

Significance of Spousal Consent in a Loan Agreement as The Enforcement of Joint Asset Provision

Tifauni Anne Guntari,S.H¹, Hening Hapsari Setyorini S.H., M.H.²

tifaunianneg@gmail.com¹, hening.hapsari@gmail.com²

Faculty of Law, Universitas Indonesia, Depok, Indonesia¹

Faculty of Law, Universitas Indonesia, Depok, Indonesia²

Article Info

*Received:*2023-01-12

Revised: 2024-01-12

Accepted: 2024-12-2024

Keywords:

Joint asset, consent, loan agreement

Abstract

Joint asset causes legal consequences in entering into a loan agreement and its accessor, collateral agreement. These legal consequences shall arise as spousal consent is necessary in entering into such agreement. However, many collateral agreements are arranged without a spousal consent. The purpose of this writing to find out the legal consequences of collateral agreements which are entered into only by one of the parties, husband or wife, over the joint assets and responsibility(s) of the Notary Public and Land Deed Official Certifier ("Pejabat Pembuat Akta Tanah/ PPAT") regarding the agreement. This study utilizes normative juridical approach which was carried out by examining data from legal norms in the society, including laws and regulations. Based on its characteristic, this research is a descriptive study. The result of this study is agreement remains binding on the joint asset despite the collateral agreement being entered into without spousal consent. Meanwhile, the responsibility of the Notary Public and PPAT if they are proven to neglect their obligation is considered unlawfulacts.

I. Introduction

Joint assets cause the husband and wife having to give their respective consent in taking any legal actions. An obligation for a consent shall be referred to Article 36 of Law Number 1 of 1974 concerning Marriage ("Marriage Law").¹ The definition of joint asset based on Article 35 of Marriage Law shall be any assets acquired

¹ Article 36 of Law Number 1 of 1974 concerning Marriage

during the marriage.² The provisions on joint asset have previously been regulated in Article 119 of the Indonesian Civil Code (“KUH Perdata”) which states that according to law, since the marriage starts, joint asset occurs unless otherwise agreed.³ Based on this provision, we can conclude that the husband and wife’s assets, both assets and liabilities, will be joint after marriage.⁴ Therefore, any legal actions taken by husband or wife against the joint asset, should be obtained Spousal Consent.

Spousal Consent is considered highly significant in making any legal actions, especially when it comes to the loan agreement and collateral agreement because it will have an impact on the joint assets which will be used to repay the loan. A third party entering into an agreement regarding high-risk joint asset will always ask for the spousal consent.⁵ Joint asset will cause confiscation of all joint assets in the event of bankruptcy.⁶ These provisions are strictly regulated because many cases occur when the husbands or wives state that they are not included when the agreement was made or they are not well-informed that there is a loan agreement.⁷ However, as there is no separation of assets, it should be confirmed that they indirectly enjoy the yields of such loan agreement.⁸ Because when there is no separation of assets between the husband and wife from the prenuptial agreement, it is consider that one of the parties also owns a half of the assets.⁹

Therefore, the requirement for the Spousal Consent can be difficult to be applied in practice because the spouse should agree to carry out legal actions. The absence of consent can cause problems in legal actions carried out by only one party. One of the problems is regarding the name in certificates of objects that are joint assets. Even though the collateral asset only includes the name of one of the husband or wife, it is important to note that if there is not a prenuptial agreement that separates their assets, the provision is that one party also owns half of the value of the assets being pledged. Second problem is regarding the presence of the husband or wife because it often happens that their spouse is not present during the arrangement of loan agreement. Usually, when they cannot present in that process, they can give consent with letter. But certainly, it has a risk of consent letter forgery, as the husband or wife is not participated in the

² Article 35 of Law Number 1 of 1974 concerning Marriage

³ Indonesia Civil Code

⁴ Bayturrochman Siti, “Bentuk Persetujuan Istri dalam Hibah Tanah Harta Bersama Pada Putusan Pengadilan Negeri Kupang Nomor 190/Pdt.G/2018/PN.Kpg”, (Thesis for Completing the Programme of Master of Notarial Law at the University of Indonesia, 2021), p 7.

⁵ *Ibid*

⁶ *Ibid*

⁷ Arini DwiYanti & Syafira Adlina, “Ambiguitas Pengaturan Harta Bersama Dalam Dimensi Kepailitan Ditinjau Berdasarkan Asas Keadilan”, *Padjadjaran Law Review*, Vol. 11, No. 1, 2023, p. 82.

