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The Position Of The Will In The Distribution Of Inheritance Reviewed From Islamic Law (Study of the Religious Court of Bengkulu Decision No. 0175/PDT.G/2012/PA.BN)

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ABSTRACT

This research raised the issue of the judge's consideration in the decision no. 0175/Pdt.G/2012/PA-Bn, regarding the position of the will in the distribution of inheritance. This study used a normative juridical law method, with primary legal material from the Religious Court of Bengkulu decision no. 0175/PDT.G/2012/PA.BN which has permanent legal force, and legal materials in the form of secondary laws, books, *fiqh* books that were related to the topics to be discussed. After the legal material was obtained, it was then analyzed based on normative descriptive analysis. The results of the study showed that (1) a will must be made by the heirs before the inheritance was divided. When the conditions and principles of the will have been fulfilled, the will became enforceable and has legal force after the death of the testator. Therefore, the position of will here in Islamic law did not necessarily constitute a kind of manipulation or violation of the law in relation to the application of Islamic inheritance law. (2) In case No. 0175/Pdt.G/2012/PA.Bn, that the dispute over the revocation of the will, the judge made a decision accordingly with Islamic *Shari'ah* law on wills. The will was designed and signed by the testator in the presence of two witnesses, and according to the judge's consideration, the will was valid based on the provisions of Article 195 (1) of the Criminal Procedure Code, then the judge's decision determined that the will was valid, so the judge must decide to impose sanctions on the Plaintiff and Defendant to divide the object of the case.

Keywords: *Position of Will and Distribution of Inheritance*

INTRODUCTION

Research Background

Wills are part of inheritance law. The definition of a will is a statement of will by a person regarding what will be done to his property after death.[1] The initiative to make a will is usually one-sided, meaning that the will to give assets, release debts or provide benefits from an item comes from the testator. In line with the view of legal science, that a will is a one-sided legal act (it is a unilateral statement), so a will can be

[1]Sajuti Thalib. *Hukum Kewarisan Islam di Indonesia*. Sinar Grafika, Jakarta, 2017, pg 104.

made without the beneficiary being present.[2]

In Islamic law, the implementation of wills has been regulated by the Qur'an as well as the Sunnah. The sources of Islamic law that are used as references for wills are those contained in the previous *sura al-Baqarah* verse 180 and also *surah al-Maidah* verse 106.

The word will in the Qur'an is mentioned 9 times, and another word with the same root is mentioned 25 times.[3] In line with that, experts provide formulations of wills with various editorials. Sayuti Talib formulated a will as a statement of will by a person regarding what will be done to his property after he dies.[4] Meanwhile, according to the Hanafi school of thought, a will is to give property that is based on the state after death by means of alms or charity. Similarly, scholars who adhere to the Maliki *mazhab*, explain that a will is an agreement that gives rise to a right to obtain a third of the property of the person who gave the promise which can take place after his death.

If the heirs have given permission, then they have no right to withdraw it, whether the permission was given while the testator was still alive or after death, the will cannot be contested anymore.[5]

The issue of wills often causes problems in everyday life. One of the cases as stated in the Religious Court of Bengkulu Class IA decision in case No. No. 0175/Pdt.G/2012/PA.Bn), which was discussed further in this journal.

Problem Identification

a. How was the position of the will in the distribution of inheritance viewed in Islamic law?
b. What was the basis for the judge's legal considerations in the decision No. 0175/Pdt.G/2012/PA.Bn regarding the granting of inheritance in a will in accordance with the provisions of Islamic inheritance law?

RESEARCH METHODOLOGY

[2] Suhrawardi K. Lubis dan Komis Simanjuntak. *Hukum Waris Islam.* Sinar Grafika, Jakarta, 2012, pg. 44

[3] Ahmad Rofiq, *Fiqh Mawaris*, PT Raja Grafindo Persada, Jakarta, 2002, pg. 183.

[4] Sajuti Thalib. *Op.Cit*, pg. 104

[5] Sirman Dahwal, Beberapa Masalah Hukum Tentang Wasiat Dalam Konteks Peradilan Agama, pg. 24, http://repository.unib.ac.id. Accessed on 9th of April 2021. at 21.00 Wib

This research applied normative juridical research, or library research, with primary legal materials and secondary legal materials and documentary studies, then an inventory of the collected legal materials was carried out based on their relevance to the subject matter of this research. Each subject matter was analyzed. normative descriptive, namely by grouping the data according to the aspects studied and explaining the description logically, the results of the analysis were compiled and reported in writing.

