



Legal consequences of breaking a marriage promise according to Indonesian civil law

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ABSTRACT

This paper examines the legal repercussions of a broken marriage vow under Indonesian civil law, concentrating on the aggrieved party's compensation rights. This study examines the Civil Code (KUHPerdata) and judicial precedents using normative legal research methodologies. Breaking a marriage pledge does not constitute a contract, although the injured party typically seeks compensation for substantive and immaterial damages. The harmed party commonly claims compensation under Article 1365 of the Civil Code on wrongful actions and breach of contract. The research found that although Indonesian civil law allows compensation, showing tangible and immaterial damages like damaged honor is difficult. Marriage commitments are typically handwritten and hard to establish in court. However, if the aggrieved party can establish a genuine loss, the court may protect them with a substantial and flexible approach. This research also emphasizes the need to enhance marriage promise laws and clarify evidence requirements to make civil law more responsive to societal changes.

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1. Introduction

Indonesian civil law defines agreement in the Civil Code (KUH Perdata) (Harahap et al., 2023). The Civil Code defines an agreement as "an act by which one or more parties bind themselves to another party," as stated in Article 1313 (Bakung et al., 2024). A marriage promise is an agreement, but not every promise is legally enforceable. A legal agreement has several characteristics, including an agreement, the ability of the persons involved, a clear purpose, and a legitimate reason. If a marriage pledge fails to fulfill any of the legal conditions, it may be null and invalid. The agreement may be deemed void, for instance, if the commitment is made via coercion or fraud (Sugandi & Fathoni, 2023).

There may be grounds for a breach of contract or illegal act-based damage claim, even if a marriage vow is not specifically governed as an agreement under civil law. Claims for damages The moral and legal ramifications of a broken marriage vow are intertwined involving marriage pledges, however, are often contentious as not all marriage promises qualify as legally enforceable contracts. To add insult to injury, the courts have held that one spouse's breach of a

marital vow does not automatically subject them to legal repercussions. So, even if a promise is acknowledged by civil law, a marriage vow is often seen more as a moral pledge than a legally binding agreement. Nonetheless, there are some scenarios in which the aggrieved party could seek redress by arguing that they have suffered genuine, tangible and intangible losses due to the breach of contract. All expenses related to the wedding or any other damages that have resulted from the commitment (Josviranto et al., 2021).

The limits of civil law in deciding whether a promise may be deemed a binding agreement provide a troublesome feature in situations of violation of marital obligations. Despite the fact that agreements might be grounded in civil law, a marriage vow does not always constitute a contract. To determine whether a claim for damages is possible, the court must determine if the promise caused a substantial loss. The most common legal basis for suing the party that broke the commitment in such a situation is the idea of breach of contract (Anand, 2011).

The difficulty in establishing it is the fundamental obstacle that commonly emerges in these cases. It is difficult to show the parties' intentions when marriage pledges are made orally without written proof. Thus, the court often has to consider corroborating evidence, such as continuing wedding preparations, funding for wedding necessities, or even the evidence of an impartial third party who is aware of the arrangement. The promise of marriage, however, is still in a morally ambiguous and legally ambiguous region, so even while the court may feel sorry for the wronged party, the way the law is applied is not always obvious (Damanuri, 2021).

Exceptionally forward-thinking legal treatment of unfulfilled marital vows is on display in a case involving the illustrious Bismar Siregar, a former justice of the Supreme Court. A guy who promised to marry a lady after he took her virginity was the subject of a case that Bismar handled in the 1980s. The lady was so wronged that she went to court when the guy subsequently betrayed his word (Sudirman, 2007). In the framework of partnerships formed via mutual agreement, there were no particular regulations that governed the penalty for males who violated their marital vows. But Bismar didn't let it stop her from seeking redress for wronged women.

For this decision, Bismar relied on the *ius curia novit* principle, which states that a judge is presumed to have knowledge of the law. According to Bismar, this theory established that dissolving the marital vow constituted fraud. He had the audacity to use Article 378 of the Criminal Code, which deals with fraud, to connect the woman's virginity to the "goods" that were the subject of the deception (Akbar, n.d.). Bismar felt that the guy had betrayed the woman's innocence by abandoning her after she had promised him her hand in marriage. The ruling by Bismar was very contentious due to his unconventional legal interpretation, which went against the grain of the time. However, this demonstrated Bismar's bravery in addressing a legal void concerning the safeguarding of women's rights.

