

## **Criminal Liability for Those Who Enter into Contract Marriages with Minors in Indramayu Regency**

**Harits Tirta Rofif\*, Sanusi, Muhamad Noupel**

Universitas Swadaya Gunung Jati, Indonesia

Email: harits.122010136@ugj.ac.id\*, sanusi@ugj.ac.id, mnoupel@ugj.ac.id

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**ABSTRACT**

The practice of contract marriage (mut'ah marriage) involving minors is a socio-legal phenomenon that persists in Indramayu Regency and raises serious problems from a criminal law perspective. This study aims to analyze the factors hindering law enforcement and examine the forms of legal accountability for perpetrators. The method used was normative legal research with a statutory, conceptual, and case-based approach. The results indicate that obstacles to law enforcement are influenced by permissive socio-cultural factors, community economic conditions, low legal awareness, and the practice being conducted behind closed doors and involving family members or intermediaries. Legally, contract marriage lacks legal legitimacy and, if it involves children, is classified as a criminal act of sexual exploitation, punishable by the Child Protection Law, the TPKS Law, and the provisions of the Criminal Code. The perpetrator's criminal liability is based on intent and cannot be waived by reason of the child's consent. Furthermore, participating parties can be held accountable based on the concept of participation. Therefore, firm law enforcement and a preventative approach are needed to provide maximum protection for child victims.

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### **INTRODUCTION**

The practice of contract marriage (mut'ah marriage) is a socio-legal phenomenon that is still found in several regions of Indonesia, including Indramayu Regency, West Java. Contract marriage is basically done through an agreement between a man and a woman to have a relationship like husband and wife for a certain period of time, which is often accompanied by material rewards or other forms of compensation. In the social context of certain communities, this practice is seen as an economic "strategy" or part of the local culture that has been passed down from generation to generation to daughter. However, juridically, the practice of contract marriage is not recognized as a valid form of marriage according to the Indonesian legal system because it does not meet the administrative and substantive requirements of marriage as stipulated in Law Number 1 of 1974 jo. Law Number 16 of 2019 (Muzlifah, 2013).

The problem becomes even more complex when the practice of contract marriage involves minors, namely individuals who have not reached the minimum age of marriage or the age limit of children according to the law. In these circumstances, contract marriage is not only contrary to moral and social norms, but it is also a form of violation of the law that leads to the sexual exploitation of children. Indonesia through the Child Protection Law, the TPKS Law, and the Criminal Code has set strict limits that any act of sexual intercourse, obscenity, or exploitation of children is a criminal offense that can be subject to severe criminal threats. Therefore, the involvement of children in contract marriage makes the practice no longer just an administrative violation or marital norms, but included in the realm of child sexual exploitation (Jevera et al., 2022).

Indramayu is one of the areas that is often associated with the rampant practice of contract marriage, especially due to socio-economic factors of the community which mostly depends on the informal sector and has a high level of vulnerability to exploitative practices. In several villages, including Beduyut Village, this practice arises due to a combination of cultural factors, lack of education, structural poverty, and weak supervision from village officials and officials. These conditions create a situation that allows for the existence of certain actors, such as intermediaries or brokers, who facilitate a contract marital relationship between adult men and minors.

Several previous studies have examined contract marriage and child marriage from various perspectives, but have not specifically analyzed the criminal liability of perpetrators of contract marriage with minors in Indramayu Regency with an integrated normative approach. Ningrum, Amalia, & Mulyana (2025) highlighted the phenomenon of contract marriage in the Puncak area from the perspective of human rights and the prevention of human trafficking, while Rismara (2025) proposed a legal reformulation to make contract marriage a crime of human trafficking. Putra Rozi (2025) analyzes punishment from the perspective of Islamic law and concludes the invalidity of *nikah mut'ah* in the Shafi'i madhhab, while Baharudin (2026) focuses on the criminal responsibility of children as perpetrators, not adult perpetrators. Aulia et al. (2025) and Safitri et al. (2026) emphasize the aspects of legality and morality in the perspective of Islamic law and marriage law without delving into the qualifications of contract marriage with children as a criminal act of sexual exploitation. Thus, there is still a research gap in the form of the absence of a study that specifically analyzes the factors that hinder law enforcement in Indramayu and compiles an integrated criminal liability construction for perpetrators, intermediaries, and families based on the Child Protection Law, the TPKS Law, and the Criminal Code simultaneously.

