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Reconstructing Legal Certainty in Marriage Agreements through Freedom of Contract and the Protection of Property Rights: An Analysis of Constitutional Court Decision Number 69/PUU-XIII/2015 regarding the Practice of Marriage Agreements in the City of Tangerang

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ABSTRACT

This study examines the reconstruction of legal certainty in marital agreements through freedom of contract and the protection of property rights following Constitutional Court Decision No. 69/PUU-XIII/2015, with particular reference to Tangerang City, Indonesia. The research employs a normative juridical method using statutory, conceptual, and case approaches, supported by qualitative doctrinal analysis of constitutional provisions, legislation, judicial decisions, and relevant legal literature. The findings demonstrate that the Constitutional Court's decision significantly expands contractual autonomy by permitting marital agreements before, at the time of, or during marriage. However, this flexibility introduces legal challenges concerning matrimonial property classification, retrospective contractual effects, creditor claims, and third-party protection. The analysis establishes that contractual freedom must operate within the requirements of legal validity, good faith, and constitutional property protection. Furthermore, notarial authentication and administrative registration are essential institutional mechanisms for strengthening legal transparency, although they do not automatically guarantee enforceability against third parties. The proposed normative framework integrates contractual autonomy, property rights protection, temporal certainty, institutional consistency, and legal harmonization. This study concludes that restoring legal certainty requires more than recognizing postnuptial agreements; it demands coherent contractual arrangements, consistent administrative procedures, and effective safeguards for existing legal interests. These findings contribute to strengthening Indonesia's matrimonial legal framework and provide normative guidance for marital agreement practices in Tangerang City.

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1. INTRODUCTION

Marriage constitutes a fundamental legal institution that establishes personal and familial relationships while generating significant legal consequences concerning property ownership, financial obligations, inheritance, and the distribution of matrimonial assets. In Indonesia, marriage is governed by Law Number 1 of 1974 concerning Marriage, as amended by Law Number 16 of 2019, while Article 35 distinguishes joint matrimonial property from assets acquired before marriage or individually obtained through gifts and inheritance. The increasing complexity of financial transactions, business ownership, and individual property interests has strengthened the need for marital agreements that provide greater clarity regarding spouses' rights and obligations. Such agreements reflect the principle of freedom of contract under Article 1338 paragraph (1) of the Indonesian Civil Code, which recognizes the binding force of lawfully concluded agreements, subject to the validity requirements of Article 1320 and applicable legal limitations. However, before Constitutional Court Decision No. 69/PUU-XIII/2015, Article 29 of the Marriage Law restricted marital agreements to those concluded before or at the time of marriage. This restriction created legal difficulties for spouses seeking to reorganize their property arrangements after marriage, particularly in mixed-nationality marriages involving restrictions on land ownership under Law Number 5 of 1960 concerning Basic Agrarian Principles. The constitutional challenge initiated by Ike Farida resulted in Constitutional Court Decision No. 69/PUU-XIII/2015, pronounced on October 27, 2016, which expanded the permissible timing of marital agreements to include agreements concluded during marriage. The decision also clarified the commencement, amendment, and revocation of such agreements while maintaining protection for third parties whose legal interests could be affected [1].

The constitutional transformation of marital agreements raises important questions concerning the relationship between contractual autonomy, legal certainty, and property rights protection. Article 28D paragraph (1) of the 1945 Constitution guarantees legal certainty, while Article 28H paragraph (4) recognizes the right to private property and protection against arbitrary deprivation. These constitutional guarantees provide an important foundation for interpreting the expanded contractual freedom established through Constitutional Court Decision No. 69/PUU-XIII/2015. Nevertheless, the recognition of postnuptial agreements does not automatically resolve legal uncertainties involving existing matrimonial assets, outstanding liabilities, creditor claims, and agreements with third parties. Although spouses may determine the commencement of their marital agreement and establish separate property arrangements, contractual provisions cannot be interpreted as permitting the arbitrary elimination of rights previously acquired by other parties. [2] emphasized that marital agreements concluded after marriage may create legal uncertainty when contractual arrangements prioritize the interests of spouses without adequately protecting third parties. Accordingly, the implementation of contractual freedom requires an appropriate balance between individual autonomy, lawful ownership, contractual validity, and the preservation of existing legal relationships. Legal certainty therefore depends not merely on the constitutional recognition of marital agreements but also on the clarity, enforceability, and compatibility of their provisions with the broader Indonesian legal framework.

