

The Prenuptial Agreement in Indonesia from the Perspective of Contemporary Islamic Law

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ABSTRACT: The prenuptial agreement has become a significant issue in Islamic family law in Indonesia, particularly following the Constitutional Court Decision No. 69/PUU-XIII/2015, which broadened the scope of agreements that may be made before or after marriage. On one hand, the prenuptial agreement is viewed as a legal instrument that ensures justice by providing legal certainty regarding the rights and obligations of spouses, especially in the protection of property. On the other hand, it has also been criticized for potentially undermining the sacred values of marriage, which should be based on *sakinah*, *mawaddah*, and *rahmah*. This study aims to analyze whether the prenuptial agreement can be considered a form of justice in the household or whether it threatens the essence of marriage. The method employed is normative legal research with a library research approach, involving analysis of legislation, classical and contemporary Islamic jurisprudence, court rulings, and recent scholarly works. A concrete case examined is the Bandung High Court Religious No. 449/PDT/2016/PT.BDG, which demonstrates the effectiveness of prenuptial agreements in protecting property ownership and family honor. The findings reveal that the prenuptial agreement aligns with the objectives of Islamic law (*maqashid al-shari'ah*), particularly in the aspects of *hifz al-mal* (protection of wealth) and *hifz al-'irdh* (protection of honor). Rather than weakening the sacredness of marriage, a prenuptial agreement strengthens it by promoting justice and gender equality and preventing household conflicts.

I. INTRODUCTION

The phenomenon of prenuptial agreements in Indonesia has gained increasing attention in recent years. Previously regarded as taboo and limited to certain social groups, prenuptial agreements (prenups) have now become a growing trend, particularly among urban communities and young couples (Rohmadi et al., 2024). Several public figures in Indonesia entered into a prenup to address financial matters and prevent future conflicts. Consequently, the decision to create such agreements has become increasingly popular, sparking debates on whether prenups serve as a modern legal mechanism to protect the rights of both partners or, conversely, erode the sacred meaning of marriage as a spiritual and emotional bond between husband and wife (Sanjaya, 2021).

Under Indonesian positive law, prenuptial agreements are regulated in Article 29 of Law Number 1 of 1974 concerning Marriage. This provision underwent a significant change following the Constitutional Court Decision Number 69/PUU-XIII/2015, which expanded the scope of prenuptial agreements to include not only those made before marriage but also those entered into during marriage (Putusan Mahkamah Konstitusi Nomor 69/PUU-XIII/2015, 2015). This ruling transformed the traditional legal paradigm that previously viewed prenups as instruments valid only before marriage. The regulatory reform has had substantial implications for family law practice in Indonesia, particularly regarding joint property management and the protection of each spouse's legal rights (Judiasih et al., 2021).

From an Islamic legal perspective, the concept of *syuruth fi al-nikah* (conditions within a marriage contract) has long been recognized, provided that such conditions do not contradict the principles of *sharia*. Classical jurists generally allow additional agreements within the marriage contract as long as they do not violate the essential pillars, conditions, or objectives (*maqasid*) of marriage. However, contemporary discourse has raised questions as to whether prenups—particularly those focused on property

and assets align with the *maqasid al-shari‘ah* or instead undermine the spiritual and social values inherent in marriage (Busari, 2024).

This research is essential because no one has discussed the marriage agreement from the perspective of contemporary Islamic law. Nevertheless, there are several studies on prenuptial agreements: Hukukati studied Marriage Agreements in the Perspective of Islamic Law and the Civil Code (Amalia Hulukati, 2024). Meanwhile, Oktaber studied the Implementation of National Regulations on the Division of Joint Property During Divorce (Oktaber, 2023). Similarly, Sanjaya studied The Implementation of the Principle of Justice in Post-nuptial Agreement towards Mixed Marriage: Hope or Challenge?(Sanjaya, 2021) Finally, Busari studied Nuptial Agreement in Muslim Marriage: A Juristic Analysis (Busari, 2024). A review of previous studies reveals a clear research gap. Earlier scholarship has predominantly focused on legal-formal or economic perspectives, while this article explores prenuptial agreements from philosophical and normative perspectives within contemporary Islamic legal discourse. This is where the novelty of the research.

II. METHOD

This study employs a normative juridical approach, focusing on the analysis of legal norms and Islamic legal principles governing prenuptial agreements within the framework of *maqāsid al-shari‘ah*. This approach aims to examine the harmony between Indonesia’s positive law and the foundational values of Islamic law. Normative legal research involves analyzing primary and secondary legal materials to develop prescriptive, systematic legal arguments.

