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Status of Property Assets in Marriages Without a Prenuptial Agreement from the Perspective of the Civil Code and the Marriage Law: A Review of Supreme Court Decision No. 2981 K/Pdt/2024

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Abstract

General background: The regulation of property assets in Indonesian marriage law operates within a dual framework involving the Civil Code and the Marriage Law, each establishing different principles on ownership and control. **Specific background:** These differences create practical ambiguity in marriages concluded without aprenuptial agreement, particularly when determining the status of separate and marital property upon dissolution. **Knowledge gap:** Despite substantial jurisprudence, limited scholarly analysis examines how both legal regimes interact in real disputes, especially in cases where property acquired before marriage becomes contested inheritance. **Aims:** This study analyzes the status and distribution of property assets in marriages without a prenuptial agreement by comparing the Civil Code and the Marriage Law, using Supreme Court Decision No. 2981 K/Pdt/2024 as a case reference. **Results:** The findings show that during marriage, property classification follows the Marriage Law, but upon dissolution—especially by death—the distribution of assets reverts to the parties' respective legal system, resulting in the Civil Code governing inheritance for those subject to civil law. **Novelty:** This research clarifies the normative intersection between marital property and inheritance law in the absence of prenuptial agreements. **Implications:** The study highlights the need for harmonization between the Marriage Law and the Civil Code to ensure legal certainty and prevent interpretive inconsistencies in future marital property disputes.

Highlights:

- Clarifies differences between the Marriage Law and the Civil Code in regulating property without a prenuptial agreement.
- Highlights how dissolution of marriage shifts asset distribution to the parties' applicable legal system.
- Emphasizes the need for harmonization to prevent inconsistent judicial interpretations.

Keywords: Marital Property, Separate Property, Civil Code, Marriage Law, Inheritance

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Introduction

Humans are social beings who live alongside others and need one another. As social beings who need togetherness, people enter into marriage to continue their lineage. Marriage not only unites two individuals but also aims to form a happy and everlasting family as stated in Article 1 of Law Number 1 of 1974 on Marriage. Marriage gives rise to a legal relationship because it creates rights and obligations as well as legal consequences for the parties who enter into the marriage.

One of the most significant legal consequences arising from marriage relates to the ownership and management of property assets between husband and wife. The regulation of such property relations is governed by Law Number 1 of 1974 concerning Marriage, commonly referred to as the Marriage Law. This legislation represents an important milestone in the unification of marriage law in Indonesia, serving as a comprehensive legal framework that harmonizes the previously diverse and fragmented systems of marital regulation that existed across the archipelago. Before the enactment of the Marriage Law, Indonesia's legal landscape was pluralistic, meaning that the rules governing marriage and property relations varied depending on the background and community of the individuals involved.

The pluralistic nature of Indonesian law at the time reflected the coexistence of several distinct legal traditions namely, customary law (adat law), Islamic law (fiqh al-ahwal al-syakhsiyyah), and civil law, the latter of which was inherited from the Dutch colonial legal system and codified in the Civil Code (Burgerlijk Wetboek). Each of these systems contained its own principles regarding marital property, the rights and obligations of spouses, and the legal consequences of marriage. The introduction of the Marriage Law of 1974 was therefore intended to create uniformity and legal certainty by establishing a single set of national standards applicable to all Indonesian citizens, regardless of their ethnic, religious, or cultural background. Through this unification, the law sought to bridge the gap between traditional norms and modern legal principles, ensuring that the regulation of property assets within marriage aligns with both national values and contemporary legal development. [1].

With the enactment of the Marriage Law, there is a unification of rules regarding marriage for all Indonesian citizens, so that provisions relating to the legal consequences of marriage, including property assets, refer to this law insofar as the Marriage Law regulates such matters. The Marriage Law distinguishes property assets in marriage acquired both before and after the marriage. Property assets acquired before the marriage are referred to as separate property as regulated in Article 35 paragraph (2) of the Marriage Law. Separate property under the Marriage Law remains under the control of each spouse who acquires it.