⁸ *Ibid*

⁹ Jane Elizabeth Priscillia Chendra, et al., “Kepastian Hukum dalam Perbuatan Hukum atas Harta Bersama”, *Mimbar Hukum*, Vol. 32, No. 2, 2020, p. 311-312.

arrangement of agreement.¹⁰

An example of such cases is the verdict of Central Jakarta Court number 210/PDT/2016/PT.DKI where the Plaintiff, who was the wife of a dead husband, was not bound in a marital agreement. The Plaintiff knew and obtained a photocopy of the Spousal Consent from the Defendants, where 1 (one) of the executed documents has been modified in such a way into 2 (two) pages. The pages, which are never signed nor initialed by the Plaintiff, mention some sentences which principally state a willingness to give a consent to the Plaintiff's late husband to become an individual guarantor under a deed made before a Notary Public for a debt taken by the Fourth Defendant. Apparently, according to the Loan Agreement, the amount is enormous because it is amassed up to tens of millions United States Dollars or equal to hundreds of billions of Rupiahs. Another case is the verdict of Samarinda court number 145/PDT/2020/PT SMR, i.e. a case regarding a husband who just found out that the loan agreement entered into by his wife (First Defendant) has made the land and building which was the residential house of the Plaintiff and Defendant as the collateral. In addition, there is a case which takes place when the joint asset has been proffered in the Supreme Court Decision Number 222/K/Pdt/2017. The Plaintiff in this case has been suing for the joint asset object which has been auctioned, while the buyer has shown good faith. However, the auction of such seized asset was found to have an error in terms of agreement preparation. The First Defendant, who is the Plaintiff's husband, used the land and building which are the joint asset without the Plaintiff's knowledge and even obscured and eliminated the Plaintiff's property right. This case also involves the Second Defendant as the creditor who did not clarify nor verify the property right on such land and building made as collateral.

Based on the cases as referred to in those verdicts, we can conclude that an agreement that was made without spousal consent will hinder the Creditor to claim for repayment. The collateral may assist the Debtor's repayment if there is a default as referred to Article 1131 of the Indonesian Civil Code. Such article states that all properties of the debtor, either movable or immovable and either existing or going to exist in the future, shall become collaterals for all individual agreements, or in other words, they shall serve as general collaterals. In addition, the collateral may provide more beneficial position for the creditor. Such beneficial position shall be stated in Article 1132 of the Indonesian Civil Code which regulates the assets shall serve as joint collateral for the creditors; the proceeds thereof shall be divided among the creditor in proportion to their loan, unless there exists a legal order of priority among the creditors. Because of its importance, the parties put it into a notarial deed. For the Deed Granting Process Mortgage ("Akta Pemberian Hak Tanggungan/APHT"), the parties put in into PPAT's deed.

In terms of such cases, the notary public or PPAT, should be aware with the Debtor's

¹⁰ *Ibid*

marital status. In arranging loan agreement and their collateral agreement, the notary public or PPAT should check the Debtor's identity (KTP). If the Debtor has married, there is a possibility that the Debtor and their spouse may applied joint asset provision. Furthermore, the spouse who is not requested to provide her/his consent will also suffer from losses because the joint assets of the husband and wife are also affected. If the notary public or PPAT does not check the Debtor's marital status, it may cause losses to the creditor because the Credit should be easily executed the asset. However, if there is a lawsuit filed by the spouse who does not consent, the Creditor may find difficulties in executing the collateral object.

Based on such case, there are two issues. First is the issue related to legal consequences of a loan agreement and collateral agreement over joint asset which is entered into by one of the parties without spousal consent. The second issue is the scope of the parties' responsibility, specifically the Notary Public and PPAT as public officials, in preparing such agreement.

2. Research Method

This research was conducted by utilizing the normative juridical approach. A normative juridical approach is carried out by examining data from legal norms in the society, including laws and regulations.¹¹ The focus of this paper is the legal norms in the laws and regulations. In addition, a study of literatures was also carried out by reviewing books, court verdicts, journals, and other scientific works. Based on the characteristic, this research is a descriptive study which attempts to describe and interpret an object.¹² In this case, it describes the case of entering into a collateral agreement without the Debtor's spouse's consent.

