificate in the form of a promise/or pledge of divorce depending on a certain situation that may occur in the future.[51]

At the time or before the marriage is carried out by the two husband and wife candidates, they can make a written agreement regarding the position of assets in their marriage later, which agreement is ratified by the Marriage Registrar. The contents of the agreement may include, firstly, the mixing of personal assets and the separation of each other's assets as long as they are not contrary to Islamic law and secondly, they can also regulate the determination of each authority in terms of imposing other rights on personal assets and joint assets or company assets.[52]

In the event that the prenuptial agreement made contains arrangements for joint assets, then what must still be included in the agreement is the husband's obligation to

[46] Zaeni Asyhadie, *Op. Cit.,* 167.
[47] *Ibid*., 169.
[48] Herlien Budiono, *Op. Cit.,* 86.
[49] Zaeni Asyhadie, *Op. Cit.,* 166.
[50] Book I Marriage Agreement, Chapter VII, Article 45 of Compilation of Islamic Law.
[51] *Ibid*., Article 1 letter e.
[52] *Ibid.*, Article 47.

meet household needs. If the prenuptial agreement made does not include this, then the husband's obligation to meet household needs is considered to still exist.[53]

Agreements whose contents regulate the mixing of personal assets may include all assets, both those brought by each husband and wife into the marriage and those that each of them acquired during the marriage. Besides this, it can also be agreed that the personal property agreement is only limited to personal property brought at the time the marriage took place, so that this mix does not include personal property acquired during the marriage or vice versa.[54]

Article 50 of *KHI* explains that a prenuptial agreement that regulates property applies and binds the husband and wife and third parties starting from the date the marriage was held before the Marriage Registration Officer. If at a later date, by mutual agreement of the husband and wife they wish to revoke the agreement, then the revocation must be registered at the Marriage Registration Office at the place where they got married. This revocation must be announced in a local newspaper and the revocation takes effect on the date the announcement is made. However, if they do not make an announcement within 6 (six) months, the registration of the revocation of the marriage agreement will be canceled and the cancellation also applies to third parties, so that the condition of the prenuptial agreement will return to how it was at the time before the revocation was held. In carrying out the revocation of the prenuptial agreement as mentioned above, the important thing that must be considered is the revocation of the prenuptial agreement which regulates assets, must not harm third parties.[55]

In addition to the provisions that have been regulated in various regulations relating to prenuptial agreements and their making, prospective husband and wife who wish to make a prenuptial agreement should also consider several other things outside the provisions that have been regulated, as follows:[56]

a. There is openness between the prospective husband and wife regarding financial conditions before and after their marriage takes place, so that both of them already know the pros and cons of the conditions they will face, it is hoped that later neither party will feel disadvantaged.
b. Both of them must have and fully understand and accept everything that was promised in the prenuptial agreement they made without any coercion or deception for that.
c. Choose an authorized official who has a good reputation and can maintain the objectivity of a prenuptial agreement so that both parties who make it get the justice they deserve.

[53] *Ibid*., Article 48.
[54] *Ibid*., Article 49.
[55] *Ibid*., Article 50.
[56] Rachmia Rachman, Erlan Ardiansyah, and Sahrul, "Tinjauan Yuridis terhadap Kepemilikan Hak Atas Tanah Dalam Perkawinan Campuran," *Jurnal Jambura Law Review* 3, no. 1 (January 2021): 14, https://ejurnal.ung.ac.id/index.php/jalrev/article/view/6857.

d. Although it is possible to make a marriage contract in written form under the hand, this should not be chosen. Making prenuptial agreement in the form of an authentic deed before a notary who has mutually agreed upon it so that the certainty of the date and content agreed in the prenuptial agreement is more guaranteed.

Constitutional Court Decision Number 69/PUU-XIII/2015 has changed Article 29 paragraphs 1, 3 and 4 of *UU Perkawinan*, which is hereinafter interpreted as follows:

(1) On time, before it is held or while in the marriage bond both parties on mutual agreement can submit a written agreement which is legalized by the marriage registration employee or notary, after which the contents also apply to third parties as long as the third party is involved.