Previous studies have examined various legal consequences of Constitutional Court Decision No. 69/PUU-XIII/2015, particularly regarding the validity, preparation, and implementation of marital agreements. [3] investigated models of marital agreements established after marriage and highlighted the importance of developing contractual arrangements consistent with the expanded legal framework. Similarly, [4] examined the legal implications of the Constitutional Court's decision, including the

validity of marital agreements and the consequences of changes in matrimonial property arrangements. These studies established important doctrinal foundations for understanding the transformation of marital agreement regulations. From an institutional perspective, [5] emphasized the role of notaries in formalizing marital agreements following the Constitutional Court's decision, particularly in ensuring appropriate legal documentation and compliance with relevant requirements. [6] further analyzed legal certainty in the registration of marital agreements involving mixed-nationality marriages, addressing the relationship between authentic notarial deeds, administrative recording, and judicial involvement. Collectively, these studies demonstrate that expanded contractual autonomy requires coherent legal and administrative mechanisms. However, their respective emphases on contractual models, legal validity, notarial authority, and registration procedures indicate the need for a more integrated examination of how contractual freedom, constitutional property protection, and third-party interests collectively contribute to the restoration of legal certainty.

Tangerang City provides a relevant geographical context for examining the normative implications of marital agreements following Constitutional Court Decision No. 69/PUU-XIII/2015. Its residential development, commercial activities, and diverse forms of individual and family property ownership create a meaningful setting for considering the legal relationships associated with matrimonial assets, contractual obligations, and administrative documentation. Nevertheless, the applicability of the Constitutional Court's decision in Tangerang City must be understood within the nationally binding framework of Indonesian matrimonial and private law rather than as evidence of specific administrative violations or institutional inconsistencies. The relevant legal considerations include notarial authority in preparing marital agreements, administrative recording through the competent marriage registration institutions, the determination of contractual commencement, and the enforceability of matrimonial property arrangements against third parties. Although previous scholarship has addressed several of these issues independently, a comprehensive normative analysis remains necessary to explain their interrelationship. In particular, uncertainty may arise when agreements concluded during marriage seek to reorganize previously acquired assets or financial obligations, creating potential tensions between the contractual intentions of spouses and existing third-party rights. Furthermore, the distinction between contractual validity, administrative registration, and external enforceability requires systematic interpretation to prevent inconsistent legal consequences. The research gap addressed in this study therefore concerns the absence of a sufficiently integrated normative reconstruction connecting freedom of contract, constitutional property rights, third-party protection, and institutional legal certainty within the framework governing marital agreement practices in Tangerang City.

Based on these considerations, this study aims to analyze the legal implications of Constitutional Court Decision No. 69/PUU-XIII/2015 in reconstructing legal certainty through freedom of contract and the protection of property rights, with particular reference to the normative framework applicable to marital agreements in Tangerang City. The analysis focuses on three interconnected issues: the constitutional and contractual foundations governing marital agreements following the decision; the legal consequences of such agreements for matrimonial property ownership and third-party interests; and the legal requirements necessary to strengthen certainty through consistent statutory interpretation, appropriate contractual formalization, and administrative registration. Employing a normative juridical method, the study integrates statutory, conceptual, and case approaches to examine constitutional provisions, relevant legislation, judicial decisions, and scholarly literature. Its

originality lies in treating contractual autonomy, property rights protection, and institutional safeguards as interdependent elements of legal certainty rather than examining the validity of marital agreements as an isolated issue of matrimonial law. Through this integrated perspective, the study seeks to contribute to Indonesian family and private law by developing a coherent normative framework that accommodates the legitimate contractual interests of spouses while protecting existing legal obligations and third-party rights. The findings are expected to provide legal considerations for interpreting and implementing marital agreements consistently with the constitutional principles established by the Constitutional Court.

