

# CHAPTER 1

## INTRODUCTION

### A. Context of Study

Marriage is a legal bond that builds a household and a happy family, where both the husband and wife carry trust and responsibility. A successful marriage cannot be expected from those who are still immature; marriage requires maturity, commitment, as well as psychological and emotional maturity. Therefore, a marriage must begin with careful preparation. According to Article 1 of Law Number 1 of 1974 concerning Marriage as amended by Law Number 16 of 2019 concerning the Amendment to Law Number 1 of 1974 concerning Marriage (**hereinafter referred to as the Marriage Law**), stating that marriage is "a physical and mental bond between a man and a woman as husband and wife to form a happy and eternal family (household) based on the Almighty God".<sup>1</sup>

Based on Article 2 of the Compilation of Islamic Law, marriage is a firm contract (*mitsaqan ghalidan*) to obey the commands of Allah, and carrying it out is an act of worship.<sup>2</sup> However, marriage does not always go with what is expected, namely the realization of a peaceful and eternal family life in the sense of a

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<sup>1</sup> Article 1 of Law Number 1 of 1974 concerning Marriage, as amended by Law Number 16 of 2019 on the Amendment to Law Number 1 of 1974 concerning Marriage.

<sup>2</sup> Article 2 of Presidential Instruction Number 1 of 1991 concerning the Compilation of Islamic Law.

*sakinah, mawaddah, and warahmah* family.<sup>3</sup> Incompatibility with each other often only occurs when sailing the ark of marriage. Sometimes, married couples have concerns about potential issues in their household that could lead to divorce.

The legal consequences of divorce are looming, especially regarding the property they brought into and acquired during the marriage.<sup>4</sup> Thus, prospective spouses may enter into a prenuptial agreement prior to entering into marriage. A prenuptial agreement is an agreement made by two people between a prospective husband and a prospective wife before a marriage is held. The agreement serve as a guarantee of certainty, ensuring that in the event of divorce, neither party is harmed, and it contains points agreed upon by both parties. For every person who has entered into a marriage, there is a bond of obligations and rights between the two of them and the children born from the marriage.<sup>5</sup> According to Marriage Law, it is not only a civil act but also a religious act because whether or not a marriage is valid, the benchmark is entirely in the law of each religion and belief it adheres to.

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<sup>3</sup> Yasin Yusuf Abdillah, *Perjanjian Perkawinan sebagai Upaya Membentuk Keluarga Bahagia (Tinjauan Maqāṣid Asy-Syarī'ah)*, Al-Ahwal: Jurnal Hukum Keluarga Islam, Vol. 10, No. 2 (January 7, 2018), Page 165.

<sup>4</sup> Ni Kadek Ani, I Nyoman Putu Budiarta, dan Ida Ayu Putu Widiati, *Perjanjian Perkawinan sebagai Perlindungan Hukum terhadap Harta Bersama Akibat Perceraian*, Jurnal Analogi Hukum, Vol. 3, No. 1 (2021), Page 20.

<sup>5</sup> Padma D. Liman dan Aulia Rifai, *Analysis of the Legal Basis of Marriage Agreements and Their Implications for the Position of Inheritance Property*, Jurnal Hukum Unissula, Vol. 40, No. 1 (2024), Page 141.

In essence, a prenuptial agreement is made by the bride and groom before the wedding ceremony to legalize them as husband and wife. This agreement binds the bride and groom and contains the problem of dividing each other's property or relating to the personal property of both parties, so that it can be distinguished if one day a divorce occurs or separation by death. For some people, this agreement is for the couple's separation.<sup>6</sup> However, no one can be sure what will happen to another person. Thus, although it does not support the strength of the household ark that a person builds, this agreement equally protects the personal property of either the husband or wife later in the event of divorce or death.<sup>7</sup> In Indonesia, there are three regulations governing prenuptial agreements, namely the Indonesian Civil Code, Law Number 1 of 1974 concerning Marriage as amended by Law Number 16 of 2019 concerning the Amendment to Law Number 1 of 1974 concerning Marriage, and the Compilation of Islamic Law.

The prenuptial agreement certainly has a function from the perspective of legal objectives, namely justice, benefit, and legal certainty which have been regulated in Article 29 of Marriage Law which states that "at the time or before the marriage is held, the two parties by mutual consent can enter into a written agreement which is legalized by the marriage registrar, after which the contents

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<sup>6</sup> Ferry Irawan Febriansyah, Alfalachu Indiantoro, dan Wafda Vivid Izziyana, *The Urgency of the Prenuptial Agreement as an Early Marriage Agreement*, *Advances in Social Science, Education and Humanities Research*, Vol. 581 (2021), Page 154.