(3) The agreement takes effect from the time the marriage takes place unless otherwise specified in the marriage agreement.

(4) As long as the marriage is in progress, the marriage agreement can relate to marital assets or other agreements that cannot be changed or revoked, except if both parties have an agreement to change or revoke, and the change or revocation does not harm a third party.

Decision of Constitutional Court Number 69/PUU-XIII/2015 has the following legal consequences regarding when a marriage agreement was made:[57]

a. Article 29 paragraph 1 *UU Perkawinan* concerning previous marriages stipulates that a prenuptial agreement can only be made before or at the time the marriage is carried out and then changed to be made in marriage as long as the marriage takes place, giving the meaning that the postnuptial agreement can be made at any time in accordance with the wishes of the husband and wife provided that the requirements for that are met. They can submit a written agreement which is then ratified by a marriage registration employee or notary and after ratification, this agreement also applies to third parties.

b. The marriage agreement is valid from the time the marriage takes place unless otherwise specified as stated in the marriage agreement. In other words, the validity of this postnuptial agreement can be applied backwards starting from the time the marriage took place, but both parties can also determine when it will take effect as long as this is included in the marriage agreement.

c. The marriage agreement that has been made by the husband and wife, based on mutual agreement, can be changed or revoked provided that the change or revocation of the marriage agreement does not harm third parties.

d. Changes to and annulment of the marriage agreement must also be legalized by the marriage registration officer which is not expressly stated in this decision. It is better if this is stated explicitly and enforced so that the changes and cancellations become applicable to third parties.

[57] Herlien Budiono, *Op. Cit.,* 84.

By making a postnuptial agreement between them, it is possible for their assets to be separated since the moment the marriage took place between the husband and wife. So that each husband and wife can manage their own assets and they have become independent both in terms of legal subjects and in relation to property in marriage.

This is due to the interpretation of Article 29 paragraph 3 of *UU Perkawinan* based on the Decision of the Constitutional Court Number 69/PUU-XIII/2015 which gives freedom to determine when the marriage agreement comes into effect, especially if the marriage agreement does not explicitly state when it will take effect. Thus it can be interpreted that the marriage agreement can be retroactive.[58]

If using a systematic interpretation, by linking article 1338 of *KUHPerdata* with Article 2 of *Algemeene Bepalingen van wetgeving voor Indonesie* (AB), retroactive application of a law or regulation is not justified/or prohibited. Article 1338 of the *KUHPerdata* reads: "All agreements made legally apply as laws for those who make them" and article 2 AB says: "Laws only apply for a later time and are not retroactive." Because a marriage agreement that is legally made applies as a law, the postnuptial agreement cannot be retroactive.[59]

Regarding the validity of the postnuptial agreement made in the ongoing marriage and its relation to joint property that is already owned by the husband and wife, Herlien Budiono emphasizes the things that must be considered, as follows:[60]

> "The existence of joint property that has occurred before the postnuptial agreement (made during marriage) which is the joint right of each husband and wife for ½ (half) of the undivided portion.
>
> So that:
>
> - Before the postnuptial agreement there was a mix of assets, whereas since the postnuptial agreement there was a separation of shared assets.
> - If the husband and wife make a postnuptial agreement throughout the marriage, while the agreement is stated to be valid from the time of marriage, then there has been mixed assets formed. In such a situation it is not possible to divide the mixed assets so that since the marriage until the date the marriage agreement was made remains mixed assets, whereas since the postnuptial agreement there has been a separation of assets.
> - Distributing a portion of the larger mixed assets to one of the parties, for example, the wife gets ¾ (three quarters) of the share, while the husband gets ¼ (one quarter) of the share, meaning that there has been a shift in assets between the two which can be classified as a grant. As for gifts between husband and wife during marriage, it is prohibited by law, except for gifts or gifts of movable objects whose price is not too high considering the ability of the donor (Article 1678 of *KUHPerdata*)."