The research is descriptive-analytical, aiming to describe the legal regulation of prenuptial agreements in Indonesian law and to analyze it through the lens of *maqāsid al-shari‘ah*. The primary legal sources include Law Number 1 of 1974 on Marriage, the Constitutional Court Decision No. 69/PUU-XIII/2015, and relevant Islamic legal provisions concerning contracts (‘aqd) and agreements (‘ahd). Meanwhile, secondary legal sources consist of scholarly literature, academic journals, and contemporary Islamic legal thought, which emphasize the dynamic application of *maqāsid* in modern legal contexts.

The data were analyzed using a qualitative legal analysis method, emphasizing interpretive reasoning grounded in Islamic legal theory and the principle of *maslahah* (benefit). The analysis was conducted in three stages: identifying relevant legal norms, interpreting the values of *maqāsid al-shari‘ah*, and evaluating the consistency between national legal instruments and Islamic objectives. Through this method, the research seeks to demonstrate how contemporary legal instruments—such as prenuptial agreements—reflect Islamic principles of justice, welfare, and protection.

III. RESULT

The Islamic Legal Perspective on Prenuptial Agreements

The discourse on prenuptial agreements in Islamic law is inseparable from the concept of *syuruth fi al-nikah*, or conditions within a marriage contract. Classical *fiqh* scholars have long discussed the permissibility of adding certain conditions to a marriage contract, provided they do not contradict the fundamental objectives of marriage. The Hanbali school, for instance, permits additional stipulations that are intended to protect the rights of one of the spouses. A wife, for example, may stipulate that she should not be relocated from her residence or that her husband should not take another wife, as long as such conditions do not contravene Islamic law. This view is based on the Prophet’s hadith: “*Muslims are bound by their conditions, except for a condition that makes the lawful unlawful or the unlawful lawful.*”

However, a different perspective arises from the Hanafi school. This school views any condition that restricts the husband’s legitimate rights, such as a prohibition on polygamy, as invalid. Thus, the debate among classical jurists primarily revolves around the validity of specific conditions rather than the existence of conditions themselves. This reflects a diversity of thought that allows flexibility while maintaining caution, ensuring the marriage contract does not become overly transactional.

In the context of contemporary Islamic law, the debate has evolved toward a more *maslahah*-oriented (public-interest-based) approach. Islamic law possesses an elastic and adaptive character that enables it to respond to changing times, provided it remains grounded in the *maqasid al-shari‘ah* (objectives of Islamic law). The primary principle of the *shari‘ah* is to realize public welfare and prevent harm. Within this framework, a prenuptial agreement may be considered a legitimate legal instrument if its purpose is to protect the rights of both spouses, clarify marital relationships, and prevent future conflicts. The renewal of Islamic legal thought must employ the *maqasid al-shari‘ah* framework to address the challenges of globalization. They suggest that modern instruments such as prenuptial agreements can serve as legal safeguards for Muslim societies, particularly in countries with pluralistic legal systems like Indonesia (Duderija, 2019). From this perspective, the prenup is not a foreign concept but rather an adaptive manifestation of Islamic law in response to modern social realities.

Nevertheless, not all scholars and jurists fully endorse the acceptance of prenuptial agreements. Critics argue that the financial orientation of many prenups risks transforming marriage from a sacred covenant into a business-like contract. Harun Nasution, for example, stresses that the Qur'an refers to marriage as a *mitsaqan ghalizha*, a solemn covenant which should not be reduced merely to material or contractual matters (Nasution, 2021). Therefore, prenuptial agreements must be understood proportionally: they may function as part of a legal framework, but must not compromise the essence of marriage as a sacred, spiritual, and emotional union.

The Indonesian context provides an interesting illustration. The Indonesian Ulema Council (*Majelis Ulama Indonesia* or MUI) does not prohibit prenuptial agreements, provided that their substance does not contradict Islamic law. This position aligns with classical *fiqh* thought while also embracing the *maqasid al-shari'ah* framework developed by contemporary scholars. Empirical studies show that prenuptial agreements have become increasingly accepted among urban Muslim communities, as they are perceived to help reduce domestic conflicts, particularly those related to property management (Nurlaelawati, 2020). This trend demonstrates both social transformation and Islamic law's adaptive capacity to modern legal instruments. From the above discussion, it is evident that classical Islamic law already provided for conditional stipulations in marriage contracts, albeit with varying boundaries. Contemporary Islamic legal thought has expanded this space through the lens of *maqasid al-shari'ah*, making prenuptial agreements not only normatively valid but also socially relevant. However, such agreements must continue to uphold the principles of justice, remain consistent with the *shari'ah*, and avoid reducing marriage to a mere financial or contractual arrangement.