RESULT AND DISCUSSION

The position of the will in the distribution of inheritance was considered in Islamic law

In the view of Muslims, the will is a sacred institution, because the act is regulated by the Qur'an. It provides an opportunity for the testator a way to improve the implementation of inheritance law within certain limits, and to open up the possibility for family members who are excluded from inheritance rights, to get from the inheritance, and to express appreciation to someone who is not an inheritance. members of his family who have served him, or have declared his allegiance to the heir in the last moments of his life.[6]

So, the position of will in Islamic inheritance law is very important. It is repeatedly mentioned in the Qur'an regarding this will, both in the verses of the Qur'an before the revelation of the inheritance verse, especially in the inheritance verse in question itself.

The demands in the Qur'an regarding the will include, among others, contained in the letter *al-Baqarah* verse 180 and verse 240 which means (more or less): "It is obligatory on you, when death is about to pick up someone from among you, if he leaves wealth, make a will for both parents and close relatives in a good way, (as) an obligation for those who are pious. (Q.s. *al-Baqarah*: 180). "And those who will die among you and leave their wives, let them make a will for their wives, (ie) a year's living without removing them (from the house). But if they go out (alone), then there is no sin for you (regarding what) they do to themselves in good things. Allah is Mighty, Most Wise." (Q.s *al-Baqarah*: 240)

[6] Assaad Yunus, *Pokok-Pokok Hukum Kewarisan Islam (Faraidh)*, P.T. AlQushwa, Jakarta, pg. 183.

This meaning shows that a will can be done. The Messenger of Allah in a *Qudsi* Hadith narrates the word of Allah, that there are two things that were given to Muhammad's people that were not given to the previous people. First, Allah determines a portion of one's property specifically for a person when he will die (by way of a will) to cleanse himself (from sins), and second, a servant's prayer for someone who has died.

A will serves as a good deed that can cleanse oneself from the burden of sin. This is one of the reasons why someone will bequeath some of his wealth, in addition to helping brothers and sisters in need, or public interests that are pleasing to Allah.

For the sake of the interests of the testator, the beneficiary, and the heirs, the will has strict pillars and conditions. This is intended so that no party is harmed, and there is no mutual dispute in the future. However, what is feared is not uncommon in practice. Basically, to divide the inheritance is the authority of the heirs who are left behind, when the property becomes their property. However, under certain conditions, parents with good intentions are justified in sorting out their assets for each heir in accordance with the provisions of *faraid* law, and wills that these provisions are obeyed by their children after he dies. Such will is what is meant by a will for the distribution of inheritance.

Legal Basis for Judges' Judgment No. 0175/Pdt.G/2012/PA.Bn concerning Granting of Inheritance in a Will has been in Accordance with the Provisions of Islamic Inheritance Law

Based on the will dispute case that was decided by the Religious Court of Bengkulu Number 0175/Pdt.G/2012/PA.Bn the issue of the will disputed between Meri Agustin, S.H and Amri Ilyas against Martizella over the object of the dispute over a plot of land and a building covering an area of 1400 m2.

The testator was the parent of Plaintiff II and Plaintiff I was the grandson of the testator, namely the late Ilyas Wahid and the late Unah. During their marriage, they had 4 (four) descendants, namely Fatmawati Ilyas, Amri Ilyas (Plaintiff II), Zaimah Ilyas and Halimah Ilyas. On December 19th, 1980, when Ilyas Wahid was sick, he made a will which was known to all

heirs and testees in front of witnesses, namely the holders of Pintu Batu Amad and Stakeholder Jitra Bustami. The will contained in it the first three points, Fatmawati Iljas was distributed wills as well as her inheritance. Second, he also gave his share of his will to his son Amri Ilyas, Meri Agustini as the beneficiary of the inheritance rights of the late Halimah Ilyas on a plot of land located on Jl. Grouper No. 49 Ex. District Berkas of Teluk Segara, Bengkulu City, with a front and rear width of 20 M² and a rear length of 70 M² with a total land area of 1,400 M², and also gave for a share to Marti Zellah who at that time had built a house with a back border with well at that time. On the third point, Zaimah Ilyas was distributed the will as well as the inheritance.