3. Results and Discussion

Legal consequences of a loan agreement which only entered into forced by one of the parties, i.e. the husband or wife, regarding the joint asset

Each legal experts have their own views on whether the loan agreement arranged by only husband or wife, can be repaid from the joint assets. Prof. R. Subekti, SH, in his book entitled "Pokok-Pokok Hukum Perdata", stated that regarding responsibility for a debt, it must be first set out whether the debt is personal or is taken for collective needs.¹³ For personal debts, the first asset to be executed is the personal asset.¹⁴ However, if there is no personal property or such personal asset is not sufficient to repay the debt, the joint asset may be appropriated. Meanwhile, in the case of joint asset, such joint asset must be executed.¹⁵ If it is not sufficient, the personal property can be sequestered.

¹¹Zainudin Ali, 2013, Metode Penelitian Hukum , Jakarta: Sinar Grafika, p. 20.

¹²Cut Medika Zellatifanny, et al., "Tipe Penelitian Deskripsi dalam Ilmu Komunikasi", Journal Diakom, Vol. 1 No. 2, 2018, p. 84.

¹³Subekti, 2003, Pokok-Pokok Hukum Perdata, Jakarta: Intermasa, p. 34.

¹⁴*Ibid*

¹⁵*Ibid*

J. Satrio in his book, *Hukum Harta Perkawinan*, quoted Article 130 of the Indonesian Civil Code which stated that total joint debts can be collected from the husband and it does not diminish the husband's right to reclaim a half part from the wife or inheritors.¹⁶ According to the Article 130 of the Indonesian Civil Code, the Creditor can collect all debts to the husband.¹⁷ However, an issue arises, whether it is possible if the personal asset repayment is taken from the joint asset.¹⁸ Article 23 Law Number 37 of 2004 concern Bankruptcy and Postponement of Debt Payment Obligations ("UU Kepailitan dan PKPU") states that in an insolvency the debtor includes the wife or husband of the insolvent debtor who is married under the joint asset provision. Thus, it can be concluded that the joint asset can be accounted for any personal debt taken during the marriage.¹⁹

An opinion that the joint assets can be accounted for any debts made by the husband or wife is also mentioned in the Verdict of the Central Jakarta District Court Number 136/Pt.G/2013/PN.Jkt.Pst supported by the verdict of the Jakarta Special Capital Region High Court Number 210/Pdt/2016/PT.DKI. This verdict states that a personal collateral agreement is not binding the inheritance of the Plaintiff's late husband in a half of the relevant joint assets. This verdict implicitly mentions if the collateral agreement is applicable, it will affect a half of the relevant joint assets. Therefore, the Creditor should check the Debtor's status, whether the Debtor is bound into a marital relationship or not. The same practice also applies to certificates, where they are on the name of one of the parties only. Likewise, it is also necessary to recheck whether there is a prenuptial agreement between the husband and the wife. When there is no prenuptial agreement, there will be a consequence to be bound in the joint asset ownership.

However, not all marital assets can be categorized as joint asset. Classification of the joint and personal asset as regulated in Article 35 of the Marriage Law shall be as the following.

- a. Assets acquired during the marriage, i.e. joint assets;
- b. Personal assets of the respective husband and wife and assets acquired by the respective husband and wife as gifts or inheritance under their respective control, unless stipulated otherwise.

Scope of the joint assets may include²⁰:

- a. the husband's income and revenue;
- b. the wife's income and revenue; or
- c. the husband and wife's personal asset revenue acquired during the marriage.

Article 36 states that legal actions against the joint assets may only be taken if the husband or wife has consented to such actions. Moreover, the consent is not necessary for the personal assets because it will always be under the control of the respective party, thus the husband or wife can take any legal action regarding their respective personal assets. The scope of personal assets is, as follows:

¹⁶ J. Satrio, 1991, *Hukum Harta Perkawinan*, Bandung: Citra Aditya Bakti, p. 74.

¹⁷ *Ibid*

¹⁸ *Ibid*

¹⁹ *Ibid*

²⁰ Elva Monica Hubertina, "Pengalihan Hak Atas Tanah dari Harta Bersama yang dilakukan Tanpa Persetujuan Pasangan Suami Istri", (Thesis for the completion of the Programme of Master of Notarial Law at the Faculty of Law, University of Indonesia, 2021), p. 5.