In addition, the practice of contract marriage is often carried out covertly, making it difficult for law enforcement. Many cases go unreported due to social pressure, embarrassment, or economic benefits felt by the child's family. As a result, children who become victims often do not receive adequate protection, both legally and psychologically, resulting in long-term impacts on their physical and mental development. This situation reinforces the urgency of juridical analysis of how criminal liability should be imposed on perpetrators, as well as how legal instruments can be applied effectively to provide maximum protection for children (Rismara, 2025).

In addition, case data collected through local media reports, records of NGOs observing women and children's issues, and documentation of law enforcement officials show that the practice of contract marriage in Indramayu is not just a sporadic issue, but a recurring pattern. Some reports mention the involvement of girls aged 14–17 who are used as "temporary partners" for adult males, both local and immigrant. A number of cases also reveal the role of intermediaries or brokers who regulate where they live, the duration of the relationship, and the amount of compensation received by the family. Although not all cases go to court, the data shows the reality that the practice of contract marriage has placed children as objects of systematic transactions and exploitation. These facts underscore the need for an in-depth legal study to analyze how the state through criminal law instruments provides maximum protection and ensures strict criminal accountability for all parties involved.

Thus, the analysis of the practice of contract marriage involving children in Indramayu is not only important from the criminal law aspect, but also from the perspective of social, moral, and public policy. It is important to assess how existing legal norms can be applied effectively, as well as how juridical approaches can be used to formulate firm criminal accountability as part of efforts to prevent and eradicate child sexual exploitation.

Based on Law Number 16 of 2019 concerning Amendments to Law Number 1 of 1974 concerning Marriage, the minimum age limit for marriage is 19 years. The involvement of children in contract marriage not only violates the provisions of marriage, but also has the potential to violate Law Number 35 of 2014 concerning Amendments to Law Number 23 of 2002 concerning Child Protection. In the context of criminal law, any person who placed, permitted, committed, ordered to do, or participated in committing violence or threats of violence, coercion, deceit, committing a series of lies, or persuading a child to have intercourse with him, can be charged with criminal sanctions.

The existence of Beduyut Village, Bangodua District, as the location of the case study shows that this practice requires an in-depth juridical analysis to examine the application of legal norms and forms of criminal liability that must be imposed on the perpetrators (including those who facilitate). Therefore, this research is important to produce new legal findings (legal analysis and argumentation) regarding the construction of criminal liability in the case, in accordance with the demands of normative research based on legal documents in KITAM.

The formulation of the problem in this study is focused on two main things, namely what are the factors that cause the practice of contract marriage, and what forms of legal accountability for contract marriage perpetrators involving minors. This research aims to find out and analyze the factors that cause the inhibition of law enforcement against the practice of contract marriage involving children, as well as to examine and analyze the form of legal accountability for contract marriage perpetrators involving minors based on the prevailing laws and regulations in Indonesia.

Theoretically, this research is expected to contribute to the development of science in the field of law, especially related to child protection, law enforcement against the practice of contract marriage, and legal accountability for perpetrators of criminal acts involving minors. Practically, this research is expected to provide benefits for various parties. For the government and law enforcement officials, this research can be an input in increasing the effectiveness of law enforcement and formulating stricter policies in preventing and cracking down on the practice of contract marriage against children. For the community, this research is expected to increase awareness about the dangers of contract marriage for children and the importance of protecting children's rights in accordance with applicable legal provisions. In addition, for academics and future researchers, this research can be a reference and study material for further research that discusses the issues of contract marriage, child marriage, and child legal protection. Finally, for child protection institutions, this research is expected to be a consideration in providing assistance to victims and supporting efforts to prevent the practice of contract marriage involving minors.

## **METHOD**

### **Types of Research**

This research used a normative (doctrinal) legal research method, which is research that focuses on the study of legal norms, legal principles, doctrines, and court decisions to examine legal issues conceptually and systematically. This method was chosen because all research data is sourced from legal documents that are analyzed through legal interpretation and argumentation to produce legal findings related to the criminal liability of perpetrators of contract marriage with children.

### **Research Approach**

This research uses several types of approaches, namely:

#### **a. Statute Approach**

Used to examine the structure, hierarchy, and consistency of norms in:

- 1) Child Protection Law,
- 2) Marriage Law,
- 3) Criminal Code,
- 4) Sexual Violence Crime Law (TPKS Law),
- 5) and local regulations related to child protection in Indramayu (if any).