2. METHODS

This study employs a normative juridical research method with descriptive-analytical and prescriptive characteristics to examine the restoration of legal certainty in marital agreements through freedom of contract and the protection of property rights following Constitutional Court Decision No. 69/PUU-XIII/2015. The research focuses on analyzing legal norms, statutory provisions, judicial decisions, and fundamental legal principles governing matrimonial property arrangements in Indonesia, with Tangerang City serving as the geographical context for examining the applicable legal framework. Three complementary approaches are applied: statutory, conceptual, and case approaches. The statutory approach examines Article 28D paragraph (1) and Article 28H paragraph (4) of the 1945 Constitution, Articles 1320 and 1338 of the Indonesian Civil Code, Law Number 1 of 1974 concerning Marriage as amended by Law Number 16 of 2019, Law Number 5 of 1960 concerning Basic Agrarian Principles, and relevant regulations concerning notarial authority and marital agreement registration. The conceptual approach explores freedom of contract, legal certainty, contractual validity, matrimonial property separation, ownership protection, and third-party legal interests. Meanwhile, the case approach analyzes the constitutional reasoning and operative provisions of Constitutional Court Decision No. 69/PUU-XIII/2015, particularly the reinterpretation of Article 29 paragraphs (1), (3), and (4) of the Marriage Law. The research relies exclusively on secondary data consisting of primary, secondary, and tertiary legal materials. Primary legal materials include constitutional provisions, legislation, judicial decisions, and administrative regulations, while secondary materials comprise peer-reviewed journal articles, legal textbooks, scholarly commentaries, and previous studies. Tertiary materials, including legal dictionaries and encyclopedias, support the interpretation of relevant legal terminology. These materials are collected through library research and document examination, with selection based on legal authority, authenticity, substantive relevance, and their contribution to the research objectives.

The collected legal materials are analyzed qualitatively through doctrinal analysis, legal interpretation, and deductive reasoning to evaluate the consistency and legal consequences of matrimonial property arrangements following the Constitutional Court's decision. The analytical process begins by comparing the regulatory framework governing marital agreements before and after Decision No. 69/PUU-XIII/2015, followed by an examination of the relationship between contractual autonomy, constitutional property protection, and legal certainty. Grammatical interpretation is employed to clarify the wording of relevant legal provisions, systematic interpretation examines their relationship within Indonesian constitutional and private law, and teleological interpretation identifies the regulatory objectives underlying the expansion of marital agreement rights. Particular attention is given to distinguishing contractual validity between spouses from enforceability against third parties, especially concerning existing property, outstanding liabilities, creditor interests, retrospective contractual effects, and administrative registration. The analysis subsequently evaluates the normative implications of these

legal provisions for marital agreement practices in Tangerang City, focusing on notarial authority, contractual authentication, and registration procedures administered through the Office of Religious Affairs (Kantor Urusan Agama) and the Population and Civil Registration Office (Dinas Kependudukan dan Pencatatan Sipil). Through deductive legal reasoning, the findings are developed from constitutional guarantees and general principles of contract law toward their specific implications for matrimonial property arrangements. The study ultimately formulates normative recommendations concerning statutory harmonization, administrative consistency, contractual transparency, and third-party protection. As the research is doctrinal rather than empirical, it does not involve interviews, field observations, or institutional performance assessments, and its conclusions are limited to the interpretation and evaluation of applicable legal norms rather than verified administrative practices in Tangerang City.

3. RESULTS AND DISCUSSION

3.1 Constitutional Transformation of Marital Agreements Following Constitutional Court Decision No. 69/PUU-XIII/2015

Constitutional Court Decision No. 69/PUU-XIII/2015 fundamentally transformed Indonesia's matrimonial legal framework by expanding the permissible timing of marital agreements under Article 29 of Law Number 1 of 1974. Previously, such agreements could only be concluded before or at the time of marriage, restricting spouses from adjusting property arrangements to changing financial circumstances. The decision recognizes marital agreements concluded during marriage and strengthens contractual autonomy while maintaining compliance with applicable legal provisions [1]. Originating from a constitutional challenge involving property ownership in a mixed-nationality marriage, the ruling reinterpreted Article 29 paragraphs (1), (3), and (4) without removing nationality-based land ownership restrictions under the Basic Agrarian Law. Three significant developments emerged: greater flexibility in concluding marital agreements, the ability to determine their commencement, and permission to amend or revoke agreements through mutual consent without prejudicing third-party rights. These changes establish a more adaptive legal framework while emphasizing the importance of contractual validity, notarial authentication, and administrative registration.