<sup>7</sup> Azukaeva Baira Andreevna et al., *Prenuptial Agreement: Concept and Characteristics*, European Publisher, 2020, Page 3572.

also apply to third parties as long as the third party is involved.<sup>8</sup> There are still a few prospective brides and grooms who view prenuptial agreements as something positive because they are considered taboos and prohibitions in society due to negative views that consider marriage agreements as something uncommon, unethical, suspicious, selfish, and not in line with the culture of ethical easterners. For instance, a prenuptial agreement is a contract that regulate joint property when the prospective husband and prospective wife are married. <sup>9</sup>The creation of a prenuptial agreement can be a means of protection and preventive action in the event of a divorce. A prenuptial agreement will facilitate the problem of dividing property and child custody and with this agreement, disputes between former husband and wife is no longer prolonged and can even be avoided. Prenuptial agreements in their development do not only regulate solely property issues but also any other matter as long as it does not conflict with the law, religion, or decency. <sup>10</sup>

Prenuptial agreements are not only applicable in Indonesia but also utilized in several countries, including Germany, France, the Netherlands, the United States, Italy, and many others. The institution of prenuptial agreements are

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<sup>8</sup> Alna Fadliah Ais Fatchun Ni'mah dan Yunanto Yunanto, *Analisis Manfaat dan Pentingnya Perjanjian Perkawinan*, Al-Manhaj: Jurnal Hukum dan Pranata Sosial Islam, Vol. 5, No. 2 (August 8, 2023), Page 1329. (“**Alna Fadliah**”)

<sup>9</sup> Redy Bahtiar, *Pandangan Masyarakat terhadap Perjanjian Pra-Nikah di Kelurahan Bugih Kabupaten Pamekasan*, Al-Manhaj: Journal of Indonesian Islamic Family Law, Vol. 1, No. 2 (December 12, 2019), Page 124.

<sup>10</sup> Abdul Rauf Ridzuan et al., *The Acceptance and Understanding of Prenuptial Marriage Agreements in Malaysia*, I-iECONS e-Proceedings, 2023, Page 481.

growing rapidly around the world, driven by changing socio-economic conditions and the modernization of family law. International organizations, including the United Nations (UN), consider prenuptial agreements a necessary instrument for protecting human rights in family relationships. In particular, the Committee on the Elimination of Discrimination against Women (CEDAW) highlights the need to ensure equal rights for spouses, both during marriage and in the case of divorce. Research from the World Bank shows that countries with well-established prenuptial agreement systems provide stronger protection of women's property rights and report lower rates of economic violence within the family.<sup>11</sup>

The case of a prenuptial agreement that caught the public's attention was the case of celebrity couple Ari Wibowo and Inge Anugrah in case number 324/Pdt.G/2023/PN JKT.SEL.<sup>12</sup> They made a prenuptial agreement with deed No. 68 dated May 30, 2006, made before Notary S. P. Henny Singgih, SH., when their marriage took place, with a property separation clause. Ari worked as a public figure and entrepreneur, while Inge was a housewife without any income. During the marriage, all property, such as a house, two apartments, and vehicles, was registered in Ari's name. When Ari filed for divorce, Inge could not claim

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<sup>11</sup> Togzhan Zhunussova, *Attitudes toward Prenuptial Agreements and Their Potential as a Legal Regulatory Tool: The Case of the Republic of Kazakhstan*, *Balkan Social Science Review*, Vol. 24 (December 2024), Page 134.

<sup>12</sup> South Jakarta District Court, *Decision Number 324/Pdt.G/2023/PN JKT.SEL.* (Indonesia).

joint property because of the prenuptial agreement they had agreed upon.<sup>13</sup> This is where serious legal and justice issues arose because the prenuptial agreement was very detrimental to Inge. Throughout her marriage, Inge had contributed to her family even though it was not in material form.