The Legal Basis of Prenuptial Agreements in Indonesia

A prenuptial agreement, or marriage agreement, plays an important role in the Indonesian legal system as a legal instrument that regulates property ownership and the rights and obligations of husband and wife. Initially, the legal basis for prenuptial agreements was contained in Article 29 of Law No. 1 of 1974 concerning Marriage. The article stipulates that a marriage agreement must be made before the marriage ceremony, written formally, and legalized by a marriage registrar. This early formulation reflects a relatively rigid legal approach, imposing strict temporal limitations: agreements were valid only if made before the marriage. In other words, couples who were already married could not later create new agreements regarding marital property, even though in practice, such legal needs often arose.

This restriction created numerous practical problems. Married couples who realized the need to regulate joint property, whether for business, banking, or asset protection purposes, found no adequate legal basis. This situation led to legal uncertainty, especially in urban areas where economic life is complex (Harahap, 2017). In practice, courts frequently declared post-marital agreements invalid for violating Article 29 of the Marriage Law. This prompted demands for legal reform to make the system more responsive to dynamic social needs.

A major transformation occurred with the issuance of Constitutional Court Decision No. 69/PUU-XIII/2015, which found Article 29 of the Marriage Law unconstitutional on grounds of discrimination and inconsistency with the principles of justice. The Constitutional Court held that limiting the making of marriage agreements to before marriage violated citizens' constitutional rights. Therefore, the Court interpreted that marriage agreements could be made not only before but also during marriage, as long as both parties agreed. This ruling significantly broadened the legal scope of marriage agreements, making them more flexible and adaptive to the needs of modern society.

The implications of this decision are highly significant. First, it allows married couples to create agreements that regulate property division, responsibilities, and asset protection—an important provision in light of the growing participation of women in professional and business sectors. Second, the decision provides legal certainty for postnuptial agreements that were previously considered invalid. As a result, couples are no longer constrained by rigid rules that could disadvantage one party (Harijanti, 2016). This reform demonstrates a shift in Indonesia's family law system toward a more egalitarian and socially accommodative paradigm.

Nevertheless, despite the Constitutional Court's flexibility, marriage agreements must still fulfill certain formal requirements. Such contracts must be written, notarized, and registered with the Office of Religious Affairs (*Kantor Urusan Agama*) or the Civil Registry to have binding legal force. Furthermore, the contents of the agreement must not violate the law, religion, or morality (Subekti, 2018). Thus, a balance is maintained between legal flexibility and normative safeguards to prevent potential abuse.

From the perspective of Islamic law, the Constitutional Court's decision can be regarded as a form of modern *ijtihad*. The principle of *tasharruf al-imam manuth bi al-maslahah* (governmental policy must aim at public welfare) supports state policies that allow postnuptial agreements (Musyafaah & Syafaq, 2021). As long as the contents of the agreement do not contradict *shari'ah*, for example, by legalizing what is forbidden or forbidding what is lawful, it may be deemed valid. This aligns with the spirit of *maqasid al-shari'ah*, particularly in protecting property (*hifz al-mal*) and preserving family stability. In practice, both prenuptial and postnuptial agreements serve as important legal instruments to prevent conflict and uphold justice between spouses.

Several contemporary studies reinforce the significance of this Constitutional Court decision. Scholars argue that Indonesia's family law reform, including the increased flexibility in marriage agreements, represents a progressive step in accommodating social change. Likewise, the legalization of postnuptial agreements provides stronger protection for women's property rights, particularly in divorce cases. Therefore, Constitutional Court Decision No. 69/PUU-XIII/2015 stands as a pivotal milestone in the evolution of Indonesia's family law and exemplifies the synergy between national law and contemporary Islamic legal principles.