Property assets other than separate property regulated in the Marriage Law are marital property, i.e., property assets acquired during the marriage, for which any legal act concerning such assets must obtain the consent of both husband and wife [2]. Furthermore, Article 37 of the Marriage Law states: "If the marriage is dissolved by divorce, marital property shall be regulated according to their respective laws." The phrase "according to their respective laws" is interpreted as following the law applicable to the parties, whether customary law, Islamic law, or civil law.

The regulation of property assets under the Civil Code differs significantly from that under the Marriage Law. Within the Civil Code system, there exists the principle of community or commingling of property (gemeinschaft van goederen), which takes effect once a marriage is legally concluded. This means that, from the moment the marriage takes place, all property owned by either spousewhether acquired before or after the marriage—automatically merges into a single pool of marital property jointly owned by both the husband and the wife. Consequently, the individual ownership of each spouse over their separate property ceases to exist, as both are legally regarded as one entity in terms of property ownership.

However, this rule of complete community of property is not absolute. The Civil Code provides an exception through the possibility of a prenuptial agreement, which may be made prior to the marriage ceremony. Such an agreement can specifically stipulate that each party's property—whether acquired before or during the marriage—remains under their individual ownership and does not merge into the marital estate. In other words, the prenuptial agreement functions as a preventive legal instrument that preserves each spouse's financial autonomy and protects them from the automatic mixing of property that would otherwise occur by operation of law upon marriage.

There is a difference in the regulation of separate property between the Civil Code and the Marriage Law in viewing the legal consequences of the absence of a prenuptial agreement [3]. The Civil Code tends to establish the merging of property into marital property, whereas the Marriage Law explicitly distinguishes between marital property and separate property. This condition may give rise to multiple interpretations regarding the difference in the regulation of property assets under the Civil Code and the Marriage Law, which has the potential to create uncertainty in practice, especially for the public who do not understand the legal implications of not making a prenuptial agreement before the marriage is concluded.

The problem concerning separate property can be found in Decision No. 2981 K/Pdt/2024. In that decision, a dispute arose between the decedent's younger sibling as the decedent's blood relative and the decedent's husband concerning control over the decedent's estate in the form of separate property. According to the plaintiff, based on Article 35 paragraph (2) of the Marriage Law, separate property remains under the control of each party. Based on this, in the view of the decedent's sibling, the separate property should form part of the decedent's blood heirs, not be wholly controlled by the husband.

In this case there are also differing legal considerations by the judges of the court of first instance, appeal, and cassation. The lack of uniform interpretation among law enforcement officials regarding the boundary between separate property and marital property can have implications for injustice in the distribution of inheritance and the fulfillment of heirs' rights [4].

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Therefore, an in-depth study is needed of how the status of property assets in marriages without a prenuptial agreement is regulated under the Civil Code and the Marriage Law, and how the dissolution of marriage affects the status and distribution of property in the absence of a prenuptial agreement under the Civil Code (BW) and the Marriage Law.

This research holds significant importance as it not only offers a comprehensive conceptual understanding of how marital property is regulated within the Indonesian legal system, but also aims to examine the legal implications that arise from the dissolution of marriage, particularly in relation to the status and distribution of property when a marriage is concluded without a prenuptial agreement. The study seeks to explore these issues through the perspective of both the Civil Code and the Marriage Law, two key legal frameworks that often present differing principles regarding marital property. Beyond its theoretical relevance, this research carries practical and academic significance. It provides an analytical foundation for understanding how the absence of a prenuptial agreement can affect property ownership and division in the event of divorce or death, and how inconsistencies between the Civil Code and the Marriage Law may lead to uncertainty in legal interpretation and judicial practice.

By clarifying these aspects, the study aims to help bridge the conceptual and normative gap that continues to exist between these two major legal instruments. Furthermore, this study is expected to make a meaningful contribution to the development of Indonesian civil law, particularly in the domain of family law, by offering insights that can be used to enhance the coherence and effectiveness of legal regulation. The findings may serve as a valuable reference for policymakers, legislators, and legal practitioners in formulating or revising regulations that govern marital property. Ultimately, the research aspires to promote harmonization between the Civil Code and the Marriage Law, ensuring that both operate consistently in addressing the legal status of property in marriages formed without prenuptial agreements, thereby fostering fairness, legal certainty, and social justice within Indonesia's evolving legal system.