[58] Damian Agata Yuvens, "Analisis Kritis Terhadap Perjanjian Perkawinan Dalam Putusan Mahkamah Konstitusi Nomor 69/PUU-XIII/2015," *Jurnal Konstitusi* 14, no. 4 (December 2017): 808, https://doi.org/10.31078/jk1445.
[59] *Ibid*.
[60] Herlien Budiono, *Op. Cit.,* 93.

Herlien Budiono also added that based on doctrine, the division of marital assets *(shared property)* between husband and wife who are still married cannot be carried out even if both parties agree to share it. Joint ownership between husband and wife can only be terminated if they are divorced or one of them dies.[61]

3.2. Husband and Wife Share Ownership in a Limited Liability Company

Arrangements regarding limited liability companies have existed for a long time, although they are not regulated in separate laws as currently exist, these arrangements regarding limited liability companies have been listed in Article 36 to 56 of *Wetbook van Koophandel voor Nerderlandsche Indie*, abbreviated as *WvK* and which we then know in Indonesian terms is the Code of Commercial Law or *KUHD*. Likewise with *Naamloze Vennootschap* or *NV*, which also changed the language to become a limited liability company or PT.[62]

This *NV* institution originating from the Netherlands actually started from an institution called *De Verenigde Oost-Indische Compagnie*, abbreviated as *VOC*. *VOC* was born due to the enormous need for capital to organize a voyage from the Netherlands to the archipelago (now Indonesia) for a number of small companies which were a combination of ship entrepreneurs who were individuals (*reders*), but the strength of the capital accumulated by these *reders* was still limited. They then invited other colleagues who were willing to invest in the voyage. These investors do not participate actively in management and do not need to be responsible for more than the capital they have invested, different from *reders* whose responsibility extends to personal property owned. In this effort, investors are also divided into *commenda participale*, namely the term for investors only, while *reders* are known as *principale reders*.[63]

This form of accountability can be equated with the current *Comanditaire Vennootschap* or CV. As a marker, the *Comanditairre Participale* is given a marker, namely *penningen* which can be transferred to other parties. Over time, with the wider scope of shipping carried out, more capital was needed, finally a merger was held between *principale reders* and *commenda participale* in a body known as *VOC*. *Principale reders* investors now no longer need to organize, they are now purely just being investors. Management of the running of *VOC* was handed over to a management organ called the *De Heeren Zeventien*. Then over time, *VOC* changed to *NV*, because its main interest is in raising capital. So based on the description above, it can be said that *NV* is indeed an association of capital associations.[64]

Penning is the forerunner of the stock we know today. Through *penning*, capital participation can be realized its mobility or can be transferred to other parties. Because this limited liability company collects capital, it is related to capital that is given

[61] *Ibid.,* 93.
[62] Rudhi Prasetya, *Op. Cit.,* 2.
[63] *Ibid*., 3.
[64] *Ibid*., 3–4.

characteristics, namely, shareholders who have put their capital into the limited liability company cannot withdraw their capital. This is intended so that capital in the limited liability company can be relatively stable. If the shareholder wants to leave the limited liability company, then the mechanism taken is not by withdrawing the shares that have been deposited into the limited liability company, but by transferring the shares to another party, which can be fellow existing shareholders.[65]

Capital in a limited liability company is divided into 3 types, as follows:[66]

a. Authorized Capital (*statutaire capital*/statute capital);
b. Issued Capital (*geplaats capital*/authorized capital); and
c. Paid-up capital (*gestort capital*/paid capital).

What is meant by authorized capital is the maximum capital of a limited liability company that is required to run the business of a limited liability company. Furthermore, the issued capital is capital in a limited liability company that has been agreed to be included in a limited liability company which will be established by the founders (when the company has not yet been established) or by shareholders which is an addition to the previously issued capital. Whereas what is meant by paid-up capital is the issued capital that has been taken part by the founders or shareholders which must be deposited by the founders or shareholders.[67] The issued capital of a limited liability company must be paid up in full, so that the total issued capital and paid-up capital are the same.