The object of dispute in this case was a plot of land with an area of 1200 M2 along with the building in point 2 (two) of the will which was controlled by the defendant which exceeds the provisions of the contents of the will after the testator dies. The defendant also unlawfully made some of the disputed objects belonging to the plaintiffs to be used as gangs for the benefit of the defendant and the community around the object of the dispute. The object of dispute stated in the will of 1400 m2 is owned by the testator, but it turned out that in the court process the area of the object of dispute owned by the testator is 1200 m2.

Based on Article 194 verse (2) of the Compilation of Islamic Law the object of the will itself must belong to the testator, therefore according to this article the will against the object of the dispute could only be executed in an area of 1200 m2 and the rest could not be the right of the beneficiary because the remaining area of the object of the dispute was not property of the testator. Marti Zellah received an area of 30 x 20 m2 in the form of land and buildings, then the part from Meri Agustin and Amri Ilyas which was originally 30 x 30 m2 to 30 x 20 m2. The will was not void or invalid because the object of the will exceeded the ownership of the will, but the execution of the will was still running for an area of 1200 m2.

The mandate was made by the late Ilyas Wahid in a legal way witnessed by two witnesses, besides that, the one who could cancel the mandate itself or could declare the mandate invalid was the Religious

Court on the demands of the heirs concerned. In Article 201 and Article 202 of the Compilation of Islamic Law (KHI) it was also stated that a will was only justified by heirs. If the heirs of the late Ilyas Wahid did not approve the mandate for more than one third of the estate, the mandate was only carried out up to a third of the inheritance. This was also in line with the *Mazhab Maliki, Hanafi, and Shafi'i* which said that one-third of the property is divided between them according to the amount of their respective mandates, provided that each bore the risk of being reduced. According to its share because the object of the mandate was made by the late Ilyas Wahid which was reduced by 200m^2 because the object of the mandate was clearly not the property of the testator, then Article 200 of the Compilation of Islamic Law *(KHI)* stated that the estate in the form of immovable property occurred before the testator died, then the beneficiary mandate only received the remaining assets. Based on this article, the area of the disputed object was only known to be the original area after the death of the testator, because the existing evidence, such as the Land and Building Tax *(PBB)* and the re-examination of the object of dispute by the court, states that the object of the dispute was 1200 m^2 and it did not invalidate the mandate. Things that canceled a mandate could be seen from Article 197 of the Compilation of Islamic Law *(KHI).*

As long as this mandate is made with the rules stipulated in the Compilation of Islamic Law and in accordance with the procedure for making it, then the validity of the mandate was not in doubt even though its object exceeds the rights of the testator. The mandate can be canceled and considered invalid if it fulfills the elements contained in Article 197 of the Compilation of Islamic Law *(KHI)*, in the mandate made by the late Ilyas Wahid's mandate, the object was not destroyed but only reduced. Therefore, the mandate was valid to be implemented. In addition, the mandate was allowed only one third of the day's inheritance from the testator. The object of the mandate could be given more than 1/3 if the heirs agreed to the mandate itself.

In the judge's first consideration, the consideration was based on Article 154 paragraph (1) *RBg* in conjunction with Article 2 verse (2) *PERMA* No. 1 of 2008 as amended by *PERMA* No. 1

of 2016 concerning mediation, which stated that not taking the mediation procedure based on this regulation is a violation of Article 130 of the *HIR* which resulted in the decision being null and void. Therefore, the judge was obliged to give the parties the opportunity to mediate and appoint a mediator judge and reported the results.

A mandate statement was made in the form of an authentic deed, namely for a notarial.

In connection with this witness, there was a special principle which reads *"Unus Testis Nullus Testis"* (one witness is not a witness) this proved that the act of waqf has complied with the provisions of Article 169 HIR. As for Article 169 HIR formulates that: "The testimony of a witness alone, without any other evidence, cannot be trusted in law". Co-Defendants were used for people who did not control the disputed or are not obliged to do something.[7]

At the point of consideration of the fourth judge regarding the confiscation of *conservatoir* guarantees, in accordance with Article 227 of the HIR, the element of a reasonable suspicion was the main justification for the granting of the confiscation. If the plaintiff did not have strong evidence, then the guarantee would not be given. This requirement was intended to prevent misuse, so that indiscriminate confiscations were not carried out, which in the end was only a futile act that did not hit the target (*vexatoir*). Confiscated must be heard to find out the truth of the allegation (The terminology of reasoned allegations implied that there was no need for proof according to the law).