Method

The object of this research is the Supreme Court Decision Number 2981 K/Pdt/2024, which serves as the central case study for analysis. The research adopts a normative juridical approach, emphasizing the examination of legal principles and norms through the study of secondary data. As a form of normative legal research, this study relies primarily on library-based materials including legislation, court decisions, academic writings, and other relevant legal documents as its main data sources.[5]. The nature of this study is descriptive, aiming to provide a comprehensive overview and detailed explanation regarding the legal provisions that govern property ownership within marriages conducted without the existence of a prenuptial agreement, analyzed from both the Civil Code and the Marriage Law perspectives. The research does not merely describe existing legal norms but also seeks to clarify their implementation and implications in practical legal contexts, particularly as reflected in the Supreme Court's jurisprudence. The data utilized in this study are secondary data, which are obtained through an extensive literature review encompassing statutory regulations, legal doctrines, and case law relevant to the topic. The analytical technique employed is qualitative analysis, which interprets legal materials systematically and contextually to produce descriptive findings that reveal the underlying legal reasoning and principles applied by the court.

Result and Discussion

This case began with the death of Lian Hoa Angkawidjaja (the decedent) on 18 September 2019 as evidenced by Death Notification Letter No. 3173021002-PKM-18092019-0001 dated 18 September 2019. The decedent's younger sibling, namely Harjati Angkawidjaja, sued the decedent's husband named Kao Senpatidjaja. The plaintiff sued so that property assets acquired by the decedent long before her marriage to the defendant, namely:

a. Land and/or building located at Jalan Tanjung Duren Utara IV No. 226A, RT 006, RW 003, Tanjung Duren Utara Subdistrict, Grogol Petamburan District, West Jakarta Administrative City, DKI Jakarta with Freehold Title Certificate Number 4537/Tanjung Duren Utara (hereinafter referred to as the "Tanjung Duren House"); and

b. Land and/or building located at Jalan Mangga Besar Raya Number 81 Block B/45, Tangki Subdistrict, Taman Sari District, West Jakarta, DKI Jakarta with Building Use Right Certificate Number 1192/Tangki (hereinafter referred to as the "Lokasari Shop-house"),

Could be returned to the plaintiff and her younger sibling, Harjana Angkawidjaja, as the decedent's blood relatives. Prior to the filing of this claim, the plaintiff had sent three (3) demand letters to the defendant, and the defendant had responded twice (2), yet no meeting took place and mediation at the Central Jakarta District Court also failed to reach an agreement.

The plaintiff argued that during her lifetime, the decedent had no offspring with the defendant and that the property assets in dispute were acquired long before the decedent's marriage to the defendant. Based on this, in the plaintiff's view, such property assets as separate property remained under the decedent's control as regulated in Article 35 paragraph (2) of the Marriage Law. The defendant had transferred the name of the holder of the rights to the disputed estate into the defendant's name; therefore, the disputed estate should be returned to the plaintiff and the plaintiff's sibling.

The plaintiff also challenged the Certificate of Heirship No. 94/N/WRS/x/2019 dated 18 October 2019 made by Notary Adrianto Anwar, S.H., which listed only the defendant as the sole heir. In her pleading, the plaintiff also invoked jurisprudence stating that a widow who has no offspring is not entitled to the separate property of her deceased husband. The plaintiff also argued that during the marriage between the decedent and the defendant no prenuptial agreement was ever made governing the mixing of property between the decedent and the defendant, so that the person entitled to the

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decedent's separate property is the plaintiff as the decedent's sibling. In addition to separate property, the plaintiff also asserted that she was entitled to ½ of the marital property belonging to the decedent and the defendant.

1. Status of Property Assets in Marriages Without a Prenuptial Agreement from the Perspective of the Civil Code and the Marriage Law

Marriage establishes a legal bond between two individuals that inherently gives rise to mutual rights and obligations, forming the foundation of a shared life as a family unit. Beyond its emotional and social dimensions, marriage is a juridical institution that carries legal implications recognized and protected by the state. Through marriage, both parties are bound not only by personal commitments but also by legal responsibilities that reflect their duties toward one another and toward the household they build together. Furthermore, the institution of marriage does not merely regulate interpersonal relations between husband and wife but also gives rise to legal consequences concerning property ownership.