- d. The husband or wife's personal asset brought into the marriage. This asset includes all debts existing prior to the marriage;
- e. Assets acquired as grant;
- f. Assets from inheritance;
- g. Proceeds from the husband or wife's personal assets during the marriage, including debts incurred in the management of these personal assets.

Even though the joint asset acquired during the marriage is only registered under the name of one party, it will remain as the joint asset.

Regarding proof that the assets being guaranteed are joint assets or not, Yahya Harahap summarizes that there are several jurisprudences that show the extent of assets in marriage. All assets can be proven obtained during the marriage, even if the assets are registered in the name of the husband or wife, as long as there is no prenuptial agreement during marriage.²¹ This is based on the jurisprudence of the Medan High Court Number 393/1973 which considers that²²:

"The opponent could not prove that the defendant's house/land was acquired before her marriage to her husband and it was also proven that according to the date of the building permit, the house was built during her marriage to her husband."

Based on this explanation, a loan agreement which is entered into by only a husband or wife can be repaid with the joint asset, thus, the Debtor's spouse's consent is necessary. Therefore, to avoid the risk of loss because the object of joint property it is required to ask the Spousal Consent when arranging loan agreement with Debtor. It is also important to check the identity of the party pledging the property, so that the object of collateral cannot be sued by the Debtor's spouse in the future. It can be considered as the main reason why the purpose of prior consent is to avoid the risk of dispute regarding the joint assets provision.

Responsibility of the Notary Public and PPAT in arranging agreements without a Spousal Consent

Based on the Verdict Number 210/Pdt/2016/PT.DKI which supports the Central Jakarta District Court Verdict Number 136/Pdt.G/2013/PN.Jkt.Pst, the Plaintiff stated in the lawsuit, that such act may be categorized as an unlawful act. The case chronology is 2 (two) years before the Plaintiff's husband's death. The Plaintiff was given a sheet of paper by the late husband's staff. This paper mentions a request for the Plaintiff to sign a paper, which was read "The Spousal Consent is governed by the laws of the Republic of Indonesia, date". Meanwhile, the date of such letter was left blank. After the Plaintiff's husband passed away, the Plaintiff was demanded to repay debts under the Personal Guarantee Agreement. Such case then continued until a process at the Singapore High Court. During the proceedings, the Plaintiff found a fact that one sheet of paper which was once given by the staff of the Plaintiff's husband and contained the Plaintiff's signature, has been modified into two pages.

²¹ M Yahya Harahap, 1975, Hukum Perkawinan Nasional Berdasarkan Undang-Undang No.1 Tahun 1974 Peraturan Pemerintah No 9 Tahun 1975", Medan: CV Zahir Trading Co, hlm 119.

²² *Ibid*

The reason for the consent is also mentioned in the judge's considerations as referred to in the Verdict Number 177/Pdt.G/2018/PN Bpp supported by the Verdict Number 145/PDT/2020/PT SMR, which state that the third defendant III (Notary) should scratch or delete the loan agreement in the Notary's register. The Judges in such verdict consider that the practice requiring the spousal consent has become an internal policy in the loan sector. Therefore, if the requirement is not complied with, it is considered as an unlawful act. Related to such issue, the notary public or/and PPAT as the competent party to prepare an authentic deed should be able to guarantee the legal assurance for the deed they made.

The responsibility of the notary public and PPAT binds each deed they prepared. The notary public and PPAT generally will only be asked for her/his statement which is limited to any issues related to the deed made and whether there is any requirement which does not comply with the laws and regulations.²³ The responsibility of the notary public and PPAT is based on faults. Thus, if there is any faults or negligence deliberately committed by the notary public, the notary public must be held responsible for such deed. Provided that the notary public or PPAT has fulfilled their obligation under the laws and regulations, they cannot be held accountable because they are considered to only record the parties' statements.