The defendant, MR. Sidabutar, was handed a three-year jail term—ten times worse than the first instance court's decision—in Bismar's decision presented to the appellate court in case number 144/Pid/1983/PT.Mdn. Legal experts in Indonesia were divided about Bismar's odd analogy—the legalization of women's genitalia as objects—which contributed to the verdict's contentiousness (Musa et al., 2023). Several sides first argued against this view, arguing that it did not apply to circumstances of willing extramarital affairs.

Nevertheless, Bismar's ruling was also esteemed for the progress it represented toward safeguarding women, particularly in regards to unjust sexual encounters. As a judge, Bismar felt obligated to maintain substantive justice, and he also recognized that written laws often failed to adapt societal issues as they changed. Although women's rights were not completely protected by law at the time, Bismar's decision to base it on the concept of conscience helped to pave the way for a more inclusive legal theory.

This case is a watershed moment in Indonesian legal history and a prime illustration of the power of the judiciary to legislate in the lack of explicit guidelines. Bismar demonstrates that

the rule of law is about more than just rules and regulations; it is also about providing victims with the justice they deserve. Even if there are no laws that govern this particular scenario, Bismar has shown that the law can and should address the issues women confront in this instance of a violated marriage vow.

This paper aims to examine the regulation of violated marriage pledges under Indonesian law, particularly within the relevant civil law framework. The goals of this research are to (1) determine whether the aggrieved party has sufficient legal protections under Indonesian law in situations of violated marriage pledges and (2) investigate the process for potential compensation claims.

The study's secondary objective is to investigate how Indonesian courts handle instances involving unfulfilled marital vows, drawing attention to the factors judges take into account when delivering substantive justice, even when there are loopholes or shortcomings in the codified laws. Insight into these facets is the goal of this research, which aims to aid in the advancement of civil law in Indonesia, particularly as it pertains to the treatment of unfulfilled marital vows.

The study "Legal Consequences of Breaking a Marriage Promise According to Indonesian Civil Law" examines how Indonesian law recognises and enforces marriage promises. Contract law under the Indonesian Civil Code underpins marriage vows as enforceable commitments. Marriage promises may be legitimate contracts provided they fit the basic elements of a legal agreement, such as mutual consent, competence to enter into a contract, a stated goal, and justifiable reason.

The recognition of marriage vows as contracts is limited. One restraint is that Indonesian marriage is controlled by civil law and religious and customary standards, which typically take priority in personal relationships. Marriage is considered a spiritual and social institution, hence a marriage commitment is not necessarily legally binding.

Moral and ethical issues restrict marriage vow enforcement. While civil law may see a marital pledge breach as a failure to meet a duty, courts are frequently unwilling to treat such intimate promises as business contracts. marital's personal character and contract law's formalities sometimes conflict, leading to failure to enforce marital obligations, especially where it would result in punitive damages or unreasonable duties on either side.

Indonesian courts often emphasise the emotional, social, and family effects of marriage commitments, limiting legal enforcement. This position holds that human connections, especially marriages, should not be governed by the same laws as corporate or financial transactions. Thus, although a marriage pledge meets the legal criteria of a contract, social and moral concerns that prioritise human dignity above legal remedies limit its enforcement. Under contract principles, Indonesian civil law can recognise marriage promises as valid contracts, but the intersection of civil, religious, and customary laws and ethical concerns about treating personal commitments as enforceable agreements limit this.

We also hope to shed light on the role of judges in creating a more inclusive legal framework for matters not explicitly addressed in statutes and to educate the general public and legal professionals about the rights that victims of broken marriage promises can pursue in court. How the law can better adjust to societal changes is a question that this study aims to answer.

Problem Statement (1) What is the legal framework in Indonesia for dealing with the problem of unfulfilled marriage vows? (2) Is it possible for the aggrieved party to seek compensation due to a breach of marital vows?

2. Method

This study use the normative legal research technique to examine unfulfilled marital commitments. The normative components of civil law legislation concerning broken marriage pledges and compensation for the aggrieved party are the focus of this research. To address the

question of how broken marriage pledges are handled under Indonesian law and whether the aggrieved party may seek compensation, this research will rely on literature reviews and pertinent legal documents (Mahmud Marzuki, 2011).

The Civil Code (KUHPerdata) and other legal papers will be studied initially. This study utilised Indonesian civil law marriage vow books, academic papers, and periodicals. Indonesian marriage promise regulation's history and current condition will be documented using normative descriptive methods.