One of the most significant outcomes of a marital relationship is the emergence of what is referred to as marital propertya collective accumulation of assets that serve as the economic foundation for maintaining and supporting family life. These assets, whether acquired before or during the marriage depending on the applicable legal framework, are essential for fulfilling the daily needs and welfare of the family, such as housing, education, healthcare, and overall living expenses.

Discussion of property assets cannot be separated from two (2) interrelated scopes, namely property assets after the marriage takes place and property assets after the marriage ends or after divorce, whether by divorce while alive or by death. Property assets are regulated in Law Number 1 of 1974 on Marriage (the Marriage Law). The enactment of Law Number 1 of 1974 is an effort to create legal unification in the field of marriage, because previously there were various marriage laws applicable to each group of the population [1].

The Marriage Law divides the types of property in marriage into two (2) categories, namely separate property (personal property) and marital property (gono gini) [6]. Separate property is regulated in Article 35 paragraph (2) of the Marriage Law, which states: "Separate property of each husband and wife and property acquired by each as a gift or inheritance shall be under the control of each insofar as the parties do not determine otherwise," and also in Article 36 paragraph (2) of the Marriage Law, which states: "Regarding separate property of each, the husband and the wife shall have full rights to perform legal acts concerning their property."

Based on these provisions, separate property is property assets acquired by the husband and/or the wife before the marriage is concluded, including property brought into the marriage by each spouse that existed prior to the marriage, as well as property acquired by each spouse as a gift, grant, or inheritance either before the marriage is concluded or during the marriage. Separate property does not merge into the marital property of the parties who enter into the marriage.

Separate property or personal property is under the control of each husband and wife, where they have full rights to perform legal acts concerning their respective separate property without requiring the consent of their spouse. In Article 35 paragraph (2) of the Marriage Law there is the phrase "... insofar as the parties do not determine otherwise," which may be interpreted to mean that spouses are given the opportunity, if they decide to determine otherwise, in other words to deviate from the statutory provisions. Deviations related to marital property may only be made by entering into a prenuptial agreement [7].

A prenuptial agreement (huwelijksche voorwaarden), also known as a property separation agreement, is an agreement made by husband and wife to regulate the consequences of marriage concerning property assets [8]. Article 29 of the Marriage Law explains that a prenuptial agreement is an act performed prior to the marriage. A prenuptial agreement may contain various matters agreed upon by the parties, insofar as they are not contrary to law, religion, or morality. The most common prenuptial agreement merely contains the spouses' agreement on the arrangement for separation of property in the marriage.

In connection with what is regulated in the Marriage Law regarding property assets, particularly separate property, and regarding prenuptial agreements, it can be understood that a prenuptial agreement may provide for the mixing of separate property within the marriage so that it becomes marital property. This is because the Marriage Law provides that separate property remains under the control of each spouse, and by making a prenuptial agreement such separate property may become the marital property of the husband and wife [9].

Property assets regulated in the Marriage Law, in addition to separate property, are marital property. Marital property is regulated in Article 35 paragraph (1) of the Marriage Law, which states that "property acquired during the marriage shall become marital property," and Article 36 paragraph (1) of the Marriage Law also states that "Regarding marital property, the husband or wife may act with the consent of both parties." Marital property is the property acquired by husband and wife during the marriage, other than that which is part of separate property or personal property. With respect to marital property, each spouse may perform legal acts with the consent of the other. Without the spouse's consent, legal acts concerning marital property may not be performed.

Property assets are also regulated in the Civil Code, which provides that upon conclusion of the marriage, the property assets of the husband and wife will merge into one. This is as regulated in Article 119 paragraph (1) of the Civil Code, which states: "From the time the marriage is concluded, by operation of law, there shall be a complete community of property between husband and wife, insofar as no other provision is made by a prenuptial agreement."

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Based on the provisions of the Civil Code, property in marriage is a universal community of property, meaning that from the moment the marriage is concluded, by operation of law there is a complete mixing of the property of husband and wife, including all profits, losses, and debts incurred both before and during the marriage [10]. There is an exception to the mixing of the property assets of husband and wife both before and during the marriage, namely where a prenuptial agreement is made regulating the separation of property assets between husband and wife.