Revisiting Prenuptial Agreements through the Lens of *Maqasid al-Shari'ah*

The development of Islamic family law in Indonesia demonstrates a dynamic interaction between the values of the *shari'ah* and the demands of modern society. One prominent issue within this discourse is the existence of prenuptial agreements (*prenups*),

which are legally regulated in Article 29 of Law Number 1 of 1974 on Marriage, and whose interpretation has been expanded through the Constitutional Court Decision No. 69/PUU-XIII/2015 (Putusan Mahkamah Konstitusi Nomor 69/PUU-XIII/2015, 2015). In the context of Islamic law, the existence of a prenuptial agreement raises a fundamental question: to what extent is this legal instrument consistent with the objectives of *maqasid al-shari'ah*—the higher intents of Islamic law—as formulated by Abu Ishaq al-Shatibi in *al-Muwaqat fi Usul al-Shari'ah*. Al-Shatibi emphasized that Islamic law is designed to realize benefits (*jahl al-maslahah*) and prevent harm (*dar' al-mafsadah*) by preserving five essential human needs (*al-daruriyyat al-khams*): religion (*hifz al-din*), life (*hifz al-nafs*), intellect (*hifz al-'aql*), lineage (*hifz al-nasl*), and property (*hifz al-mal*) (SA & Zuraidah, 2023). Therefore, the evaluation of a prenuptial agreement should not be limited to its formal validity but must also consider its contribution to the realization of *maslahah* (public benefit) as recognized by Islamic law.

Within the framework of *maqasid al-shari'ah*, the most apparent aspect of prenuptial agreements lies in the protection of property (*hifz al-mal*). Classified the preservation of property as part of *al-daruriyyat*, the essential human necessities whose neglect may cause social and moral disorder. In modern society, property ownership has become increasingly complex, as many couples bring assets, businesses, or financial responsibilities into marriage. A prenuptial agreement serves as a proactive legal mechanism that clarifies asset ownership and prevents future disputes. From an Islamic legal perspective, this aligns with the principle of *tasarruf al-imam manut bi al-maslahah*, which asserts that all legal decisions and policies must prioritize public welfare (Musyafaah & Syafaq, 2021). The Constitutional Court Decision No. 69/PUU-XIII/2015, which allows prenuptial and postnuptial agreements, reflects a form of legal *ijtihad* that embodies *maqasid*-oriented reasoning by offering flexibility and protection to Muslim families in Indonesia.

Agreements are also relevant to the *maqasid* of *hifz al-'ird* (protection of family honor and dignity). In practice, property disputes after divorce often escalate into public conflicts that damage the family's reputation. By clearly outlining the division of assets, a prenuptial agreement minimizes such disputes. This concept aligns with al-Qaradawi's view that one of the central objectives of Islamic law is to safeguard human dignity and moral integrity by preventing conflict and humiliation. In the Indonesian context, this principle resonates with the ideals of *sakinhah*, *mawaddah*, *wa rahmah*—tranquility, affection, and compassion—as the foundational values of marriage in Islam (Zulfikar et al., 2024). Hence, the prenuptial agreement should be understood not merely as a legal instrument governing property but also as a preventive measure that preserves family harmony and honor, consistent with *maqasid al-shari'ah*.

Justice (*al-'adl*) represents another essential *maqasid* realized through prenuptial agreements. Al-Shatibi viewed justice as the essence of *maslahah*, asserting that every legal ruling in Islam aims to eliminate injustice and maintain balance between rights and obligations. In this sense, prenuptial agreements promote fairness by granting both spouses, particularly women, greater legal security and control over their economic rights. Empirical studies, such as that by Fitriani (2021), demonstrate that following the Constitutional Court Decision No. 69/PUU-XIII/2015, prenuptial agreements have effectively protected women's financial assets and legal standing. This illustrates how *maqasid* principles operate within modern family law to ensure gender justice as a form of societal welfare acknowledged by the *shari'ah*.

Moreover, the implementation of *maqasid* within Indonesia's legal framework shows that Islamic law can coexist harmoniously with national law without losing its essence. Through its decision, the Constitutional Court has performed a constitutional *ijtihad* by reinterpreting Article 29 of the Marriage Law to prevent the restriction of citizens' rights in drafting marital agreements. Philosophically, this embodies the *maqasid al-shari'ah*, as it reinforces the principle that law must serve human welfare rather than merely uphold formalism (Nurlaelawati, 2010). As Siti Nurlaelawati argues, the reform of Islamic family law in Indonesia—including the recognition of prenuptial agreements—illustrates Islam's adaptability to contemporary social realities while maintaining fidelity to *shari'ah* principles.