In this context, *das sollen* refers to the expected legal norms that regulate the rights and obligations of husband and wife, including property division, post-divorce maintenance, and child custody. For example, the Marriage Law states that property acquired during marriage is considered joint property. In addition, Article 41 of the law regulates the consequences of divorce, which include the obligation to provide maintenance as well as the division of joint property. These norms are expected to provide legal certainty and justice for both parties in a divorce.<sup>14</sup> However, in reality (*das sein*), in divorce cases such as between Inge Anugrah and Ari Wibowo, there is often a discrepancy between what is regulated by the law and what happens on the ground. Disputes over joint property, lengthy court proceedings, or an imbalance of legal protection for one party are some examples that reflect the reality faced. Although legally both parties have equal rights to joint property, in practice, it is often the case that one party feels

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<sup>13</sup> Ayu Nursyamsiah, Saharuddin Daming, dan Latifah Ratnawaty, *Legal and Human Rights Review of the Implementation of Prenuptial Agreements Based on the Principles of Propriety, Fairness, and Good Faith*, Jurnal Mahasiswa Yustisi, Vol. 1 (2023), Page 7.

<sup>14</sup> Syafira Amalia Hulukati, *Legal Implications of Prenuptial Agreements in Marriage in Indonesia: Between Protection of Rights and Justice*, Estudiante Law Journal, Vol. 6, No. 2 (June 2024), Page 335.

disadvantaged. This can occur due to differences in interpretation of the prenuptial agreement or problems in the implementation of a protracted legal process.

### **B. Problem Formulation**

1. How is the legal force of prenuptial agreements as legal protection of personal property, especially in divorce cases in Indonesia?
2. What kind of legal remedies can be taken if one party feels disadvantaged in the condition that a prenuptial agreement has been ratified, in comparison between Indonesia, Alaska, and Germany?

### **C. Objective of Research**

1. To find out how the legal force of prenuptial agreements as legal protection against joint property by husband and wife in Indonesia.
2. To find out what legal steps can be taken if, in a prenuptial agreement, there are parties who feel disadvantaged even though the agreement has been ratified.

### **D. Originality of Research**

The researcher must conduct research related to previous studies that are similar or correlate with this research before compiling a thesis. This ensures the originality of this research entitled **“Reassessing Prenuptial Agreements as an Instrument for the Protection of Personal Property Rights”**. After the researcher

conducts research on the internet, there are several previous studies with themes similar to this thesis as follows:

No	Name and Year of Research	Research Title	Differences
1	Thesis. Nuyun Nurillah, 2022 <sup>15</sup>	Tinjauan Yuridis Perjanjian Pranikah Dalam Perspektif Hukum Islam dan Hukum Positif Indonesia	The thesis discusses the provisions of the prenuptial agreement and the legal consequences if any party violates it in the perspectives of Islamic Law and Indonesian Positive Law.
2	Thesis. Ayu Inaya Setia, 2022 <sup>16</sup>	Tinjauan Yuridis Perjanjian Pranikah Setelah Perkawinan Dilangsungkan Berdasarkan Keputusan Mahkamah	The thesis focuses on discussing the legal consequences if the Prenuptial Agreement is made after the marriage is held and reviews the

<sup>15</sup> Nuyun Nurillah, *Tinjauan Yuridis Perjanjian Pra Nikah dalam Perspektif Hukum Islam dan Hukum Positif Indonesia*, Jurnal Ilmiah Wahana Pendidikan, Vol. 9, No. 2 (January 2023), Page 427–436.

<sup>16</sup> Ayu Inaya Setia, *Tinjauan Yuridis Perjanjian Pranikah setelah Perkawinan Dilangsungkan Berdasarkan Keputusan Mahkamah Konstitusi No 69/PUU-XIII/2015* (Skripsi, Universitas Islam Sultan Agung, 2022).

		Konstitusi No 69/PUU-XIII/2015	Constitutional Court Decision No. 69/PUU- XIII/2015.
3	Thesis. Otik Noverisa, 2024 <sup>17</sup>	Tinjauan Yuridis Efektivitas Perjanjian Pranikah Apabila Terjadi Konflik dalam Rumah Tangga (Studi Kasus di KUA Kecamatan Semarang Selatan)	The thesis focuses on discussions related to obstacles to the implementation of prenuptial agreements and how prenuptial agreements are used to managing conflicts in the household
4	Thesis. Indri Jasinta, 2022 <sup>18</sup>	Kedudukan Perjanjian Pranikah Serta Akibat Hukum Terhadap Harta Perkawinan	This thesis examines the implications of prenuptial agreements on marital property and underscores the importance of formalizing prenuptial

<sup>17</sup> Otik Noverisa, *Tinjauan Yuridis Efektivitas Perjanjian Pranikah Apabila Terjadi Konflik dalam Rumah Tangga (Studi Kasus di KUA Kecamatan Semarang Selatan)* (Skripsi, Universitas Islam Sultan Agung, 2024), Page 52.