#### **b. Pendekatan Konseptual (Conceptual Approach)**

Used to analyze relevant legal principles and doctrines, such as:

- 1) the basics of child protection,
- 2) *asas lex specialis derogat legi generali*,
- 3) *doctrin concursus idealis*,
- 4) The concept of criminal responsibility and child sexual exploitation.

#### **c. Case Approach**

It is conducted through a study of court decisions related to:

- 1) Sexual Assault on a Child,
- 2) child marriage,
- 3) or the practice of contract marriage.

This approach is used to see the application of norms in concrete cases as well as compare the patterns of judges' legal considerations.

### **Source of Legal Materials**

The source of the research data consists of secondary data, which is classified as follows:

#### **a. Primary Legal Materials**

- 1) Child Protection Law
- 2) Marriage Law
- 3) Criminal Code (KUHP)
- 4) TPKS Law
- 5) Court decisions related to child marriage or sexual intercourse with children
- 6) Local regulations on child protection (if applicable)

#### **b. Secondary Legal Materials**

- 1) Academic books and literature
- 2) Scientific journals and research articles
- 3) Legal expert opinions on child sexual exploitation, child marriage, and criminal liability

### **c. Tertiary Legal Materials**

- 1) Legal dictionary
- 2) Ensiklopedia
- 3) Legal indexes and other supporting sources that explain relevant legal terms

### **Legal Material Analysis**

The analysis was carried out using qualitative-normative analysis, namely the systematic processing of legal materials through:

#### **a. Legal interpretation, including:**

- 1) grammatical interpretation,
- 2) systematic interpretation,
- 3) sociological interpretation to understand the meaning of norms in the context of the practice of contract marriage with children.

#### **b. Deductive reasoning, which is drawing conclusions from general norms towards application to special cases.**

#### **c. Comparative legal analysis, through:**

- 1) analysis of norms governing contract marriage and child protection,
- 2) Interpretation of articles related to child sexual intercourse, exploitation, and child marriage,
- 3) decision studies (extraction of facts, ratio decidendi, and judge's consideration pattern),
- 4) Preparation of legal construction and arguments regarding the appropriate form of criminal responsibility for perpetrators of contract marriage with children.

Through this analysis process, the research produces legal findings in the form of legal constructions that can be used as a basis for more effective law enforcement for cases of contract marriage with children in Indramayu.

## **RESULTS AND DISCUSSION**

### **1) Factors that cause the inhibition of law enforcement against contract marriage**

The factors that cause the inhibition of law enforcement against the practice of contract marriage, especially those involving children in Indramayu Regency, cannot be understood simply as a weakness of law enforcement officials alone. This problem is multidimensional because it is influenced by social, cultural, economic, structural, and normative factors in the legal system itself. Thus, an analysis of law enforcement obstacles must be carried out comprehensively in order to describe the reality that occurs while providing a strong legal argumentation basis.

#### **1. Social and Cultural Factors of the Community**

One of the main factors that hinder law enforcement is the social legitimacy of the practice of contract marriage. In some communities in Indramayu, this practice is not always seen as a violation of the law, but rather as a "way of life" or a family economic strategy. In fact, in certain contexts, the practice is considered something "commonplace" because it has been going on for generations (Safitri et al., 2026).

This permissive culture causes people to not have adequate legal awareness. People tend not to see contract marriage as a form of child sexual exploitation, but rather as a relationship based on agreement. In fact, from a criminal law perspective, the child's consent does not have legal force because the child does not yet have the capacity to give legal consent.

As a result, the practice of contract marriage is often not reported to law enforcement officials. In fact, in some cases, the community actually protects the perpetrator because it is considered to provide "economic benefits" for the victim's family. This creates what is called the "dark number of crimes", which is crimes that go unrecorded because they are not reported.

## **2. Economic Factors and Structural Poverty**

Poverty is the dominant factor that encourages and hinders law enforcement against contract marriage. Many families in weak economic conditions see contract marriage as an instant solution to earn income. Girls are positioned as economic assets that can "make money" through the practice. This creates a conflict between economic interests and compliance with the law. When families benefit financially, they are less likely to report the practice, and instead facilitate it. In this context, the family no longer functions as a protector of the child, but as a party that participates in exploitation (Hamzah, 2024).

Furthermore, poverty also has an impact on low access to education. The lack of education causes people to not understand the legal consequences and psychological impact of the practice of contract marriage. This reinforces the cycle of repeated exploitation. As explained in the previous study, economic and educational factors are the main roots of the practice of early marriage and child exploitation in Indramayu. Thus, law enforcement becomes difficult to carry out because the practice has been integrated into the socio-economic structure of society.