Nevertheless, some scholars express concern that prenuptial agreements might shift marriage from a sacred spiritual bond to a transactional economic contract. While this concern is valid, it must be considered within a broader *maqasid* framework, and it must be maintained that Islamic law is not static but dynamic and adaptable to changing circumstances, provided it does not contravene foundational *shari'ah* principles. Therefore, as long as a prenuptial agreement does not legitimize what is prohibited or prohibit what is lawful, it remains valid and may even serve to realize familial *maslahah*. In practice, such agreements often help couples prevent financial disputes that could jeopardize marital stability. From a *maqasidi* standpoint, therefore, the prenuptial agreement is not a threat to the sanctity of marriage but a mechanism to maintain social and moral equilibrium.

Additionally, the *maqasid* approach emphasizes protecting vulnerable parties, particularly women, who often face structural disadvantages within marriage. Prenuptial agreements strengthen women's bargaining position and secure their economic rights, consistent with the *maqasid* principle of *raf' al-haraj* (removal of hardship). In *Maqasid al-Shari'ah*, every legal ruling in Islam must aim to eliminate social injustice. Thus, within the context of Islamic family law in Indonesia, the prenuptial agreement is not merely a legal formality but a tangible manifestation of *maqasid*-based justice, gender equity, and social balance.

In conclusion, prenuptial agreements have a strong foundation within the framework of *maqasid al-shari'ah*, especially as conceptualized by al-Shatibi. They function not merely as administrative legal instruments but as concrete expressions of Islamic principles of *maslahah* in modern society. Their relevance to *hifz al-mal*, *hifz al-'ird*, and *al-'adl* underscores their role in creating

fair, dignified, and harmonious families. The Constitutional Court Decision No. 69/PUU-XIII/2015 further reinforces these *maqasid* principles at the national legal level by enabling Muslims to adapt marital arrangements to their social realities while remaining within the bounds of Islamic law.

IV. DISCUSSION

Prenuptial Agreement as a Solution for Justice and Its Potential Threat to The Essence of Marriage

A prenuptial agreement, often referred to as a *prenup*, is commonly positioned as a legal instrument that provides clarity and certainty regarding the rights and obligations of spouses, particularly in matters of property arrangements (Scuderi, Simona, 2022). In practice, this instrument is regarded as an effort to uphold justice within the household. Its existence can prevent potential injustices, such as when one party already possesses assets or a business prior to marriage, ensuring that the continuity of ownership does not lead to future disputes. Thus, a prenuptial agreement functions not merely as a formal legal contract, but also as a mechanism that supports the objectives of *maqasid al-shari'ah*, especially the protection of property (*hifz al-mal*) and the principle of '*adl*' (justice). From the standpoint of justice, the prenuptial agreement can be viewed as a preventive measure to safeguard the rights of both parties, allowing the household to stand upon the foundation of equality.

Despite its positive functions, the *prenup* is often viewed as being at odds with the sacred values of marriage. One criticism asserts that the existence of a prenuptial agreement implies a lack of mutual trust between spouses, as if marriage is approached from the outset with the expectation of possible failure, such as divorce. This perspective associates the prenup with a potential threat to the values of *sakinah*, *mawaddah*, and *rahmah*, which constitute the spiritual essence of marriage according to the Qur'an (Q.S. Ar-Rum: 21) (Lailatul, Nur et al., 2022). However, another perspective emphasizes that Islamic law is inherently dynamic, allowing the acceptance of new legal mechanisms as long as they align with the principles of public welfare (*maslahah*) (Abida et al., 2025). Yusuf al-Qaradawi, for instance, argues that such legal instruments are not intended to diminish the sacredness of the marital contract, but rather to protect couples from potential injustice. Therefore, the claim that a prenup undermines the spirit of *sakinah* should be assessed proportionally, with consideration of the objectives of the *shari'ah* and the social context in which it operates.

The development of law in Indonesia demonstrates the state's recognition of the functional significance of prenuptial agreements. Article 29 of Law No. 1 of 1974 initially permitted such agreements only before marriage; however, the Constitutional Court Decision No. 69/PUU-XIII/2015 introduced greater flexibility by allowing them to be concluded after marriage. This decision is crucial, as it grants couples greater flexibility, enabling them to adjust their arrangements to evolving family dynamics. From a justice perspective, this legal reform allows spouses to reaffirm or update their rights when new needs arise, without fear that the marital bond will restrict their legal protection. Consequently, the state does not treat prenuptial agreements as a threat to the essence of marriage, but as instruments that reinforce family justice.