The capital partnership that is included in a limited liability company does not only have to be in the form of an amount of money, but other tangible objects can also be handed over where these objects must be valued at a certain amount of money either by an official appraiser or at a value mutually agreed upon by the shareholders. The capital that is put into the company in the form of goods is known as *inbreng*, which is also called "income money". What can be included in this income is only objects that can be valued in money only. An agreement such as a work agreement cannot be entered into a limited liability company, because it is not a right but there is a legal relationship, which besides containing rights, also contains obligations.[68] Capital in the form of tangible objects must be followed by an announcement in a newspaper no later than 14 (fourteen) calendar days from the signing of the deed of establishment or the date of the general meeting of shareholders which decides to approve the deposit of capital in the form of goods.[69]

For the deposit of shares in the form of cash, the deposit must be proven with valid proof of deposit for that purpose. Evidence of this deposit must show that the money deposited by the shareholder has entered the account in the name of the said limited liability company. In addition, there are other forms that can be used as evidence that the shares taken by the shareholders have been deposited, namely by having data in the

[65] *Ibid*., 17–18.
[66] *Ibid*., 124.
[67] Gunawan Widjaja, *Hak Individu & Hak Kolektif Para Pemegang Saham* (Jakarta: Forum Sahabat, 2008), 6–7.
[68] J. Satrio, *Perseroan Terbatas (Yang Tertutup) Berdasarkan UU No. 40 Tahun 2007 Bagian Pertama* (Depok: Rajawali Press, 2020), 31–32.
[69] Article 34 paragraph 3 of *Law Number 40 of 2007 on Limited Liability Companies.*

financial statements that have been audited by an accountant or the company's balance sheet which shows that there has been an inflow of capital and signed by the directors and the board of commissioners.[70]

Shareholders or other creditors who have bills to a limited liability company cannot immediately use their claim rights to be compensated with their obligation to make capital contributions to the company for the shares they have taken, unless the compensation is approved by the shareholders and decided through a general meeting of shareholders.[71]

The type of claim that can be compensated for as a capital deposit must be a claim that arises due to the following reasons:[72]

a. The limited liability company has received money or tangible or intangible objects that can be valued in money;
b. The party who becomes the guarantor or guarantor for the limited liability company's debt has paid off the limited liability company's debt in the amount guaranteed or borne by it; or
c. The limited liability company becomes the guarantor or guarantor of debt from third parties and the limited liability company has received benefits in the form of money or goods that can be valued in money which have been directly or indirectly received by the limited liability company.

Apart from being a capital partnership, another characteristic of a limited liability company that is quite prominent is its personality. There are several corporate personality theories that suggest this, namely:[73]

a. Fiction Theory, the main thing put forward in this theory is that:
   - limited liability company is an organism that has a separate legal identity of its members or owners.
   - thus a limited liability company is an artificial legal entity whose existence is presented through a legal process, so that it is basically fictitious.
   - birth solely through government approval in the form of fiat or approval or consensus of the government.

   So according to this theory, personality or personality as a legal entity is the existence of "legal recognition" of the interests of certain groups of people to carry out company or business activities.
b. Realistic Theory, this theory sees:
   - limited liability company as a group whose activities and activities are “separate legal recognition” from the activities and activities of the individual groups involved in the limited liability company.
   - thus the number of participants (aggregate) is separated from the components (aggregate distinct or separate from components).
c. Contract Theory

[70] *Muhadi, Hukum Perusahaan Bentuk-Bentuk Badan Usaha di Indonesia* (Bogor: Ghalia Indonesia, 2022), 97.
[71] Article 35 paragraph 2 of *Law Number 40 of 2007 concerning Limited Liability Companies.*
[72] Gunawan Widjaja, *Op. Cit.,* 8.
[73] M. Yahya Harahap, *Hukum Perseroan Terbatas* (Jakarta: Sinar Grafika, 2013), 46–54.

A limited liability company as a legal entity is considered a contract between shareholders and between shareholders and the government on the other hand.