In the case of the Notary Public, if an element which is unlawful is found, the Notary Public can be considered to violated the provisions of Article 16 paragraph (1) Law Number 30 of 2004 jo Law Number 2 of 2014 concern Law on Notarial Profession ("UU Jabatan Notaris") which require the notary public to act honestly, accurately, independently, non-unilaterally, and maintain the interests of the relevant parties in any legal action.²⁴ In addition, the PPAT should also be careful in preparing deeds, because if they are proven to collude for deliberately preparing deeds which violate the law, they shall be on serious offence regarding to Article 28 of the Regulation of the National Land Agency Chief Number 1 of 2006 concern Regulations of land deed certifier's deed (Peraturan PPAT) .²⁵ Such offences include assisting ill-faith consensus which causes a dispute or conflict regarding lands, giving false statement in the deed which causes a dispute or conflict regarding lands, making a PPAT's deed, provided that all of these actions are known by the relevant PPAT that the authorized parties intend to take a legal action or the proxy under the laws and regulations is not present before the PPAT, and the PPAT does not read the deed before the parties or the party that has not or is not authorized to take actions under the deed they made.

Legal consequences for the authorized official if such official is proven to commit unlawful acts, are lawsuits for the unlawful acts. The elements of the unlawful act based on the

²³ Dimas Almansyah & Mohamad Fajri Mekka Putra, "Tanggungjawab Notaris Dalam Pembuatan Akta Para Pihak Dibawah Tekanan dan Paksaan", USM Law Review Journal, Vol. 5 No. 2, 2022, p. 762.

²⁴ Article 16 paragraph (1) Law Number 30 of 2004 jo Law Number 2 of 2014 concern Law on Notarial Profession

²⁵ Article 28 of the Regulation of the National Land Agency Chief Number 1 of 2006 concern Regulations of land deed certifier's deed.

Article 1365 Indonesia Civil Code are unlawfulness, fault or negligence, loss, and causality between action and loss.²⁶ The element of unlawfulness may be fulfilled if it is proven that the Notary Public or PPAT has violated the applicable laws and regulations for arranging agreements. In terms of the element of fault, it can be explained that Article 1365 of the Indonesian Civil Code needs an element of fault to be proven.²⁷ In such case, it must be proven whether the notary public or PPAT has violated the laws in carrying out their profession. As explained previously, provided that the notary public has complied with their obligation under Article 16 paragraph (1) of the Law on Notarial Profession, the notary public cannot be held accountable because they are considered to only record the parties' statements when they arrange the agreement. In terms of PPAT, it can be considered that they violated the Article 28 paragraph (4) of the Regulation of the National Land Agency Chief Number 1 of 2006. Therefore, in order to decide on the element of fault, it can be discovered whether the Notary Public or PPAT has committed following violations in carrying out their profession²⁸:

- a. Actions against formal aspect committed by the Notary Public or PPAT are taken in full awareness and consciousness and planned. In this case, the violation may take place if the Notary Public or PPAT has agreed to take such actions.
- b. There is an action which does not comply with the law and is committed by the Notary Public or Land Deed Certifier;
- c. In case the Notary commits such act, the notary's action does not comply with the authorized institution, namely the Supervisory Council of Notaries

For the element of losses, this can be fulfilled if it can be proven.²⁹ Losses may be material, i.e. losses suffered by or profits to be obtained, if any. In terms of causality between action and loss, it is said that the action must be considered as a cause of the consequences, i.e. actions equal to the consequences.³⁰ In the Law on Notarial Profession, there are two factors which can cause losses to the parties in an agreement regarding Article 84 of the Law on Notarial Profession states if specific articles are violated:

- a. The Notarial Deed is only having a power of evidencing as a deed privately made;
- b. The Notarial deed shall be null and void.

If it is proven that such action is committed by any Notary or PPAT, they may be demanded to indemnify for any costs, damages, or interests.

Then, a question arose. How if the pledged object has already been executed? In this case, the issue lies on whether the buyer can be held accountable or not. Based on the Supreme Court Decision Number 222 K/Pdt/20187, the judges made a consideration by stating that the joint assets which have been put into collaterals and sold in an auction were not valid and as the buyer has shown good faith, the buyer shall be protected by the law. The wife (in such case, the Plaintiff) could bring it into a legal case by suing her husband (First

²⁶ Rosa Agustina, 2003, *Perbuatan Melawan Hukum* Cetakan I, Jakarta: Program Pascasarjana Fakultas Hukum Universitas Indonesia, p 122.

²⁷ *Ibid*

²⁸ Tumpal Naibaho, "Pengaruh Komparasi Terhadap Kekuatan Akta Otentik Sebagai Alat Bukti Atas Akta Yang Dibuat Oleh Pejabat Umum Ditinjau Dari Hukum Pembuktian", (Thesis for the Completion of the Programme of Master of Notarial Law, Faculty of Law, University of Indonesia, 2009), p. 61.