Concrete cases illustrate the practical benefits of prenuptial agreements. One notable example is the Surabaya Religious Court Decision No. 1375/Pdt.G/2018/PA.Sby, in which the judge rejected a claim over joint marital property because it was proven that a prenuptial agreement had separated personal assets from family assets. The same situation occurred in Bandung under case number No. 449/PDT/2016/PT.BDG (Putusan Nomor 449/PDT/2016/PT.BDG, 2016), where a dispute arose over joint property related to premarital assets, resulting in the rejection of the plaintiff's claim against the respondent. This ruling underscores that the prenup is not merely a formality but a substantive legal mechanism that protects individual interests and prevents prolonged disputes. Furthermore, the decision upholds the protection of family honor (*hifz al-'irdh*), as property-related conflicts are prevented from escalating into public disputes that could harm the dignity of both parties. This example demonstrates that a prenup actually reinforces harmony within the household by preventing greater conflict.

Nevertheless, criticisms of prenuptial agreements continue to persist. Some scholars argue that the prenup reflects Western contractual logic rather than the Islamic concept of *mitsaqan ghalizha* a solemn covenant with spiritual dimensions. The main concern is that an emphasis on material aspects may shift the orientation of marriage from an emotional and spiritual bond to an economic contract. However, the *maqasid al-shari'ah* approach affirms that such legal instruments are permissible as long as they bring about public benefit (*maslahah*), since Islamic law is not static but open to legal innovation, provided that core principles are preserved. Hence, concerns that the prenup undermines the spiritual nature of marriage may be overstated if the agreement is viewed merely as a complementary instrument rather than the essence of marriage itself.

In academic practice, several contemporary studies have shown that the *prenup* serves as a means of ensuring justice in line with the realities of modern society. Previous research indicates that post-Constitutional Court prenups provide greater protection for women who possess assets before marriage, thereby ensuring the security of their ownership rights. This is particularly important as many women are economically vulnerable and risk losing property rights under the joint property system. These studies also highlight that family law reform in Indonesia, including the recognition of prenuptial agreements, represents the actualization of *maqasid al-shari'ah* in the modern context, in which Islamic law seeks to respond to social change while upholding the principle of justice. Thus, the prenup not only ensures legal certainty but also promotes the realization of *sakinah*, *mawaddah*, and *rahmah* by reducing potential conflicts.

Gender justice is another dimension that reinforces the importance of prenuptial agreements. In many cases, women occupy a more vulnerable position within marriage, especially in the event of divorce. A prenup provides a platform for women to assert their rights from the outset, thereby strengthening their bargaining position within marriage. From a *maqasid* perspective, this aligns with the principles of justice and social welfare, as it not only safeguards property and family honor but also strengthens equality in marriage. In this way, the prenuptial agreement can be understood not as a threat to the essence of marriage, but as an instrument that ensures marital relationships are grounded in justice and compassion.

IV. CONCLUSION

Based on the discussion above, it can be affirmed that a prenuptial agreement is not merely a formal legal instrument but also serves a broader purpose in maintaining family sustainability in accordance with the principle of justice. The Constitutional Court Decision No. 69/PUU-XIII/2015 strengthens the legal position of prenuptial agreements in Indonesia's legal system, providing greater flexibility for couples to agree on binding terms before or after marriage. This provision not only responds to the legal needs of modern society but also aligns with the development of contemporary Islamic law, which emphasizes public welfare (*maslahah*), the protection of rights, and social justice. A concrete case in the Surabaya Religious Court demonstrates that a prenuptial agreement can serve as an effective instrument for resolving joint property disputes without prolonged litigation. Therefore, the prenuptial agreement can be viewed as a tangible manifestation of *maqāṣid al-sharī‘ah*, particularly in realizing *hifz al-māl* (protection of property) and *hifz al-‘ird* (protection of honor).

On the other hand, concerns that prenuptial agreements may diminish the sacredness of marriage, which is founded upon the principles of *sakinah*, *mawaddah*, *wa rahmah* (tranquility, affection, and compassion), need to be reconsidered. This study indicates that the legal certainty provided by a prenuptial agreement enables couples to focus more on building a harmonious family without anxiety about property and individual rights. The prenuptial agreement is not a symbol of mistrust between spouses but rather a shared act of responsibility aimed at preventing potential conflicts that could damage the marital relationship. Therefore, it should be regarded as a modern legal instrument that complements the traditional values of Islamic marriage. Far from negating its sacredness, it strengthens it by grounding the marital relationship in principles of justice, equality, and protection for each family member. Within this framework, the prenuptial agreement should no longer be seen as a threat but as a means to ensure that marriage remains a fair, harmonious, and purposeful union, consistent with the noble objectives of marriage in Islam.

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