A limited liability company is an independent legal entity (character of *standi in judicio*) which has different characteristics from other forms of business which are its characteristics, as follows:[74]

a. Is an association or association of capital;
b. The assets and debts of a limited liability company, separate and independent, have nothing to do with the wealth and debts of its shareholders;
c. Shareholders have limited responsibility, namely only limited to the capital that has been deposited into the company, are not responsible for company losses that arise in excess of the number of shares that have been deposited into the limited liability company if in the course of the company, losses occur and are not also responsible personally for all engagements made on behalf of a limited liability company;
d. There is a difference in the function of the shareholders as the owners of shares in a limited liability company and the management of the company which is carried out by the directors;
e. As a supervisor for the actions carried out by the directors in running the company, there is a board of commissioners who are responsible for this;
f. The general meeting of shareholders (*Rapat Umum Pemegang Saham/RUPS*), both the annual *RUPS* and the extraordinary *RUPS* are the highest authority holders.

According to the provisions in Article 3 paragraph 2 of UU PT, the provisions concerning the limited liability of shareholders in a limited liability company do not apply if:[75]

a. The requirements for a limited liability company as a valid legal entity have not been or have not been met;
b. The Company is only used/or exploited for the personal benefit of its shareholders in bad faith;
c. There is involvement of shareholders in unlawful acts committed on behalf of a limited liability company;
d. Limited liability company assets are used by shareholders for personal gain so that in the end it is not enough to pay the limited liability company debt that arises.

A limited liability company is a legal entity established based on an agreement between its founders. The definition of agreement can be seen in Article 1313 of *KUHPerdata* which stipulates that “an agreement is an act by which one person or more binds himself to another person or more".

[74] Rai Widjaya, *Op. Cit.,* 143.
[75] Nindyo Pramono, *Hukum Bisnis* (Tangerang: Penerbit Universitas Terbuka, 2020), 352.

With regard to the principle of the agreement stipulated above, Article 7 of UU PT has stated this, which expressly states that a company is established by 2 (two) people or more (both individuals and legal entities). It is impossible for a limited liability company to be founded by only one person.[76]

In relation to the agreement made by the founders of the company, it must be noted that they are obliged to comply with the provisions regarding the legal requirements of an agreement regulated in Article 1320 of *KUHPerdata*, as follows:

1. There is an agreement between the parties who bind themselves. The founders must have agreed in advance regarding the company they want to establish including arrangements regarding rights and obligations and the division of tasks between them. This agreement is of their free will, there is no coercion or deception.
2. The ability to make an agreement. The founders must be competent based on the provisions stipulated by law.
3. A certain matter. This matter is the subject matter of the terms agreed by the founders of the company.
4. For a lawful cause. An agreement can occur because of a cause or underlying reason that does not conflict with laws and regulations, public order and decency.

Parties wishing to establish a limited liability company can be anyone and it is not determined what kind of individual or legal entity can establish a limited liability company as long as they can fulfill the legal requirements of an agreement in establishing a limited liability company. Individuals who are a husband and wife can also establish a limited liability company, whether those who enter into a marriage by making a marriage agreement or not.

If the husband and wife enter into a marriage agreement regarding the separation of their assets, of course this will not be an obstacle in establishing a limited liability company, because they are two different individuals who are separated individually and also in assets. It is different with a husband and wife who are married and do not make a marriage agreement regarding the separation of their assets which results in a joint property in the marriage they carry out. Both of them own the property, the husband's property is the wife's property and the wife's property is also the husband's property. Because UU PT requires each founder to take part in capital in the company, so a husband and wife who got married without making a marriage agreement regarding the separation of assets cannot become the founders of the company with only the two of them. Their assets are one so that the initial provisions of the establishment which require the existence of a capital partnership are not fulfilled.[77]

The establishment of a limited liability company which from the start was only carried out by husband and wife (who do not have a marriage agreement), without the participation of other parties, can be interpreted as a single shareholder, but this is different from the provisions of a limited liability company which only has one