In the fifth point of the judge's consideration, the judge's consideration was in accordance with Article 195 verse (2) of the Compilation of Islamic Law (*KHI*) which stated: a mandate is only allowed for a maximum of one third of the inheritance unless all heirs agree. Based on the article, the provision of one third (1/3) was not one third of the object of the disputed will but the entire inheritance left by the testator, the late Ilyas Wahid. In addition, the mandate was executed 10 years before the filing of this lawsuit so that it could be seen that the mandate has been approved by the heirs, in this consideration the judge correctly stated

[7] Retnowulan Sutantio, Iskandar Oeripkartawinata, *Hukum Acara Perdata dalam Teori dan Praktek*, Mandar Maju. Bandung, 2009. p. 2

that the objections of the Plaintiffs were rejected because it was proven in the mandate itself that the defendant did not exceed one third of the inheritance of testator.

At the point of consideration of the sixth judge, according to Article 194 paragraph (2) the object of the mandate itself must belong to the testator. Therefore, the mandate on the object of the dispute could only be executed with an area of 1200 m^2 and the rest could not be the right of the beneficiary because the remaining area of the disputed object did not belong to the testator. The part received by Marti Zellah is 30 x 20 m^2 in the form of land and buildings, then part of Meri Agustin and Amri Ilyas which initially covered an area of 30 x 30 m^2 be 30 x 20 m^2. The mandate was void or invalid because the object of the mandate exceeds the ownership of the will, but the execution of the mandate was still running for an area of 1200 m^2. The mandate was made by the late Ilyas Wahid in a legal way witnessed by two witnesses, in addition, the one who could cancel the mandate itself or could declare the mandate invalid was the Religious Court on the demands of the heirs concerned. In Article 201 and Article 202 of the Compilation of Islamic Law (*KHI*) it was also stated that a will is only justified by heirs. If the heirs of the late Ilyas Wahid did not approve the mandate for more than one third of the estate, then the mandate was only carried out up to a third of the inheritance. This was also in line with the *Mazhab Maliki, Hanafi, and Shafi'i* saying that one third of the property was divided between them according to the amount of their respective wills provided that each bore the risk of a reduction according to his share.[8] The purpose of this reduction was the same as the mandate made by the late Ilyas Wahid which was reduced by 200 m^2 because the object of the mandate was clearly not the property of the testator, then Article 200 of the Compilation of Islamic Law (*KHI*) stated that the estate in the form of immovable property occured before the testator died, then the beneficiary would only receive the remaining assets. Based on this article, the extent of the disputed object was only known to be the original area after the death of the will, because the evidence submitted by Defendant T-4

[8] Abdul Manan. Islamic Law Reform in Indonesia, Raja Grafindo Persada, Jakarta, page 55

and the re-examination of the object of dispute by the court states that the object of dispute was 1200 m^2 wide and this did not invalidate the mandate.

In the seventh section of the judge's consideration, Plaintiff I, Plaintiff II and Defendant were ordered to carry out and distribute the mandate on December 19th, 1980 specifically point II of the late Ilyas Wahid voluntarily if it could not be carried out naturally,

Thus, the decision regarding the dispute over the lawsuit for the cancellation of the mandate No. 0175/Pdt.G/2012/PABn at points 2,3,4,5,6 the judge's legal considerations were in accordance with the provisions in the Compilation of Islamic Law regarding mandates.

However, the 7th (seventh) point of the judge's consideration must be abolished. Because the judge's consideration of part 3 (three) states that the mandate is valid, so the judge must decide to punish the Plaintiffs and Defendants to divide the object of the *aquo* case according to the parts stated in the mandate.

CLOSING

Conclusion

A mandate must be made by the heirs before the inheritance was divided. When the conditions and principles of the mandate have been fulfilled, the mandate became enforceable and has legal force after the death of the testator. Therefore, the position of mandate here in Islamic law did not necessarily constitute a kind of manipulation or violation of the law in relation to the application of Islamic inheritance law. According to Article 195 verse (2) of the Compilation of Islamic Law, making a mandate was only allowed for one third of the inheritance. However, in Article 195 verse (3), a mandate could be made on more than one third of the inheritance as long as it was approved by the heirs. In case No. 0175/Pdt.G/2012/PA.Bn, in consideration of 2, 3, 4, 5, and 6 disputes over the revocation of mandates, the judge made a decision in accordance with Islamic Sharia law on mandates. The mandate was made and signed by the testator in the presence of two witnesses, and according to the judge's consideration, the mandate was valid according to the provisions of Article 195 (1) of the Criminal

Procedure Code. However, the seventh point of the judge's decision must be omitted, because in the second part (2) the judge's decision stipulated that the mandateis valid, so the judge must decide to impose sanctions on the Plaintiff and Defendant to divide the object of the case.