## **3. Practices Carried Out in Closed and Covert Manner**

Contract marriage is generally done informally without official registration. There are no legal documents that can be used as a basis for tracing the relationship. This is different from a legal marriage that has administrative evidence. Because it is carried out behind closed doors, this practice is difficult for law enforcement officials to detect. In fact, in many cases, the relationship is disguised as a "casual marriage" or a "family relationship". This condition poses difficulties in the investigation and investigation stage, because the authorities must prove the existence of elements of exploitation, transactions, and involvement of children. Without strong evidence, the legal process cannot proceed (Ajjahidi & Rahmadhani, 2022).

## **4. Normative Barriers and Legal Interpretation**

Normatively, contract marriage is not recognized in Indonesian law. However, in practice, there are interpretation gaps that can be exploited by the perpetrator. For example, the perpetrator may argue that the relationship is a "serial marriage" or that it was done on a consensual basis. In fact, as emphasized in the theory of criminal responsibility, the consent of the child does not erase the fault of the perpetrator. The child does not have the legal capacity to give consent to sexual intercourse. However, this difference of understanding can raise doubts in law enforcement, especially if the authorities do not have a strong child protection perspective.

### **2) Legal liability for contract marriage perpetrators involving children brought of age**

#### **a. The Construction of Legal Liability in Contracts Involving Minors**

Legal liability in contracts involving minors must be analyzed based on normative provisions in the Civil Code as well as laws and regulations related to child protection. In Article 1320 of the Civil Code, it is emphasized that one of the legal conditions of the agreement is the competence of the parties. This provision is emphasized by Article 1330 of the Civil Code which explicitly states that minors are included in the parties who are incapable

of making agreements. Meanwhile, Article 330 of the Civil Code provides a limit that a person is considered an immature if he is not yet 21 years old and unmarried. Thus, every contract involving a child basically contains a legal defect in terms of proficiency. However, such defects do not necessarily cause the agreement to be null and void, but rather fall into the category of "revocable" as understood from the civil law doctrine regarding subjective terms. This provides a space for protection for children so that they are not permanently bound to the agreement they make (Ningrum et al., 2025).

In the context of liability, the adult contracting with the child bears the primary legal responsibility. This can be related to Article 1365 of the Civil Code which regulates unlawful acts, namely every act that violates the law and causes harm to others requires the perpetrator to compensate for the damage. If the adult knows or should have known that the contracting party is a minor, but continues the agreement without the involvement of a guardian, then the act can qualify as an unlawful act. In addition, Article 1338 paragraph (3) of the Civil Code emphasizes that the agreement must be implemented in good faith. This provision means that the stronger party must not take advantage of the weaknesses of other parties, including children. If the adult deliberately uses the child's ignorance to gain profit, it is a violation of the principle of good faith and can give rise to legal liability.

On the other hand, the responsibility of parents or guardians is regulated in Article 47 of Law Number 35 of 2014 concerning Child Protection, which states that parents are obliged to protect, nurture, and supervise children. In addition, Article 1367 of the Civil Code also states that a person is responsible for losses caused by people under his or her dependents. In this context, if the child makes an agreement that harms the other party due to negligence in supervision, then the parents can be held accountable. As for the child himself, the law does not impose full responsibility because of his limited ability. This is in line with the principles of child protection as reflected in Article 2 of the Child Protection Law, which emphasizes the best interests of children as the main consideration in every legal action (Rahman et al., 2024).

#### **b. Forms of Conflict of Contract with Legal Provisions**

Contracts involving minors contain various forms of conflict with the provisions of applicable law. The first conflict is related to the legal conditions of the agreement as stipulated in Article 1320 of the Civil Code, especially the element of competence. When this element is not met, the agreement becomes legally defective and can be cancelled. This is strengthened by Article 1330 of the Civil Code which expressly states that minors are incapable of making agreements. The second conflict is related to halal causes as stipulated in Article 1337 of the Civil Code. This article states that a cause is prohibited if it is contrary to law, morality, or public order. If a contract involving a child contains elements of exploitation or harm to the child, then the contract is contrary to this provision and may be declared invalid.