The normative comparison presented in Table 1 demonstrates that the Constitutional Court's decision extends beyond procedural changes by redefining the relationship between matrimonial status and contractual freedom. Spouses may now establish property arrangements during marriage, although their validity remains subject to contractual requirements and the protection of existing legal interests. [3] similarly emphasized that recognizing postnuptial agreements requires appropriate contractual models and clear legal mechanisms to ensure their enforceability. Therefore, expanded contractual autonomy must be accompanied by precise contractual provisions, consistent administrative procedures, and safeguards for third parties. The effectiveness of Constitutional Court Decision No. 69/PUU-XIII/2015 ultimately depends on its capacity to balance contractual flexibility, property rights protection, and legal certainty within Indonesia's matrimonial legal system.

3.2 Freedom of Contract as the Legal Foundation for Restoring Certainty in Marital Agreements

The principle of freedom of contract provides a fundamental legal basis for marital agreements under Article 1338 paragraph (1) of the Indonesian Civil Code, which recognizes the binding force of lawfully concluded agreements. Constitutional Court Decision No. 69/PUU-XIII/2015 strengthens this principle by allowing spouses to establish matrimonial property arrangements during marriage. However, contractual autonomy

remains subject to Article 1320 of the Civil Code, requiring mutual consent, legal capacity, a definite subject matter, and a lawful cause. These requirements ensure that marital agreements reflect legitimate intentions and comply with applicable legal provisions. Furthermore, Article 29 paragraph (3) of the Marriage Law, as reinterpreted by the Constitutional Court, permits spouses to determine the commencement of their agreements. Nevertheless, such flexibility must distinguish contractual validity between spouses from enforceability against third parties, particularly concerning existing assets, financial obligations, and creditor rights.

Legal certainty in marital agreements also requires compliance with the principle of good faith under Article 1338 paragraph (3) of the Civil Code. Agreements must not facilitate asset concealment, avoidance of financial obligations, or violations of existing third-party rights. Therefore, postnuptial agreements should clearly regulate property classification, contractual commencement, financial responsibilities, and the treatment of assets and liabilities established before their execution. Although freedom of contract enables spouses to determine their matrimonial property arrangements, its implementation must remain consistent with legal transparency, contractual accountability, and third-party protection. Accordingly, Constitutional Court Decision No. 69/PUU-XIII/2015 reinforces the complementary relationship between contractual autonomy and legal certainty, ensuring that marital agreements function as legitimate instruments for property management without undermining existing legal obligations.

3.3 Protection of Property Rights within the Framework of Matrimonial Agreements

The protection of property rights constitutes a fundamental constitutional principle strengthened by Constitutional Court Decision No. 69/PUU-XIII/2015. Article 28H paragraph (4) of the 1945 Constitution guarantees private property rights, while Article 35 of Law Number 1 of 1974 distinguishes joint matrimonial property from individually owned assets. The Constitutional Court's decision enables spouses to establish property separation agreements during marriage, providing greater flexibility in managing personal assets, business ownership, and financial obligations. However, such agreements must comply with applicable legislation, including creditor protection and agrarian regulations. In mixed-nationality marriages, Articles 21 and 36 of Law Number 5 of 1960 maintain nationality-based restrictions on land ownership and building-use rights. Therefore, marital agreements may clarify property ownership but cannot override statutory restrictions or grant property rights to legally ineligible individuals.

Legal certainty also requires clear provisions concerning assets acquired before and after a postnuptial agreement, particularly when contractual arrangements have retrospective implications. Under Article 29 paragraph (3) of the Marriage Law, as interpreted by the Constitutional Court, spouses may determine the commencement of their agreement without eliminating previously established third-party rights. Furthermore, Article 1320 of the Civil Code requires valid consent, ensuring that property arrangements are established without coercion, fraud, or other defects affecting contractual validity. Accordingly, effective property protection depends on transparent asset classification, balanced contractual obligations, and compliance with existing legal commitments. Constitutional Court Decision No. 69/PUU-XIII/2015 thus reinforces individual property rights while maintaining the necessary balance between contractual autonomy, matrimonial responsibilities, and third-party protection within Indonesia's legal framework.