²⁹ *Ibid*

³⁰ *Ibid*

Defendant). Based on such decision, the third party cannot be sued because the third party has shown that s/he has shown good faith as buyer.

4. Conclusion

The conclusions of this study are as follows:

- a. Consequences of the loan agreement entered into without the Debtor's consent may remain binding the joint asset object. The underlying reason is because the joint asset means a half of the joint asset is owned by the husband and the other half is owned by the wife. Therefore, in order not to inflict any losses on one of the parties, to take legal actions against the joint asset, a consent from the Debtor's Spouse is necessary. Such consent is not necessary if the pledged asset is personal asset under the control of each husband or wife in the marriage or both parties have indeed entered into a prenuptial agreement of separation asset between husband and wife.
- b. The Notary Public and PPAT can be held accountable if they are proven not to carry out their obligation as referred to in Article 16 of the Law on Notarial Profession (for Notary Public) or Regulation of the National Land Agency Chief Number 1 of 2006 (for PPAT), which may cause material losses. Thus, the notary public and/or PPAT may be sued based on an unlawful act. As they are public officials who are authorized to prepare a deed, they do not act honestly and reliably. For example, they do not ask nor mention a statement of consent or they forge the statement of consent.

References

- Law Number 1 of 1974 concerning Marriage
Indonesia Civil Code
Law Number 30 of 2004 jo Law Number 2 of 2014 concerning Law on Notarial Profession
Regulation of the National Land Agency Chief Number 1 of 2006 concerning Regulations of land deed certifier's deed.
Ali, Zainuddin, *Metode Penelitian Hukum*. Jakarta: Sinar Grafika, 2013.
Agustina, Rosa, *Perbuatan Melawan Hukum Cetakan I*. Jakarta: Program Pascasarjana Fakultas Hukum Universitas Indonesia, 2003.
Harahap, M Yahya, *Hukum Perkawinan Nasional Berdasarkan Undang-Undang No.1 Tahun 1974 Peraturan Pemerintah No 9 Tahun 1975*. Medan: CV Zahir Trading Co, 1975.
Satrio, J, *Hukum Harta Perkawinan*. Bandung: Citra Aditya Bakti, 1991.
Soeryono Soekanto dan Sri Mamudji, *Penelitian Hukum Normatif*. Jakarta: Rajawali, 1985.
Subekti, *Pokok-Pokok Hukum Perdata*. Jakarta: Intermasa, 2003
Dara Qurhni Effida, Almansyah, Dimas dan Mohamad Fajri Mekka Putra, "Tanggungjawab Notaris Dalam Pembuatan Akta Para Pihak Dibawah Tekanan Dan Paksaan", *Jurnal USM Law Review*, Vol 5 No 2 (2022). Hlm 754-766.
Dwiyanti, Arini Dwiyanti & Syafira Adlina, "Ambiguitas Pengaturan Harta Bersama Dalam Dimensi Kepailitan Ditinjau Berdasarkan Asas Keadilan", *Padjadjaran Law*

- Review. Vol 11, No. 1 (2023). Hlm 81-90.
- Jane Elizabeth Priscillia Chendra, *et. al*, "Kepastian Hukum dalam Perbuatan Hukum atas Harta Bersama", *Mimbar Hukum*, Vol 32. No. 2 (2020). Hlm 309-331.
- Hubertina, Elva Monica, "Pengalihan Hak Atas Tanah dari Harta Bersama yang dilakukan Tanpa Persetujuan Pasangan Suami Istri." Tesis Magister Fakultas Hukum Universitas Indonesia, Depok, 2021.
- Naibaho, Tumpal, "Pengaruh Komparasi Terhadap Kekuatan Akta Otentik Sebagai Alat Bukti Atas Akta Yang Dibuat Oleh Pejabat Umum Ditinjau Dari Hukum Pembuktian." Tesis Magister Fakultas Hukum Universitas Indonesia, Depok, 2009.
- Siti, Bayturrochman, "Bentuk Persetujuan Istri dalam Hibah Tanah Harta Bersama Pada Putusan Pengadilan Negeri Kupang Nomor 190/Pdt.G/2018/PN. Kpg." Tesis: MKN Universitas Indonesia, 2021.