[76] Rai Widjaya, *Op. Cit*., 132.
[77] Herlien Budiono, *Op. Cit.,* 31.

shareholder as stipulated in Article 7 paragraph 5 of UU PT. This paragraph stipulates that a limited liability company that has obtained the status of a legal entity and then its shareholders, which were originally founded by 2 (two) people or more, become less than 2 (two) people or it can be said that there is only one person left so that it becomes a single shareholder, then within 6 (six) months since the said condition, the limited liability company must issue new shares to be taken up by the new shareholders or the sole shareholder is obliged to transfer some of the shares it owns to new shareholders who will participate in the limited liability company with him. If this is not done, then the sole shareholder is personally responsible for all engagements and losses incurred by/on the limited liability company.[78]

Therefore, if a limited liability company is founded by a pair of husband and wife who did not make a marriage agreement regarding the separation of their assets beforehand, they generally invite a third party to comply with the provisions of Article 7 paragraph 1 of UU PT. The presence of this third party will continue as long as the limited liability company exists. If this third party wants to resign, then another third party must replace his position in the limited liability company.

These third parties are generally only purely shareholders and do not participate in management activities within the board of directors or supervision within the board of commissioners.

With the decision of the Constitutional Court Number 69/PUU-XIII/2015 which allows a pair of husband and wife to make a marriage agreement regarding the separation of assets at any time during their marriage, it also has an impact on limited liability companies whose founding is the husband and wife who then invite third parties as a complement to the requirements. The husband and wife can make a marriage agreement regarding the separation of their assets. Furthermore, after the agreement is ratified by the marriage registrar, the agreement is officially binding and to be obeyed by third parties and thus the husband and wife are independent both in terms of individuals as legal subjects and in terms of property ownership.

4. CONCLUSION

The impact of the presence of Decision of the Constitutional Court Number 69/PUU-XIII/2015 provides a breath of fresh air or an opportunity for husband and wife who, in the course of their marriage, require a marriage agreement regarding the separation of assets. Not only for mixed marriage couples (Indonesian citizens with foreign nationals) but also for marriages carried out by fellow Indonesian citizens.

Likewise with husbands and wives who, because of a joint asset, previously had to invite a third party to participate in becoming shareholders in the limited liability company they are about to set up, now, by making a marriage agreement regarding the separation of assets, they no longer need the presence of a third party in shareholding. Shares in the said limited

[78] Article 7 paragraph 5-6 of *Law Number 40 of 2007 concerning Limited Liability Companies.*

liability company can now be owned only by the husband and wife because they are separate parties as individuals and also in capital associations.

In order to guarantee the interests of third parties so that no one is harmed since the marriage agreement was made by the husband and wife, they are required to state that the marriage agreement regarding the separation of assets is valid and binding starting from the legalization by the marriage registration officer, not from the time the marriage took place. Thus it is clear the rights and obligations related to the property they acquire in marriage. Before the marriage agreement is made, property (including rights and obligations that arise) that existed during the marriage remains their shared rights and obligations. Meanwhile, all rights and obligations that arise related to marital property become the property or obligations of the husband and wife respectively.

REFERENCES

Adi, Theo. "Mengapa Banyak Orang Memilih Jadi Pengusaha?" *Siker.id*, December 29, 2021. https://www.siker.id/detail/tips/592/artikel/why-many-orang-melect-jadi-pengusaha.

Asyhadie, Zaeni, Sahruddin, Lalu Hadi Adha, and Israfil. *Hukum Keluarga Menurut Hukum Positif di Indonesia.* Depok: PT RajaGrafindo Persada, 2020.

Budiono, Herlien. *Demikian Akta Ini (Tanya Jawab Mengenai Pembuatan Akta Notaris di Dalam Praktik).* Bandung: Citra Aditya Bakti, 2018.

Budiono, Herlien. *Kumpulan Tulisan Hukum Perdata di Bidang Kenotariatan Buku Kesatu.* Bandung: Citra Aditya Bakti, 2016.