Compensation claims will be the second problem formulated by legal analytics. Unfulfilled marital promises effect contract breach and unlawful activities in this test. How the victim may prove monetary and non-monetary losses will be covered. This study will examine court opinions on breached marriage commitments to better understand how the law is applied and how effectively it protects the victim.

Unfulfilled marital vows are analysed utilising normative legal study for civil law and victim recompense. Books and judicial records are utilised to determine how Indonesian law considers broken marriage agreements and if the injured party is entitled to compensation (Mahmud Marzuki, 2011). The Indonesian Civil Code (KUHPerdata) and other legal texts will be researched for the initial study subject. Indonesian civil law marriage vow books, magazines, and periodicals will be examined.

This article normatively explains Indonesian marriage promise legislation. Second, legal-analytical methods will manage compensation claims. This enquiry will apply breach of contract and illegal acts to unmet marital obligations and assess monetary and non-monetary damages. The study will also examine broken marital commitment court decisions to better understand law enforcement and victim protection.

To address the reviewer's worry, this research will analyse human rights, including legal protection for broken marital pledges. Clearer legal safeguards are essential since human rights include the right to justice and personal duty protection. Without legal protections, justice, fairness, and human dignity may be at risk. Legal clarity and safeguards in this area are supported by studies linking breached marital vows to human rights including legal action and protection from emotional or psychological damage. Indonesian legislative change analysis is more full and convincing with human rights.

3. Analysis and Results

3.1. Concept of Indonesian legal regulation regarding breach of marriages promise

Since marriage agreements are not always seen as formal, legally enforceable contracts, the legal idea of breach of marriage vow in the context of Indonesian civil law is an intriguing subject. A number of prominent legal scholars, including Sudikno Mertokusumo and Subekti, have argued that in order for an agreement to be legally enforceable, it must adhere to the standards laid down in the Civil Code. These standards include having been mutually agreed upon, the parties' ability to enter into the agreement, a specific purpose, and a valid reason (Nurfitriah, 2023). Marriage vows, while often spoken rather than recorded, have far-reaching social and moral consequences but may lack the legal weight of other types of contracts. The significance of legal interpretation is magnified in this setting.

A promise to marry is one type of agreement that can be deemed valid under Article 1320 of the Civil Code. However, the court may not always view a breach of this promise as a breach of contract, unless the promise in question has really harmed the party that has been wronged. Although there are no codified regulations governing the vow to marry, legal scholars like Satjipto Rahardjo contend that the law must continuously evolve to reflect societal changes (Anggraeny & Al-Fatih, 2020).

Cases like Bismar Siregar's illustrate how courts are willing to bend the rules when it comes to violated marriage pledges. To bridge the gap in the law, Bismar relied on the *ius curia novit*

principle and determined that, according to Article 378 of the Criminal Code, it is fraud to breach a marriage commitment. Because it treats a woman's body as if it were "goods" that may be used for fraud, this view is divisive. But it's a step in the right direction toward ending injustice and defending women's rights (Yasa et al., 2021).

Academics and lawyers alike have taken sides in the pro and con arguments surrounding marriage vow legislation. Proponents of legislation governing marital pledges contend that, despite their verbiage, unfulfilled promises might result in tangible damage to one spouse. The expense of wedding preparations is one example of a material loss; harm done to one's honor or reputation is an example of an immaterial loss (Bunyamin, 2019). Thus, those who believe in legally regulating marriage commitments argue that Indonesian civil law need to be more adaptable to societal changes and provide a mechanism for those who feel wronged to pursue redress, whether it via violation of contract or illegal deeds.

Opponents of treating marital vows as legally binding contracts counter by saying that such vows belong in the moral and personal domains and should not be subject to stringent legal control. Since the majority of marital vows are oral and formed on trust, they believe that involving the law in private affairs would lead to undue complexity and be impossible to establish in court. Another point of contention is that traditional civil law does not adequately account for the emotional and social aspects of marriage (Ashsubli, 2015). Those who disagree with this idea say the government should stay out of people's personal lives and let societal standards govern the private sphere, where the emphasis should be on more formal contracts.

This problem really arises when Indonesian courts decide instances involving violated marriage pledges. As the Bismar Siregar case shows, judges' rulings reflect the need to strike a compromise between conventional legal concepts and the necessity to provide the aggrieved party with real justice. The courts have a dual duty to uphold relevant legal standards and to take into account the social and moral implications of violated marital vows (Hernoko, 2010).