Based on the foregoing explanation of property assets regulated in the Marriage Law and the Civil Code, the author will then discuss the property assets that are the subject of the dispute in Decision No. 2981 K/Pdt/2024 from the perspective of the Marriage Law and the Civil Code. In the marriage between Lian Hoa Angkawidjaja (the decedent) and Kao Senpatidjaja (the defendant), which is subject to the Marriage Law because their marriage was concluded after the Marriage Law was enacted, there were property assets acquired by the decedent long before her marriage to the defendant, which are referred to as separate property. In the marriage of the decedent and the defendant there was also marital property acquired during their marriage. This marital property is not detailed in the decision; however, it can be discerned from the plaintiff's pleading that the plaintiff also claimed entitlement to ½ of the marital property of the decedent and the defendant.

The property assets that constitute the problem in the case raised by the author, as described above, are the property assets acquired by the decedent before the conclusion of her marriage to the defendant which, under the Marriage Law, are classified as separate property [11]. If viewed from the regulation of property assets in the Marriage Law, the decedent's separate property is under the control of each party. The marriage between the decedent and the defendant was also concluded without a prenuptial agreement providing for the mixing of separate property between the decedent and the defendant; therefore, viewed from the Marriage Law, the decedent's separate property remains under the decedent's control and does not become the property of the defendant.

However, if seen from the Civil Code, there is a difference in the regulation of property assets between the Civil Code and the Marriage Law. Under the Civil Code, the separate property that is the problem in the decision raised becomes mixed upon the conclusion of the marriage, so that property acquired by the husband and/or the wife before the marriage will merge into a single whole that becomes marital property. This mixing of property assets does not apply under the Marriage Law. The Marriage Law provides that property assets acquired before the marriage, or separate property, remain under the control of the spouse who acquired them.

2. Legal Consequences of the Dissolution of Marriage for the Status and Distribution of Property Assets in the Absence of a Prenuptial Agreement

Discussion of marital property after divorce centers on the discussion of the status, position, and regulation of control over marital property after the marriage ends [12]. This discussion will touch on what property exists and is acquired during the course of the marriage, what its status and position are, and how it is controlled which, when faced with divorce, will give rise to legal consequences, namely:

a. because divorce while alive results in the marital property having to be divided;

b. because divorce by death results in the marital property changing its status to inheritance to be transferred to the lawful heirs.

Article 38 of the Marriage Law provides that a marriage may be terminated under three legal circumstances: (a) the death of one of the spouses, (b) divorce, or (c) a court ruling. The dissolution of marriage through any of these means gives rise to a series of legal consequences, one of the most significant being the division of marital property accumulated during the marriage. In essence, when a marriage ends, the shared property between husband and wife must be settled in accordance with the applicable legal norms. Although the Marriage Law was enacted as a unifying framework to harmonize Indonesia's previously pluralistic marriage systems, and although it includes provisions on property relations between spouses, the regulation of property assets in the context of divorce does not operate uniformly. Ideally, all matters concerning the ownership, management, and division of marital property should fall under the authority of the Marriage Law.

However, Article 37 of the same law stipulates that "if a marriage is dissolved by divorce, the division of marital property shall be carried out according to their respective laws." This provision signifies that, despite the unification of marriage law, the distribution of property upon the dissolution of marriage remains subject to the legal system applicable to the parties involved. Thus, individuals governed by civil law, customary law, or Islamic law will each follow their respective legal frameworks in determining the rights and obligations over marital property. In particular, for parties subject to civil law, the division of assets due to divorce or the death of one spouse follows the principles contained in the Civil Code, which regulates the classification and transfer of property within the context of succession and inheritance. [12].

The existence of the provision "according to their respective laws" indicates that the Marriage Law does not provide its own or specific regulation regarding the separation and distribution of inheritance property, which is a new status of property that was formerly marital property. The Marriage Law provides space for the application of laws other than positive law through Article 37 of the Marriage Law, insofar as such provisions are not regulated in the Marriage Law and to the extent that they are not contrary to the Marriage Law and to Pancasila and the 1945 Constitution of the Republic of Indonesia.