Compilation of Islamic Law.

Darmabrata, Wahyono, and Surini Ahlan Sjarif. *Hukum Perkawinan dan Keluarga di Indonesia.* Jakarta: Badan Penerbit Fakultas Hukum Universitas Indonesia, 2004.

Decision of Constitutional Court of the Republic of Indonesia Number 69/PPU-XIII/2015.

Efendi, Jonaedi and Prasetijo Rijadi. *Metode Penelitian Hukum Normatif dan Empiris.* Jakarta: Kencana, 2022.

Harahap, M. Yahya. *Hukum Perseroan Terbatas.* Jakarta: Sinar Grafika, 2013.

Ibrahim, Johnny. *Teori dan Metodologi Penelitian Hukum Normatif.* Malang: Bayumedia Publishing, 2013.

Kie, Tan Thong. *Studi Notariat & Serba-Serbi Praktek Notaris Buku Kesatu*. Jakarta: PT Ichtiar Baru Van Hoeve, 2000.

Law Number 1 of 1974 concerning Marriage.

Law Number 40 of 2007 concerning Limited Liability Companies.

Muhadi, *Hukum Perusahaan Bentuk-Bentuk Badan Usaha di Indonesia.* Bogor: Ghalia Indonesia, 2022.

Pramono, Nindyo. *Hukum Bisnis.* Tangerang: Penerbit Universitas Terbuka, 2020.

Prasetya, Rudhi. *Teori dan Praktik Perseroan Perdata*. Jakarta: Sinar Grafika, 2014.

Presidential Regulation of the Republic of Indonesia Number 2 of 2022 concerning National Entrepreneurship Development for 2021-2024.

Rachman, Rachmia, Erlan Ardiansyah, and Sahrul. "Tinjauan Yuridis terhadap Kepemilikan Hak Atas Tanah Dalam Perkawinan Campuran." *Jurnal Jambura Law Review* 3, no. 1 (January 2021): 1–18. https://ejurnal.ung.ac.id/index.php/jalrev/article/view/6857.

Safutra, Ilham. "Terus Didorong, Tren Tasio Wirausaha Mulai Menigkat." *Jawa Pos*, December 11, 2020. https://www.jawapos.com/economy/01302528/continuously-driven-trend-entrepreneurial-ratio-start-increasing.

Saputra, Agus. " Mengapa Harus Memilih Perseroan Terbatas?" *Binus University Business Law*, October 31, 2017. https://business-law.binus.ac.id/2017/10/31/mengapa-harus-memilih-perseroan-terbatas/.

Sari, Irma Devita Purnama. *Kiat-kiat Cerdas, Mudah dan Bijak Mendirikan Badan Usaha.* Bandung: Kaifa, 2010.

Satrio, J. *Perseroan Terbatas (Yang Tertutup) Berdasarkan UU No. 40 Tahun 2007 Bagian Pertama.* Depok: Rajawali Press, 2020.

Sembiring, Rosnidar. *Hukum Keluarga: Harta-harta Benda Dalam Perkawinan.* Depok: Rajawali Press, 2017.

Soekanto, Soerjono. *Pengantar Penelitian Hukum.* Jakarta: Universitas Indonesia, 1986.

Subekti. *Pokok-Pokok Hukum Perdata.* Jakarta: Intermasa, 1991.

Widjaja, Gunawan. *Hak Individu & Hak Kolektif Para Pemegang Saham*. Jakarta: Forum Sahabat, 2008.

Widjaya, Rai. *Hukum Perusahaan, Undang-undang dan Peraturan Pelaksanaan Undang-undang Di Bidang Usaha.* Bekasi: Kesaint Blanc, 2005.

Yuvens, Damian Agata. "Analisis Kritis Terhadap Perjanjian Perkawinan Dalam Putusan Mahkamah Konstitusi Nomor 69/PUU-XIII/2015." *Jurnal Konstitusi* 14, no. 4 (December 2017): 799–819. https://doi.org/10.31078/jk1445.