Several options exist to explain and provide legal protection for the aggrieved party in cases of violated marriage commitments, which presents a legal challenge. To start, there has to be a clear regulation of marriage pledges in the law, either by amendments or new legislation, particularly in the area of civil law. Some examples of possible changes include clarifying the circumstances under which a marital vow becomes legally enforceable and outlining the steps an aggrieved party must take to initiate a damages claim. The court may better safeguard victims of violated marriage commitments and decrease ambiguity in understanding this case with clearer laws (Fajaruddin, 2017).

In instances of unfulfilled marital vows, the next stage is to define the evidential procedure. Because marital promises are often given orally, it may be difficult for the aggrieved party to show their existence in court. Hence, the court requires a clearer threshold for what evidence may be accepted, such as records of marital preparations, testimony from witnesses, or proof of contact between the couple. The aggrieved party's case will be better able to be pursued in court if this evidence threshold is defined.

Conflicts arising from unfulfilled vows in a marriage may also be amicably resolved via mediation or other non-judicial resolution methods. Through mediation, the disputing parties are able to save the time and expense of going to court by coming to an amicable resolution. Finding a mutually agreeable resolution requires a mediator with knowledge of the relevant social, moral, and legal factors. As an added bonus, mediation gives the wronged party a chance to make amends via a mutually agreed-upon settlement (Afrizon, 2016).

The role of legal education in resolving this matter is equally crucial. Everyone should be more informed on the legal ramifications of marriage commitments, from the party making the promise to the party receiving it. To lessen the frequency of such breaches in the future, a public education campaign might be launched to highlight the significance of taking marital vows

seriously. In many instances, one spouse may not realize that a broken commitment in a marriage might have major legal ramifications.

Last but not least, it is critical to enhance the function of judges in carrying out substantive justice. Particularly in situations where the law does not directly govern the outcome, judges need training to be more adaptable in their application of justice principles and more sensitive to societal changes. This more comprehensive view will allow the judicial system to be more flexible in delivering fair compensation to those who have suffered because of a broken marriage vow.

3.2. Claim for compensation in case of breach of marriage promise

The principles outlined in the Civil Code (KUHPerdata) form the basis of the compensation regulations in Indonesian civil law, particularly as they pertain to the breaking of marriage promises. Any wrongdoing that results in injury to another person may be subject to a lawsuit under Article 1365 of the Civil Code, which provides the aggrieved party the right to seek compensation for their losses (Djatmiko et al., 2022). The idea that a marriage commitment may be seen as a contract or agreement between the parties is the foundation for a claim for damages in this situation. A claim based on an illegal conduct or breach of contract may be filed if one party breaches the promise and the other party suffers a loss as a consequence (Anggraeny & Al-Fatih, 2020).

Damages for a broken marriage vow could be monetary, like the price of the wedding, or intangible, like the person's reputation, which is hard to put a price on. Court rulings in Indonesia have established precedents where parties may seek compensation for damages incurred as a result of a breach of contract, even if marriage commitments are not explicitly regulated by civil law. Additionally, the court might consider the criteria for a valid agreement as outlined in Article 1320 of the Civil Code in this instance. The components of agreement and justifiable purpose must be present in the marital pledge for a breach of promise to be deemed a violation of the agreement (Hardianti & Nurwati, 2020).

The burden of evidence is particularly heavy when seeking damages for a violated marriage vow. The claimant must provide enough proof, such as witnesses, marriage planning papers, or communications that show the commitment was serious, as verbal pledges are sometimes not documented. Damages to one's reputation or honor, for example, are not often simple for courts to quantify, adding another obstacle to evaluating immaterial losses.

There are several legal gray areas around the issue of unfulfilled marriage vows in Indonesia due to the lack of legislation that specifically governs such commitments as legally enforceable contracts. It might be challenging to establish the gravity and legal validity of a verbal pledge made in marriage as it is often agreed upon orally. To be legitimate, an agreement must fulfill the standards laid down in the Civil Code. These requirements include a clear agreement, competent parties, a specified goal, and a justifiable reason. In the case of marital vows, however, formalities are frequently lacking, particularly in the absence of corroborating written documentation. However, it may be rather challenging for the party that feels wronged in a case of a broken marriage pledge to seek compensation (Soemiyati, 1982).

The plaintiff is still required to show that actual losses were incurred as a result of the promise's violation, even if Article 1365 of the Civil Code establishes a legal foundation for claims for damages relating to illegal activities (Muhtar et al., 2023). The pledge to marry is often seen as a social and moral obligation rather than a legally binding contract, making this difficult to establish. Because of this, the plaintiff has a harder time presenting proof that might be used in court, such as testimony from witnesses or papers demonstrating a substantial promise and actual injury.