The application of law other than the Marriage Law can also be seen from Supreme Court Letter No. MA/Pem/0807/75 dated 20 August 1975 entitled "Supreme Court Guidelines on the Implementation of Law Number 1 of 1974 and Government Regulation No. 9 of 1975," which contains the following phrases:

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a. "... does not repeal all provisions concerning marriage law in the Civil Code (BW), the Indonesian Christian Marriage Ordinance (Staatsblad 1933-74), the Mixed Marriage Regulation (Staatsblad 1898-198), but only insofar as regulated in this Law (the Marriage Law)."

b. "... means that not all the material contained in Law Number 1 of 1974 can yet be applied by the courts....."

c. ".... property in marriage, the status of children, rights, obligations between parents and children, as well as guardianship, are apparently not regulated in that Government Regulation (Government Regulation No. 9 of 1975), therefore they cannot yet be effectively implemented and consequently for those matters the old legal provisions and legislation still apply."[13].

What is meant by "the old legal provisions and legislation" are laws and statutes regarding the status of children, parental authority, guardianship, and marital property law applicable to each group of the population prior to the enactment of the Marriage Law as described above. Based on the Supreme Court guidelines above, it can be concluded that:

a. not all basic provisions in the Marriage Law can yet be implemented;

b. some provisions of the Marriage Law still require implementing regulations to be applied in practice;

c. marital property law under the Marriage Law still requires implementing regulations [13].

The provision in Article 37 of the Marriage Law regarding the regulation of the separation and distribution of marital property after divorce "according to their respective laws," thus referring to the "old legal provisions and legislation," is reinforced and/or manifested in Supreme Court Decision No. 726 K/Sip/1976 dated 15 February 1976, which in its considerations states as follows:

"Although Law Number 1 of 1974 has come into force, for its implementation implementing regulations are still required, and since to date regulations replacing the provisions regulated in the Civil Code do not exist, for the plaintiff and the defendant, who are Indonesian citizens of Chinese descent, the provisions on marriage contained in the Civil Code still apply."

The dissolution of marriage by divorce while alive results in the marital property having to be divided. Referring to Article 37 of the Marriage Law and the jurisprudence described above, the distribution of property is regulated according to their respective laws because the Marriage Law still has not further regulated property assets. For parties subject to the civil law system, the regulation regarding the distribution of property due to the dissolution of marriage is carried out based on the provisions of the Civil Code.

Article 128 of the Civil Code states that "After the dissolution of the community, the property of the community shall be divided into two between husband and wife or between their heirs respectively, regardless of on whose part the goods were acquired." In other words, under the Civil Code, marital property is divided equally between husband and wife when the marriage ends, irrespective of who purchased the property or in whose name the property was held during the marriage. Even items acquired from the income of one party and the proceeds from the development of separate property during the marriage are deemed marital property to be divided [14]. This principle of equitable division of property is also affirmed in Supreme Court Jurisprudence No. 424 K/Sip/1959 dated 9 December 1959, which states that in the event of divorce, each party receives half of the marital property.

It is different where the marriage is dissolved due to death, because with a person's death, succession to the decedent's property to the heirs is opened. In the event that the marriage is dissolved due to death, the marital property changes its status to inheritance to be transferred to the lawful heirs. In the case raised by the author, the marriage between the decedent and the defendant was dissolved by death. The decedent and the defendant married in the Christian faith and during their lives also adhered to Christianity; based on this, the Civil Code is used for the distribution of property assets.

Property assets in cases of dissolution by death in Decision No. 2981 K/Pdt/2024 changed their status to inheritance to be distributed to the lawful heirs. The distribution of inheritance is carried out in accordance with the civil law of succession because the decedent adhered to Christianity during her life; therefore, the civil law of succession is used. The civil law of succession uses the Civil Code in its distribution. Based on Article 832 of the Civil Code, those entitled to be heirs are blood relatives whether legitimate or extramarital (if recognized), as well as the surviving spouse. The lawful heirs are called to inherit by reason of death in the order in which they are called to inherit. This classification of heirs comprises four groups, namely [15]:

a. Group I

Heirs included in Group I are the children and/or their descendants downward, and the surviving spouse. Group I heirs are regulated in Articles 852, 852a paragraph (1), and 852a paragraph (2) of the Civil Code. Based on Article 852 of the Civil Code, the inheritance rights of the decedent's children are equal without distinction of gender or seniority of birth, male or female, together with the surviving spouse.

b. Group II

Heirs included in Group II are the decedent's parents and siblings along with their descendants up to the sixth degree.