Suggestion

a. For the party who receives the mandate, in this case to prevent unwanted things from happening in the future, usually the mandates tatement is made in the form of an actual notarial deed. The proofreading ability of original writing is more perfect than handwriting. So, if you want to make a will, you can actually make a will, so that there are no problems in the future, then the mandate can be made authentically so that there are no problems in the future.

b. To decide in selecting each case, judges must fulfill different components, especially justice, which are recognized by the region and fulfill the scholastic component with the right reasons. Considering the designated authority in choosing cases clearly so that each part of the choice does not contain multiple nuances and furthermore the judge may not choose a situation beyond what is stated in the claim of the aggrieved party.

c. For the litigants, taking into account that the judge is an individual who has limited capabilities, if the decision given by the judge is not appropriate and is considered fair in a materially legal arrangement, then litigants may file an appeal at the Religious High Court in their jurisdiction.

REFERENCES

Books

Al-Qur'an dan Terjemahannya

Mukti Arto, *Penemuan Hukum Islam Demi Mewujudkan Keadilan "Membangun Sistem Peradilan Berbasis Perlindungan Hukum dan Keadilan,* Yogyakarta: Pustaka Pelajar, 2017

Abdul Manan. *Reformasi Hukum Islam di Indonesia,* Jakarta; Raja Grafindo Persada, 2010.

Adrian Sutedi. *Implikasi Hukum Atas Sumber Pembiayaan Daerah Dalam Kerangka Otonomi Daerah*. Jakarta : PT. Sinar Grafika. 2009.

Ahmad Rofiq, *Fiqh Mawaris*, Jakarta: PT Raja Grafindo Persada, 2002.

Ahmad Warson Munawwir, *Al-munawwir kamus Arab Indonesia*, Yogyakarta: Pustaka Progresif, 1984,

Ali Marsadat, *Skripsi* pada Perpustakaan IAIN Bengkulu, 2011

Ali Parman, *Kewarisan Dalam Al-Quran (Suatu Kaian Hukum Dengan Pendekatan Tafsir Tematik)*, Jakarta: Raja Grafindo Persada, 1995.

Amir Syarifudin. *Hukum Kewarisan Islam*. Jakarta: Prenada Media, 2004.

Amin Husein Nasution, *Hukum Kewarisan*, Jakarta: Raja Grafindo Persada, 2012

Departemen Pendidikan dan Kebudayaan, *Kamus Besar Bahasa Indonesia*, Jakarta: Balai Pustaka, 2001.

Effendi Perangin, *Hukum Waris*, Jakarta: PT. Raja Grafindo Persada, 2014

Eman Suparman. *Hukum Waris Indonesia-Dalam Perspektif Islam, Adat, dan BW*. Bandung: Refika Aditama, 2011.

H Abu Ahmad dan Cholid Narbuko, *Metodelogi Penelitian***,** Jakarta: Bumi Angkasa, 2002.

H. Hasbiyallah, *Belajar Mudah Ilmu Waris*, Bandung: PT.Remaja Rosdakarya, 2007.

H. Idris Djakfar dan Taufik Yahya, *Kompilasi Hukum Kewarisan Islam*, Jakarta: PT. Dunia Pustaka Jaya, 1995

Hilman hadi Kusuma, Hukum Waris Adat, Bandung: PT Citra Aditya Bakti, 2015

J.N.D. Anderson, *Hukum Islam Di dunia Modern*, terj. Machnun Husein, Surabaya: Amarpress, 1999.

M. Hasbi Ash-Shiddieqy, *Falsafah Hukum Islam*, Jakarta: Bulang Bintang, 1995.

M. Idris Ramulyo, *Perbandingan Pelaksanaan* Hukum *Kewarisan Islam Dengan Kewarisan Menurut Kitab Undang-undang Hukum Perdata (BW)*, Jakarta: Sinar Grafika, 2000.