3.4 Legal Certainty and the Protection of Third-Party Interests in Postnuptial Agreements

The protection of third-party interests constitutes a significant legal consideration

following Constitutional Court Decision No. 69/PUU-XIII/2015, which expanded the recognition of marital agreements during marriage. Although spouses have greater contractual autonomy, postnuptial agreements may affect existing creditor claims, financial obligations, and property ownership arrangements. [2] emphasized that agreements modifying matrimonial property classifications may create legal uncertainty when third-party interests are insufficiently protected. Under Article 1340 of the Civil Code, contractual obligations generally bind the contracting parties, while Article 29 of the Marriage Law requires consideration of affected third parties. Therefore, the validity of marital agreements between spouses must be distinguished from their enforceability against outsiders. Furthermore, retrospective contractual provisions under Article 29 paragraph (3) cannot automatically eliminate previously established rights, making clear property classification and contractual commencement essential to legal certainty.

The normative analysis presented in Table 2 identifies several legal risks, including unclear property ownership, retrospective application, creditor disputes, inadequate documentation, and incomplete administrative registration. Addressing these risks requires valid contractual consent under Article 1320 of the Civil Code, authentic notarial documentation, appropriate administrative recording, and compliance with Article 29 paragraph (4) concerning third-party protection. However, neither contractual validity nor registration alone guarantees enforceability when existing legal rights are prejudiced. Accordingly, effective implementation of Constitutional Court Decision No. 69/PUU-XIII/2015 requires an integrated framework combining contractual transparency, institutional consistency, and protection of prior legal obligations. Such safeguards ensure that expanded contractual freedom strengthens legal certainty without undermining creditors or other legally interested parties.

3.5 Normative Implications for the Practice of Marital Agreements in Tangerang City

The implementation of Constitutional Court Decision No. 69/PUU-XIII/2015 in Tangerang City must comply with Indonesia's nationally applicable matrimonial and administrative legal framework. The decision recognizes marital agreements concluded before, at the time of, or during marriage, while emphasizing the importance of contractual validity, notarial authentication, and administrative registration. Under Law Number 2 of 2014, notaries are authorized to prepare authentic deeds, including marital agreements, within their statutory competence. Administrative recording is further supported by Circular Letter No. 472.2/5876/DUKCAPIL (2017) and Letter No. B.2674/DJ.III/KW.00/9/2017, which provide guidance on registering marital agreements. In Tangerang City, registration procedures involve the Office of Religious Affairs (Kantor Urusan Agama) or the Population and Civil Registration Office (Dinas Kependudukan dan Pencatatan Sipil), depending on the applicable marriage registration framework. However, notarial authentication and administrative recording do not automatically guarantee substantive enforceability, particularly when existing third-party rights are affected.

The normative framework presented in Table 3 demonstrates that legal certainty requires consistency between contractual freedom, matrimonial property regulations, institutional authority, and constitutional protection. Articles 1320 and 1338 of the Civil Code establish contractual requirements, while Articles 35 and 36 of the Marriage Law regulate matrimonial property ownership. Furthermore, Articles 28D paragraph (1) and 28H paragraph (4) of the 1945 Constitution provide constitutional foundations for legal certainty and property rights protection. Effective implementation therefore requires clear contractual provisions, accurate property classification, appropriate administrative registration, and safeguards for existing creditor interests. The primary normative implication for Tangerang City is

the need for consistent application of national legal standards rather than separate regional regulations. Accordingly, institutional coordination and transparent administrative procedures are essential to ensuring that marital agreements remain legally recognizable, enforceable within applicable legal limits, and consistent with third-party protection. These conclusions represent normative legal considerations rather than empirical findings concerning institutional practices in Tangerang City.