<sup>18</sup> Indri Jasinta, *Kedudukan Perjanjian Pranikah serta Akibat Hukum terhadap Harta Perkawinan* (Skripsi, Universitas Sriwijaya, 2022), Page 39.

			<p>agreements before a notary and registering them for legal validity. The case study highlights challenges, such as disputes over unregistered or informally witnessed agreements, as seen in the judgment under review.</p>
5	<p>Thesis. Futum Khafidzah Azzahro Susanto, 2020<sup>19</sup></p>	<p>Analisis Dampak dan Pengaruh Pelanggaran Perjanjian Perkawinan</p>	<p>This thesis focuses on the impact of violating a prenuptial agreement, specifically whether the parties must divorce or remain married if the contents of the marriage agreement have been violated.</p>

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<sup>19</sup> Futum Khafidzah Azzahro Susanto, *Analisis Dampak dan Pengaruh Pelanggaran Perjanjian Perkawinan* (Skripsi, Universitas Islam Indonesia, 2020), Page 44.

The author found several studies that correlate with this title. This study focuses on examining how to resolve the issue if one party feels disadvantaged by a prenuptial agreement. Although without the author's knowledge it turns out that there are similarities between the results of the research that the author describes, it is hoped that this research will complement the previous research.

## **E. Literature Review**

### **1. Marriage**

According to Article 1 of Marriage Law, the definition of Marriage is a physical and mental bond between a man and a woman as husband and wife to form a happy and eternal family (household) based on God Almighty. The purpose of Marriage is to create a harmonious, prosperous, and eternal family or household. Marriage must be carried out with the consent of both parties and must be carried out with the consent of the prospective bride and groom and in accordance with the laws of each religion being followed. A valid marriage is proven by a document in the form of a marriage certificate. If there is no deed, the agreement is considered incomplete.<sup>20</sup> According to the Indonesian Civil Code, marriage is a legal relationship between subjects who bind themselves in marriage. The relationship is based on consent between the parties and is binding in nature. The agreement in mind is not an agreement as referred to in Book III of the Indonesian Civil Code, but there are differences in terms of form and content.

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<sup>20</sup> Ahmad Solehudin, *Tinjauan Yuridis Wanprestasi dalam Perjanjian setelah Nikah di dalam Hukum Perdata Indonesia*, *Innovative: Journal of Social Science Research*, Vol. 3, No. 2 (2023), Page 8106.

Marriage can be considered as an agreement (consent), provided that there is an appropriate will between a man and a woman and the existence of that will (Article 28 of the Indonesian Civil Code).<sup>21</sup>

## **2. Agreement**

According to Article 1313 of the Indonesian Civil Code, an agreement is an act in which one or several people bind themselves to one or more other people. In a legal context, an agreement is an agreement that has binding force between the parties involved and requires them to fulfill obligations or achievements that have been mutually agreed upon. The agreement must be made based on mutual consent by the parties that created an agreement.<sup>22</sup> Agreements can be divided into several types, such as sale and purchase agreements, lease agreements, cooperation agreements, loan agreements, and employment agreements. Agreements can also be divided into two groups, namely binding agreements and non-binding agreements. Binding agreements include sale and purchase agreements, lease agreements, and cooperation agreements, whereas non-binding agreements include agreements that do not obligate someone to deliver or pay something. In obligation law, the principle of freedom of contract allows parties to make agreements with anyone, determine the contents of the agreement, and choose which law the agreement will be subject to. The agreement made legally applies

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<sup>21</sup> Tuti, Yeni Astri Dias, I. Atmadja, and Latifa Mustafida, *Perlindungan Hukum terhadap Harta dalam Perkawinan dengan Pembuatan Akta Perjanjian Kawin Sebelum Perkawinan*, Vol. 1, No. 1 (2019), Page 3. (“**Tuti**”)

<sup>22</sup> Taufik Hidayat Lubis, *Hukum Perjanjian di Indonesia*, *SOSEK: Jurnal Sosial dan Ekonomi*, Vol. 2, No. 3 (February 2022), Page 185.

to the law for those who make it, and all legally made agreements have a binding legal effect.