Mahmud Yunus, *Kamus Bahasa Arab*, Jakarta: Hida Karya, 1999.

Mardani, *Hukum Kewarisan Indonesia*,Cet,1, Jakarta: Raja Wali Pers, 2014.

Muhamad Abu Zahroh, *Ushul Fiqih*, Jakarta: Pustaka Firdaus, 2008

Munir Fuady, *Konsep Hukum Perdata* Cet. 3, Jakarta: Rajawali Pers, 2015.

Otje Salman, *Kesadaran Hukum Masyarakat Terhadap Hukum Waris*, Alumni, Bandung, 1993.

R. Subekti, *Pokok-Pokok Hukum Perdata*, Jakarta: Intermasa, 1995.

Rachmat Syafe'i, *Ilmu Ushul Fiqih*, Bandung: CV Pustaka Setia, 2010.

Retnowulan Sutantio, Iskandar Oeripkartawinata, *Hukum Acara Perdata dalam Teori dan Praktek*, Bandung: Mandar Maju. 2009.

Rolly Gunawan, *Tesis Pada Program* Perpustakaan Pascasarjana IAIN Bengkulu 2011

Sajuti Thalib. *Hukum Kewarisan Islam di Indonesia*. Jakarta:Sinar Grafika, 2017.

Satria Effendi M. Zein, *Problematika Hukum Keluarga Islam Konttemporer Analisis Yurisprudensi dengan Pendekatan Ushuliyah*, Cet. 3, Jakarta: Kencana, 2010.

Sayid Sabiq, *Fiqh Sunnah*, Pen: Abdurrahim dan Masrukhin, Jakarta : Cakrawala Publishing, 2009 jilid 5,

Sidharta, *Moralitas Profesi Hukum; Suatu tawaran Kerangka Berpikir*, Bandung :Refika Aditama, 2006

Sirman Dahwal, *Hukum Kewarisan Indonesia yang Dicita-Citakan*, Bandung: Mandar Maju, 2020.

,,,,,,,,,. *Perbandingan Hukum Perkawinan*, Bandung: Mandar Maju, 2017.

….., Beberapa Masalah Hukum Tentang Wasiat Dalam Konteks Peradilan Agama, hlm. 24, http://repository.unib.ac.id. Diakses pada tanggal 9 April 2021. Pukul 21.00 Wib

,,,,,,..,*Hukum Perkawinan Beda Agama Dalam Teori dan Praktiknya Di Indonesia*, Bandung: Mandar Maju, 2016.

…….*Hukum Islam Indonesia (keberadaan dan Perkembangannya dalam Sistem Hukum Nasional)*, Bandung: Mandar Maju, 2015.

Soerjono Soekanto dan Sri Mamudji, *Penelitian Hukum Normatif, Suatu Tinjauan Singkat*, Jakarta: PT.Raja Grafindo Persada, 2003.

Suhrawardi K. Lubis dan Komis Simanjuntak. *Hukum Waris Islam*. Jakarta: Sinar Grafika, 2012.

Sumardi Suryabrata, *Metodologi Penelitian*, Rajawali, Jakarta, 1994.

Sukris Sarmadi, *Dekontruksi Hukum Prograsif Ahli Waris Pengganti dalam KHI*, Yogyakarta: Aswaja Pressindo, 2012.

Surini Ahlan Sjarif dan Nurul Elmiyah, *Hukum Waris Perdata Barat*, Prenada Media, Jakarta, 2005

Wahyu Widiana, *Himpunan Peraturan Perundang-undangan Dalam Lingkungan Peradilan Agama*, Jakarta: Dirbinbaga Islam, 2001.

Yudian Wahyudi, *Maqashid Syari'ah dalam Pergumulan Politik*, Yogyakarta: Nawesea Press, 2007.

Regulations

UU No. 1 Tahun 1974 sebagaimana telah dirubah dengan UU No. 16 Tahun 2019 Tentang Perkawinan

UU No. 7 Tahun 1989 sebagaimana

diubah dengan UU No. 3 TAhun 2006 dan diubah lagi dengan UU No. 48 Tahun 2009 Tentang Peradilan Agama

UU No. 4 TAhun 2004 sebagaimana diubah dengan UU No. 48 Tahun 2009 tentang kekuasaan Kehakiman

Intruksi Presiden No.1 Tahun 1991 tentang Kompilasi Hukum Islam