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Group II heirs are regulated in Articles 854 through 857 of the Civil Code. In principle, the share of the parents is equated with the share of the decedent's siblings, but there are certain conditions where the parents' share may not be less than one-quarter of the estate. The second group opens only if there are no Group I heirs.

c. Group III

Heirs included in Group III consist of blood relatives in the direct ascending line after the parents. Group III heirs are regulated in Articles 857, 853, and 858 of the Civil Code. Group III heirs consist of all relatives in the direct ascending line, both from the paternal and maternal lines. Relatives in the paternal and maternal ascending lines are the grandfather, grandmother, and further ascendants of the decedent.

d. Group IV

Heirs included in Group IV comprise members of the family in the collateral line and other relatives up to the sixth degree. This is as set forth in Articles 858 through 861 of the Civil Code.

The distribution of the decedent's property assets, which changed status to inheritance, will be transferred to the lawful heirs. In this case, the person entitled to be an heir is the decedent's husband, namely the defendant, as Group I under the classification system of heirs as explained above. The decedent's sibling as the plaintiff is not entitled to the property assets that have become inheritance because the decedent's sibling belongs to Group II. With the existence of the decedent's husband as Group I, the other groups are closed from being heirs of the decedent.

Conclusion

There exists a fundamental distinction between the regulation of property ownership as stipulated in the Civil Code and that contained within the Marriage Law. According to the Civil Code, once a marriage is formally concluded, the law presumes that the husband's and wife's property will automatically merge into a single communal estate. In this system, all assets obtained by either spouse before the marriage are no longer treated as individually owned, but rather as part of a joint marital property that both parties share equally. In other words, the Civil Code operates on the principle of property unification, where the moment a marriage takes place, the boundaries between individual assets are effectively dissolved. In contrast, the Marriage Law adopts a different approach. It maintains that property acquired prior to the marriage remains under the exclusive control and ownership of the individual who acquired it. This means that personal assets obtained before marriage are legally recognized as separate property, independent from the collective wealth accumulated during the marriage. The Marriage Law thus emphasizes the protection of individual ownership rights and provides a clearer distinction between personal and marital property.

The termination of a marriage, as regulated under Article 38 of the Marriage Law, inevitably gives rise to various legal implications, particularly concerning the division and status of property acquired during the marital relationship. When a marriage ends through divorce while both spouses are still alive, the joint or marital property must be divided between the parties. However, when the marriage is dissolved due to the death of one spouse, the legal status of the marital property changes it no longer serves as joint property but instead becomes part of the deceased's estate (boedel waris), which is to be distributed to the lawful heirs in accordance with the applicable inheritance laws. This distinction is grounded in Article 37 of the Marriage Law, which stipulates that the division of marital property resulting from divorce must be carried out "according to their respective laws." In practice, this phrase implies that the applicable legal framework depends on the personal legal system governing the parties whether civil law, customary law, or religious law. Furthermore, the interpretation of this provision has been reaffirmed through Supreme Court Letter No. MA/Pem/0807/75 and Supreme Court Decision No. 726 K/Sip/1976, both of which emphasize that older legal provisions remain valid as long as the newer ones have not been fully implemented or are not explicitly regulated. Consequently, for individuals who are subject to the civil law system, the division of marital property upon divorce continues to follow the rules set out in the Civil Code. Under the Civil Code, specifically Article 128, the general principle applied in cases of divorce during the lifetime of the spouses is that marital property should be divided equally between husband and wife. This principle of equal division has also been consistently reinforced through judicial precedent, as evidenced by Supreme Court Jurisprudence No. 424 K/Sip/1959, which confirms that both parties are entitled to an equal share of the communal property accumulated during the marriage.

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