### **3. Prenuptial Agreement**

A prenuptial agreement is an agreement made by the bride and groom at or before the marriage takes place, each party promises to obey the provisions of the agreement. According to Article 29 of Marriage Law, the making of prenuptial agreements made before marriage can be legalized by the marriage registrar. Article 139 of the Indonesian Civil Code contains a principle that the husband and wife are free to determine the contents of the marriage agreement.<sup>23</sup> According to Soetojo Prawirohamidjojo, one of the legal experts explained that a prenuptial agreement is an agreement made by a prospective husband and wife before or at the time of marriage, which aims to regulate the consequences of marriage on their property later. A prenuptial agreement is a form of agreement made between one party and another before holding a marriage ceremony to legalize both parties as husband and wife. In addition, a prenuptial agreement is a form of written agreement made by both parties before marriage or when holding a marriage that is legalized by a notary so that the agreement has legal force. The prenuptial agreement is a form of agreement during the ark of the household carried out by the married couple as regulated in the Marriage

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<sup>23</sup> Alna Fadliah, Page 1332.

Law. In the process of making this prenuptial agreement, it must be done openly, objectively and with a sense of willingness not to be one-sided and must be sincere.<sup>24</sup>

The Important aspect of a prenuptial agreement is the presence of Constitutional Court Decision No. 69/PUU-XIII/2015. This decision changed the provisions in Article 29 paragraph (1) of Marriage, which previously only allowed prenuptial agreements to be made before or during marriage. The decision states that if both parties agree and it does not cause a disadvantage to each party, a marriage agreement may be created, changed, or repealed at any point throughout the marriage. The decision gives married spouses the freedom to control how assets or other aspects are divided based on their needs. The Constitutional Court's decision has major implications for the legal protection of each spouse's personal property and economic interests, especially for couples who wish to keep their assets or business interests separate from the marital property mix.<sup>25</sup>

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<sup>24</sup> Enggel Gresnia, "*Hukum Perjanjian Pranikah dalam Pandangan Hukum Perdata,*" *Al-Bahst: Jurnal Ilmu Sosial, Politik, dan Hukum*, Vol. 2, No. 1 (April 2024), Page 65.

<sup>25</sup> Tuti, Page 13.

## **F. Operational Definition**

A prenuptial agreement is a written contract made by a man and a woman before or after marriage. The content of this agreement varies greatly and is free according to the wishes of the couple, as long as it does not conflict with the law, legislation, religion, and norms of decency. In addition, these agreements should not be made for false and illicit reasons. However, the majority of the contents of the prenuptial agreement regulate the division of property from both sides of the prospective wife and husband.<sup>26</sup>

## **G. Research Method**

### **1. Type of Research**

This research utilizes a normative legal research methodology, which focuses on analyzing legal norms, principles, and doctrines. This approach involves an in-depth examination of legal materials, including laws, regulations, and court decisions, to understand and interpret the application of legal provisions in a particular context.<sup>27</sup> This methodology is beneficial for identifying gaps in the legal framework and proposing theoretical solutions to legal problems based on a critical evaluation of existing legal documents and authoritative texts. By concentrating on secondary

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<sup>26</sup> Nur Afni Zubaidah dan Ana Silviana, “Akibat Hukum Perjanjian Perkawinan yang Bertujuan sebagai Sarana Perlindungan Pihak dalam Perkawinan,” *Jurnal Ilmiah Universitas Batanghari Jambi*, Vol. 23, No. 1 (February 28, 2023), Page 871.

<sup>27</sup> Muhammad Zainuddin dan Aisyah Dinda Karina, “Penggunaan Metode Yuridis Normatif dalam Membuktikan Kebenaran pada Penelitian Hukum,” *Smart Law Journal*, Vol. 2, No. 2 (2023), Page 120.

sources such as statutes, case law, and scholarly commentaries, this research aims to provide a comprehensive legal analysis and contribute to the development of legal science.

## **2. Research Approach**

In this research, there are three types of research approaches, namely:

### **b. Statute Approach**

The statute approach is fundamental in normative legal research as it relies on legal provisions as the primary source of analysis. This approach involves identifying, examining, and interpreting relevant legislation to understand the legal framework applicable to the research problem. By systematically analyzing statutory provisions, researchers can determine how existing legal regulations address the issues under study.<sup>28</sup> In this research, the statutory approach is applied by reviewing laws and regulations related to prenuptial agreements. This includes an in-depth examination of the Indonesian Civil Code, which contains general provisions regarding contracts and agreements, the Marriage Law, which governs the legal aspects of marriage, and other supporting regulations that may influence the legal standing of prenuptial agreements.

