

**ANALISIS RENVOI DALAM AKTA PERJANJIAN KAWIN ANTARA
WARGA NEGARA ASING DENGAN WARGA NEGARA INDONESIA
MENGENAI RENVOI DALAM AKTA
(Studi Akta Perjanjian Kawin Nomor 14 Notaris X di Kabupaten Kulon
Progo)**

Sajida Mustofafi Mukarrom* dan Ninik Darmini**

INTISARI

Penelitian ini bertujuan untuk mengetahui dan menganalisis perlunya renvoi pada Akta Perjanjian Kawin Nomor 14 yang terdapat kesalahan non substansial. Selain itu penelitian ini juga bertujuan untuk mengetahui dan menganalisis potensi permasalahan hukum apabila tidak dilakukan renvoi terhadap Akta Perjanjian Kawin Nomor 14.

Penelitian ini merupakan jenis penelitian hukum empiris dan bersifat deskriptif. Data yang digunakan yakni data primer dan data sekunder yang terdiri dari bahan hukum primer dan bahan hukum sekunder. Pengumpulan data dilakukan melalui wawancara dan tinjauan literatur. Penelitian ini dilaksanakan di Kabupaten Kulon Progo. Subyek penelitian ini yakni responden dan Narasumber secara khusus pihak Notaris X dan Notaris lainnya. Analisis data dalam penelitian ini menggunakan teknik analisis data kualitatif.

Terdapat dua kesimpulan dari penelitian ini. *Pertama*, diketahui bahwa meskipun kesalahan pada Akta Perjanjian Kawin Nomor 14 tergolong dalam kesalahan non substansial, namun tetap diperlukan renvoi. Hal ini dikarenakan akta tersebut merupakan akta autentik yang harus memenuhi ketepatan secara materil maupun formil. walaupun demikian, karena kesalahan tulisan yang bersifat non substansil yang berupa kata “Asutralia” yang seharusnya tetap diperbaiki karena di Indonesia kata “Asu” merupakan kata yang kasar yang dapat berarti “Anjing” dan sangat tidak etis apabila terdapat kata itu di dalam akta otentik. Oleh karena itu menurut penulis kesalahan tersebut sebaiknya diperbaiki melalui renvoi. *Kedua*, itu berdasarkan hasil penelitian diketahui bahwa tidak ada permasalahan hukum yang berpotensi timbul apabila tidak dilakukan renvoi. Apabila kesalahan non-substansial tersebut tidak diperbaiki melalui mekanisme renvoi, secara etika tidak menimbulkan permasalahan hukum selama para pihak sepakat dan hal tersebut itu tidak mengurangi makna dari akta tersebut.

Kata kunci: Akta perjanjian kawin; Renvoi; Salinan akta, Akta Nomor 14

**AN ANALYSIS OF RENVOI IN PRENUPTIAL AGREEMENT DEEDS
BETWEEN FOREIGN NATIONALS AND INDONESIAN CITIZENS
REGARDING RENVOI IN THE DEED**
(A Study of Prenuptial Agreement Deed Number 14 at Notary Office X in Kulon Progo Regency)

Sajida Mustofafi Mukarrom* and Ninik Darmini**

ABSTRACT

This study aims to identify and analyze the necessity of performing a renvoi on Marriage Agreement Deed Number 14, which contains a non-substantive error. In addition, this study also seeks to identify and analyze the potential legal issues that may arise if a renvoi is not carried out on Marriage Agreement Deed Number 14.

This research is classified as empirical legal research and is descriptive in nature. The data used consist of primary data and secondary data, which include primary legal materials and secondary legal materials. Data collection was conducted through interviews and literature review. This research was carried out in Kulon Progo Regency. The subjects of this research include respondents and informants, specifically Notary X and other notaries. Data analysis in this research was conducted using qualitative data analysis techniques.

There are two conclusions drawn from this study. First, it is found that although the error in Marriage Agreement Deed Number 14 is categorized as a non-substantive error, a renvoi is still necessary. This is because the deed constitutes an authentic deed that must fulfill both material and formal accuracy. Nevertheless, the non-substantive typographical error in the word "Asutralia," which should have been "Australia," still needs to be corrected because in Indonesia the word "Asu" is considered vulgar and can mean "dog," and it is highly inappropriate for such wording to appear in an authentic deed. Therefore, according to the author, the error should be corrected through a renvoi.

Second, based on the research findings, it is known that there are no potential legal issues that would arise if a renvoi is not performed. If the non-substantive error is not corrected through the renvoi mechanism, ethically it does not give rise to legal problems as long as the parties agree and the error does not reduce the meaning of the deed.

Keywords: Marriage contract; Renvoi; Copy of contract, Contract Number 14