Expenses for wedding preparations are an example of a material loss, whereas harm to one's reputation and honor are examples of immaterial losses. Unfortunately, the lack of a clear legal framework for evaluating non-material damages in relation to a marriage vow makes it difficult

for the courts to quantify and evaluate these intangible losses. Decisions might differ based on the judge and the particular facts of the case since courts often have to depend on wide interpretations of civil law and fundamental concepts like fairness and morality (Yadainy, 2019).

One other difficulty is that there are two schools of thought when it comes to interpreting the marital vows: the more formalistic and the more substantive. According to the formalists, a marriage vow cannot be a valid contract unless there is some kind of written record of it. Although there is no hard and fast rule on the subject, the substantive method has been used in some instances in an effort to provide substantive justice by taking into account the social and moral dimensions of the promise.

In order to fix the problems that the civil law system in Indonesia has with unfulfilled marriage vows, there has to be long-term and thorough legal change. Improving the legal regulations around marriage vows by making them more explicitly governed by the Civil Code or an independent statute is a crucial first step. It is crucial to establish more precise regulations that provide the aggrieved party with legal recourse, particularly in cases where the marital vow was solemnly taken and then betrayed, leading to substantial injury. The courts will have an easier time interpreting the law and ensuring that the wronged person receives justice if the rules are more clearly defined.

An additional component of this more precise legislative framework should be a stricter explanation of the circumstances under which a vow to marry might be deemed a legally enforceable contract. There need to be a criterion for determining whether a promise to marry is made with serious purpose and backed by solid evidence, even if not all such commitments may be considered formal legal agreements. Proof of the promise's existence, in the form of written documents like an email exchange, a prenuptial agreement, or the testimony of a third party, may provide the ground for a successful claim for damages. There has to be greater formalization of the standard of evidence in this case so that the judicial process is not muddled.

A key component of finding a solution to this problem is proving losses. In situations involving intangible losses, such a damaged reputation or honor, plaintiffs in Indonesia often have challenges in establishing the extent of their damages. Thus, the civil law system's criteria on establishing losses should be broadened to properly include intangible elements (Purwadi, 2017). Marriage promises are seen as having more obvious legal ramifications, including in relation to claims for damages, in certain jurisdictions in the US or Europe, where the legal system is more developed and hence better able to regulate them. The court can take this into account when making its decision. Indonesia can create policies that are more flexible in these types of situations by studying how other countries handle similar scenarios.

Mediation and other conflict resolution methods should also be part of the problem-solving process. Instead of going through the lengthy and costly formal court procedure, many couples find that mediation is the best option for resolving conflicts related to unfulfilled marital commitments. Without jeopardizing their dignity and reputation in front of the public, parties may choose a more accommodating venue to settle their disagreement via mediation. Instead of going through the hassle of going to court, the wronged person may get what they deserve via mediation, which is a win-win situation for everyone involved. Because court decisions are often final and enforceable, mediation provides an additional benefit of allowing the parties to work together to reach a more tailored agreement that meets their requirements.

Conversely, problems arising from unfulfilled vows in a marriage may be better handled with the help of legal education. A common source of these disputes is a lack of knowledge about the potential legal ramifications of the parties' conduct. Public campaigns, official education, and legal counseling programs should so step up their efforts to educate the public on the legal consequences of marriage vows. To reduce the likelihood of future legal problems, it is

important to educate the public about how marital commitments may be protected or regulated by law (Atabik & Mudhiiah, 2016).

Increased judicial duty for substantive justice is another good method. Indonesian courts must choose between written laws and actual justice, as evidenced by many high-profile instances. Broken marriage promise judgements urge courts to use substantive justice more boldly to interpret present legislation to reflect contemporary developments. As Bismar Siregar has done multiple times, courts may use the *ius curia novit* principle in marriage promise cases. Judges need courage to be inventive and conscience-based to provide the hurt party more equitable justice.

Advocates, judges, and law enforcement need training to administer meaningful justice. People must learn to apply substantive justice within civil law for moral and social problems like marriage vows. The judicial system may better respond to society's needs if its members can reconcile limited legal requirements with broader justice ideals.

For private things like marriage vows in the future, the law needs a complete revamp. Outdated textual rules cannot be the only foundation for legal judgements. Several governments now recognise marriage vows as legally binding. This is especially true when written documents or physical actions show how sincere both parties are about the vow. In Indonesia, the government may consider when and how marriage vows are legally binding. In Indonesia, civil law may be more active in defending the victim and the weaker spouse from marital vow abuse.