3.6 Reconstruction of Legal Certainty Through the Integration of Contractual Freedom, Property Rights, and Institutional Protection

The reconstruction of legal certainty following Constitutional Court Decision No. 69/PUU-XIII/2015 requires the integration of contractual freedom, constitutional property rights, and third-party protection within a coherent legal framework. Although the decision expands spouses' autonomy to conclude marital agreements during marriage, legal certainty depends on clearly distinguishing contractual formation, validity, commencement, and enforceability against third parties. Agreements must specify property classifications, financial responsibilities, and the legal consequences of retrospective provisions without prejudicing existing creditor rights. Furthermore, notarial authentication and administrative registration are essential for ensuring documentary validity and legal transparency, although neither automatically resolves disputes over ownership or competing legal interests. As summarized in Table 4, strengthening legal certainty requires valid contractual consent, precise property arrangements, temporal clarity, institutional consistency, and harmonization of constitutional, matrimonial, and private law principles. In Tangerang City, these requirements emphasize the consistent application of national legal standards through competent administrative institutions. Accordingly, Constitutional Court Decision No. 69/PUU-XIII/2015 provides a constitutional foundation for balancing contractual autonomy, property protection, and third-party interests while strengthening the predictability and enforceability of marital agreements within Indonesia's legal system [2], [3], [7].

4. CONCLUSION

Constitutional Court Decision No. 69/PUU-XIII/2015 represents a significant development in Indonesian matrimonial law by expanding contractual freedom and strengthening constitutional property rights through the recognition of marital agreements concluded during marriage. The findings demonstrate that legal certainty requires more than contractual autonomy, particularly when postnuptial agreements affect existing property arrangements, financial obligations, and third-party interests. Therefore, marital agreements must comply with contractual validity requirements, good faith principles, clear property classifications, and appropriate limitations on retrospective legal consequences. The reconstruction of legal certainty requires an integrated framework combining constitutional protection, notarial authentication, administrative registration, and safeguards for existing legal rights. In Tangerang City, consistent implementation of national legal provisions through competent institutions is essential to ensuring the validity, transparency, and enforceability of marital agreements. Accordingly, harmonizing administrative procedures, clarifying contractual provisions, and strengthening third-party protection are necessary to establish a coherent and predictable matrimonial property system. Future empirical research is recommended to examine the practical implementation of these legal requirements and evaluate institutional effectiveness in ensuring legal certainty.

REFERENCES

[1] J. Perkara *et al.*, "IKHTISAR PUTUSAN PERKARA NOMOR 69 / PUU-XIII / 2015 Tentang Perjanjian Perkawinan," no. 3, pp. 1–6, 2015.

[2] M. R. Dedi Putra, D. Ochtorina Susanti, and M. Ali, "Prinsip Kepastian Hukum bagi Pihak Ketiga atas Perjanjian Perkawinan yang Dibuat setelah Perkawinan," *J. Rechtens*, vol. 10, no. 2, pp. 123–140, 2021, doi: 10.56013/rechtens.v10i2.1026.

[3] S. D. Judiasih, D. Yuanitasari, and R. Inayatillah, "Model Perjanjian Kawin yang Dibuat Setelah Perkawinan Berlangsung Pasca Berlakunya Putusan Mahkamah Konstitusi Nomor 69/PUU-XIII/2015," *Masal. Huk.*, vol. 47, no. 3, pp. 252–267, 2018, doi: 10.14710/mmh.47.3.2018.252-267.

[4] S. Jenderal, M. Konstitusi, R. Indonesia, and M. B. No, *No Title*, no. 6. 2015.

[5] F. Prasetyawan, "Peran Notaris Terkait Pengesahan Perjanjian Perkawinan Pasca Putusan Mahkamah Konstitusi Nomor 69/PUU-XIII/2015," *Justitia J. Huk.*, vol. 2, no. 1, 2018.

[6] N. R. Hamnan and A. B. Cahyono, "Pencatatan Perjanjian Perkawinan Dalam Perkawinan Campuran Pasca Putusan Mahkamah Konstitusi Nomor 69/PUU-XIII/2015, Perlukah Pengesahan Dari Pengadilan?," *UNES Law Rev.*, vol. 7, no. 1, pp. 642–654, 2024.

[7] Constitutional Court of the Republic of Indonesia, *Decision Number 69/PUU-XIII/2015*. Constitutional Court of the Republic of Indonesia, 2016. [Online]. Available: https://s.mkri.id/public/content/persidangan/putusan/69_PUU-XIII_2015.pdf