Furthermore, the contract can also be contrary to the principles of child protection as stipulated in Law Number 35 of 2014. Article 76I of the Child Protection Law expressly prohibits everyone from committing economic exploitation of children. If the contract is made puts the child in a position of exploitation, then it is not only contrary to civil law, but can also be subject to criminal sanctions as stipulated in Article 88 of the Child Protection Law. In the context of employment, Law Number 13 of 2003 concerning Manpower (as amended) also provides restrictions on the involvement of children in work. Article 68 states that employers are prohibited from employing children. Although there are exceptions in Article 69, it must

meet certain conditions such as parental permission and not interfere with the child's development. If the employment contract with the child does not meet these conditions, then the contract is against the law. Another contradiction arises in the aspect of legal representation (Zahro, 2024).

In civil law, children must be represented by parents or guardians in carrying out legal actions. This provision is a consequence of the child's incompetence as stipulated in Article 1330 of the Civil Code. If a contract is made without a legal representation, then it does not have perfect legal force. In addition, the principle of good faith in Article 1338 paragraph (3) of the Civil Code is also an important benchmark. Contracts made by taking advantage of the child's weaknesses are clearly contrary to this principle. Therefore, the law not only assesses the formal aspects of the contract, but also pays attention to the moral and justice aspects. Thus, contracts involving children can conflict with various legal provisions at once, both those sourced from the Civil Code, the Child Protection Law, and other sectoral regulations. This shows the complexity of the laws governing the protection of children in the context of treaties.

### **c. Legal Consequences and Implications of Liability for Contracts Involving Children**

The legal consequences of contracts involving minors can be traced from the provisions of the Civil Code and related laws. Because the contract does not meet the proficiency requirements as stipulated in Article 1320 of the Civil Code, the contract is included in the category of an agreement that can be canceled. This means that the contract remains valid as long as it has not been canceled by the rightful party, namely the child or guardian. This cancellation has legal consequences in the form of a return to the original state. Although the Civil Code does not explicitly mention the term *restitutio in integrum*, this principle can be derived from the consequences of the cancellation of the agreement, where the parties must return what has been received. This is a form of restoring the situation so that no party is unfairly harmed. In addition to cancellation, Article 1365 of the Civil Code provides a basis for claiming compensation if the contract causes losses. If the adult is proven to have committed a mistake or negligence, then he is obliged to compensate the loss experienced by the child (Hamzani et al., 2020).

In this case, the elements of unlawful acts must be met, namely the existence of unlawful acts, losses, causal relationships, and mistakes. In a more serious context, if the contract contains elements of exploitation, the perpetrator can be subject to criminal sanctions under the Child Protection Law. Article 88 of Law No. 35 of 2014 states that anyone who exploits children economically can be punished with imprisonment and/or a fine. This shows that the protection of children is not only civil, but also has a criminal dimension. Furthermore, the responsibility of parents or guardians can also arise based on Article 1367 of the Civil Code if the child causes losses to other parties. In this case, the parent is responsible for the actions of the child under his supervision. Another legal implication is the obligation for the parties to ensure that legal requirements are met before entering into a contract. In modern practice, especially in digital transactions, this is a challenge because of the difficulty of verifying age. Therefore, stricter mechanisms are needed to prevent contracts involving unsupervised children. Overall, the legal consequences of a contract involving a child reflect legal efforts to protect the weak while maintaining legal certainty. With these provisions, it is hoped that there will be no abuse of circumstances that are detrimental to children, and a balance will be created in the contractual relationship (Baharudin, 2026).

## CONCLUSION

Contract marriage involving minors in Indramayu has no legal legitimacy under Indonesian law failing to meet the requirements of the Marriage Law and constituting child sexual exploitation under both the Child Protection Law and the Sexual Violence Crime Law. Law enforcement remains severely hampered by a complex web of obstacles: a permissive social and cultural attitude that normalises the practice, entrenched structural poverty that positions girls as economic assets, the covert and informal nature of the arrangements, and gaps in legal interpretation that perpetrators exploit. From a criminal law standpoint, perpetrators including intermediaries and facilitating family members bear full responsibility under the doctrine of *deelneming* (participation), as a child's apparent consent carries no legal force. The state's obligation extends beyond prosecution to encompass victim rehabilitation and preventive action to break the cycle of exploitation. For future research, scholars should explore the effectiveness of community-based intervention programmes such as legal literacy campaigns and economic empowerment initiatives targeting families in high-risk areas like Indramayu in reducing the incidence of contract marriage involving children, as the current literature focuses heavily on legal analysis but offers limited empirical evidence on what prevention strategies actually work on the ground.

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