Broken marriages can be better managed if the legislation is more flexible and compensation and dispute resolution procedures are enhanced. Courts should be less rigid and more progressive in their legal interpretation. On the other hand, individuals need more legal knowledge to defend themselves in marriage vows and other legal concerns. We hope these steps will create a more egalitarian, efficient, and community-sensitive judicial system for personal problems like unmet marriage vows.

Indonesia's colonial legal tradition and interplay with local customs, religious norms, and cultural values shaped civil law's treatment of broken marriage vows. Dutch colonial law, notably the *Burgerlijk Wetboek (BW)* or *Indonesian Civil Code*, profoundly affected Indonesian civil law and continues to shape it today. Mostly modelled on the French Civil Code, the BW created civil law rules for contracts, property, and personal relationships. Considering marriage a legal institution rather than a personal contractual obligation, it did not address broken marital vows. Contract law under the Civil Code included business and financial commitments, but not personal obligations like marriage vows.

Adat law (customary law) and Islamic law also shaped personal and family concerns, including marriage. Under adat law, marriage was a social and communal institution, and unfulfilled pledges were handled by discussion or informal channels rather than legal means. Islamic law, which considers marriage as a formal contract (*akad nikah*), also stressed moral and religious responsibilities, and violating a marital commitment was generally considered a moral infraction. Instead of suing for damages, such matters were resolved via reconciliation or social peace.

Indonesia kept most of its colonial legal system, including the *Civil Code*, and addressed marriage via official legal institutions after independence in 1945. The 1974 Marriage Law recognised marriage as a legal act but did not address the penalties of breaking a marital vow before formalisation. Thus, claims for compensation for violated marriage commitments have had to depend on general contract law and unlawful conduct, specifically Article 1365 of the Civil Code, which authorises damages for illegal acts or contract breaches. Although the marriage promise is not a formal contract, the aggrieved party may seek compensation if they can establish major or immaterial damages, such as financial costs in preparation for the marriage or severe emotional suffering.

In contemporary times, Indonesian courts have sometimes seen instances of unfulfilled marriage commitments. Since marriage vows are generally oral and informal, proving the claim is difficult. Courts usually need money expenditures or other evidence of loss to accept compensation claims. Although recognised in principle, emotional or psychological losses are harder to establish and quantify, making substantive justice difficult for courts.

In addition, courts avoid personal and moral concerns like broken marriage pledges since they are considered delicate social and ethical issues rather than legal conflicts. This reflects the societal view of marriage as moral and legal. Indonesian law lacks defined methods for managing violated marriage vows, making this sector undeveloped. In conclusion, colonial, customary, and religious laws have shaped Indonesian civil law on violated marital vows, but none have properly addressed the problem. Article 1365 of the Civil Code allows for compensation, however establishing such claims, especially for emotional or psychological losses, has slowed its growth in Indonesian civil law. The need for explicit legal measures that address the financial and emotional implications of unfulfilled marriage pledges may rise as Indonesian society evolves, protecting victims of such breaches.

4. Conclusion

Indonesian law does not control marital commitment infractions. Whether the damage is substantial or minor, the aggrieved party may claim compensation under Article 1365 of the Civil Code, which covers criminal activity and contract infringement. Due to oral marriage vow recording concerns, proving this claim is challenging. Indonesian civil law allows compensation for contract breaches and unlawful activity even if marriage vows are not contracts. The court may consider damages if the injury is clear.

Second, if losses, especially emotional or psychological effects, can be demonstrated, the victim might claim compensation. The procedure is hard. Compensation may be needed for marriage preparations or significant mental discomfort. Indonesian law treats psychological impairment and emotional pain badly. Although accepted, many injuries are hard to measure and establish, making justice challenging for courts.

Thus, personal and societal issues like broken marriage vows need a more particular legal framework with stricter evidentiary requirements. The sufferer would be protected from emotional or psychological hardship. The existing system needs more flexibility to account for immaterial losses and provide courts the tools to let marriage vow violation victims sue.

Substantive justice ensures fairness and equality in legal decisions beyond legal procedures. Social, moral, and economic contexts must be considered while interpreting laws. Judges must weigh unique circumstances and opposing interests to apply the law equitably. Many circumstances need specified performance or mediation instead of monetary remuneration. Substantive justice distributes authority and protects court-bound parties. Human rights and equality may help courts provide fair decisions. Judges must apply the law impartially. Substantive justice considers the law's larger ramifications and seeks fair solutions for everybody.

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