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<sup>28</sup> Sigit Sapto Nugroho, Anik Tri Haryani, dan Farkhani, *Metodologi Riset Hukum*, Oase Pustaka, 2020, Page 95.

b. Conceptual Approach

A conceptual approach is employed to explore and analyze the fundamental legal concepts relevant to the research topic. Legal concepts form the basis of legal reasoning and interpretation, making this approach essential in normative legal research. The conceptual approach begins with an examination of various doctrines, legal theories, and expert opinions that have shaped the development of the legal norms under study.<sup>29</sup> In the context of this research, the conceptual approach is used to analyze key legal concepts related to prenuptial agreements, such as contractual freedom, marital property regimes, legal certainty, and justice in contractual relationships. This approach enables researchers to assess how these concepts have been interpreted and applied in legal literature, jurisprudence, and international legal perspectives.

b. Case Approach

The case approach is another significant method in normative legal research, as it focuses on judicial decisions as a source of law. The case approach involves analyzing past judicial decisions to understand how courts have interpreted and applied legal norms in specific circumstances.<sup>30</sup> This research applies the case approach by examining the case and court decisions related to prenuptial agreements, especially from Court Decision Number 324/Pdt.G/2023/PN JKT.SEL. This includes cases where

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<sup>29</sup> *Ibid*, Page 97.

<sup>30</sup> *Ibid*, Page 101.

courts have adjudicated disputes concerning the validity, enforceability, and legal implications of prenuptial agreements. By studying these cases, the research seeks to identify patterns in judicial reasoning, inconsistencies in legal interpretation, and potential gaps in statutory provisions.

### **3. Research Data Source**

There are several legal sources used in this research, namely 3 (three) forms:

- a. Primary Legal Materials, the main legal material consisting of several laws and regulations that are related to the legal issues in this research, including but not limited to:
  - 1) Law Number 1 of 1974 concerning Marriage as amended by Law Number 16 of 2019 concerning the Amendment to Law Number 1 of 1974 concerning Marriage
  - 2) Indonesian Civil Law Code
  - 3) Court Decision Number 324/Pdt.G/2023/PN JKT.SEL
  - 4) Constitutional Court Decision No. 69/PUU-XIII/2015.
- b. Secondary Legal Materials, are legal materials found in legal journals, legal cases, legal journals, legal cases, books, articles, and court decisions related to this research.

- c. Tertiary Legal Materials, are legal materials that are used to provide additional guidance or explanation of secondary legal materials, such as legal dictionaries and large Indonesian dictionaries.<sup>31</sup>

#### **4. Data Collection Technique**

The data collection process in this research is conducted through a comprehensive library study, also known as library research. This method involves systematically exploring and gathering information from a wide range of authoritative and credible sources that are directly related to and relevant to the research focus. These sources include, but are not limited to, academic books, peer-reviewed scientific journals, conference papers, and articles published in reputable mass media outlets.<sup>32</sup>

#### **5. Research Analysis**

This legal research uses a normative juridical analysis method, namely an analytical approach that focuses on legal norms in laws and regulations, legal doctrines, and other written legal sources. This means that researchers will describe the focus of the research based on data in the form of primary, secondary and tertiary legal materials which will then be able to provide an overview of the conclusions that answer the formulation of problems in the research.<sup>33</sup>

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69. <sup>31</sup> Ika Atikah, *Metode Penelitian Hukum*, Ctk. Pertama, Penerbit Haura Utama, 2022, Page

<sup>32</sup> *Ibid*, Page 70.

<sup>33</sup> *Ibid*, Page 73.

## **H. Thesis Outline**

The thesis outline consists of 4 (four) chapters, which consist of an introduction, a literature review, research results and discussion, and conclusions and suggestions.

CHAPTER 1 (INTRODUCTION), consists of background, problem formulation, research objectives, research benefits, originality of research, literature review, research methods, and thesis outline.

CHAPTER II (LITERATURE REVIEW), development related to the literature review in the first chapter about strengthening the theory, principles, and explanations.

CHAPTER III (RESULTS AND DISCUSSION), the results will describe the results of the research in detail. Meanwhile, the discussion section contains answers to the formulation of the problems in this thesis.

CHAPTER IV (CONCLUSIONS AND SUGGESTIONS), in the conclusion, contains a brief statement that includes all the contents of the research results and discussion. Meanwhile, the suggestions are made based on analysis and consideration from the author to provide direction to future researchers.