

Keabsahan Akad Nikah Online Menurut Fiqh Munakahat dan Peraturan Perundang-Undangan di Indonesia

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Abstract

This study aims to analyze the validity of online marriage contracts from the perspective of fiqh munakahat and their conformity with the legal regulations in Indonesia. The main focus of this research is to explore how classical and contemporary Islamic scholars interpret the principles of ittihad al-majlis, the validity of long-distance ijab-qabul, and the essential requirements of marriage in a digital context, as well as to examine the extent to which Indonesian positive law accommodates or restricts the practice of online marital contracts. The research employs a library-based method with a descriptive-analytical approach. Data were collected from classical and contemporary fiqh literature, scientific journals published within the last five years, fatwas from religious institutions, and official legal sources such as Law No. 1 of 1974 on Marriage, the Compilation of Islamic Law (KHI), and technical regulations issued by the Ministry of Religious Affairs. Data analysis was conducted through data reduction, classification, comparison between scholarly opinions and legal provisions, and systematic conclusion drawing. The findings indicate that online marriage contracts can be considered valid according to Islamic jurisprudence as long as all essential pillars and conditions of marriage are fulfilled, including the ijab-qabul delivered in a single virtual session, the presence of a guardian, two witnesses, and clear identity verification of the bride and groom. However, according to Indonesian legal regulations, online marriage ceremonies are not explicitly recognized, and legal marital status still requires physical presence at the Office of Religious Affairs (KUA) for official registration. Thus, online marriage contracts may be religiously valid but do not possess legal force under state law without formal registration procedures.

Keywords

keyword 1; Online Marriage Ceremony 2; Fiqh of Marriage 3; Positive Law 4; Marriage Registration



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INTRODUCTION

Marriage is a fundamental institution in human life that has both religious and legal dimensions. In Islam, marriage is understood as a sacred contract that constitutes

an act of worship, aimed at establishing a family characterized by *sakinah*, *mawaddah*, and *rahmah*. The validity of a marriage is largely determined by the fulfillment of the pillars and conditions of marriage as stipulated in *fiqh munakahat*, particularly the performance of the marriage contract, which includes the exchange of consent (*ijab* and *kabul*) between the guardian and the groom. Therefore, the marriage contract plays a central role in determining whether a marriage is valid or not according to Islamic law (Hamdani et al., 2023).

Advances in information and communication technology have brought about significant changes in various aspects of life, including the practice of marriage ceremonies. One emerging phenomenon is the conduct of marriage ceremonies online via digital communication platforms. This practice is carried out for various reasons, such as geographical distance, time constraints, or specific circumstances that prevent the parties from being physically present in the same location. Nevertheless, the conduct of online marriage ceremonies has sparked debate among Islamic scholars and legal academics regarding their validity under *fiqh munakahat*, particularly concerning the concept of a single assembly, the clarity of the *ijab kabul* wording, and the role of witnesses. On the other hand, the validity of a marriage contract is assessed not only from the perspective of Islamic law but also from the standpoint of positive law in Indonesia. Law No. 1 of 1974 on Marriage and the Compilation of Islamic Law stipulate that a marriage must be conducted in accordance with religious law and registered by the state to be legally binding. However, to date, there are no regulations in Indonesian legislation that explicitly govern the conduct of online marriage ceremonies, resulting in legal uncertainty regarding their implementation (Amalia, 2017)

Marriage is a legal institution that holds an important position in Islamic teachings and the national legal system. From an Islamic perspective, marriage is understood as a binding contract between a man and a woman to establish a harmonious household that serves as an act of worship. The validity of a marriage in *fiqh munakahat* is determined by the fulfillment of the pillars and conditions of marriage, particularly the marriage contract, which includes the *ijab* and *kabul* between the guardian and the groom, conducted in a valid and clear manner. Therefore, the marriage contract is the primary element that determines whether a marriage is valid or not under Islamic law (Dan et al., 2024).

The rapid advancement of digital technology has influenced various aspects of social and legal life, including marriage practices. One such change is the emergence of online marriage ceremonies conducted via electronic communication media. Online

marriage ceremonies are generally conducted due to geographical distance, time constraints, or specific circumstances that prevent the ceremony from taking place in person. However, this practice has sparked debate regarding its validity, particularly when viewed from the perspective of fiqh munakahat, which emphasizes the importance of the parties' physical presence at the same ceremony.

In the study of fiqh munakahat, there are differing views among scholars regarding marriage contracts conducted online. Some scholars argue that online marriage contracts can be considered valid as long as the essential elements and conditions of marriage are met, such as the clarity of the words of *ijab* and *kabul*, the simultaneity of the contract, and the presence of witnesses who can observe the contract process. Conversely, other scholars argue that online marriage contracts do not fully satisfy the requirement of a single assembly and have the potential to create legal uncertainty. These differing viewpoints highlight the need for an in-depth study of the concept of the marriage contract in the context of modern technological developments.

In addition to the fiqh aspect, the validity of online marriage contracts must also be examined from the perspective of Indonesian laws and regulations. Law No. 1 of 1974 on Marriage and the Compilation of Islamic Law stipulate that a marriage must be conducted in accordance with religious law and registered with the state in order to be legally binding. However, to date, there are no regulations that specifically govern the conduct of online marriage ceremonies, resulting in a legal vacuum and the potential for legal issues in practice.

The marriage contract has not only a spiritual dimension but also far-reaching legal consequences, both regarding the status of husband and wife and the rights and obligations arising from that bond. Therefore, fiqh munakahat (Islamic marriage law) considers the marriage contract to be an essential element that determines the validity of a marriage.

The rapid advancement of information technology has introduced new patterns of social interaction, including in the conduct of marriage ceremonies. Marriage ceremonies conducted online via electronic communication media have become a contemporary phenomenon inextricably linked to the realities of globalization and digitalization. This practice is considered a practical solution under certain circumstances, such as geographical limitations or emergency situations. However, the use of online media in conducting marriage ceremonies raises complex legal issues, particularly regarding the fulfillment of the essential elements and requirements of marriage according to fiqh munakahat (Ahmad Rizkhan Nurullah et al., 2024).

In fiqh scholarship, online marriage contracts have sparked differing opinions among scholars. Some view that the validity of the contract can be determined by the fulfillment of its essential elements namely, the clarity of the proposal and acceptance, as well as valid witnesses even if conducted via online platforms. Conversely, another view holds that online marriage contracts do not yet fully meet Sharia requirements, particularly regarding the concept of a single gathering and the potential for uncertainty in verifying the parties' identities. These differing perspectives highlight the challenges involved in adapting Islamic law to technological advancements.

Given these circumstances, it is important to conduct a study on the validity of online marriage contracts according to fiqh munakahat and Indonesian laws and regulations. This study aims to analyze and compare fiqh perspectives and provisions of positive law regarding online marriage contracts, with the hope that it will contribute academically and serve as a reference for the development of marriage law in the digital age.

Advances in information technology over the past two decades have brought significant changes to various aspects of life, including family law and marriage practices. Globally, the use of digital media for religious and administrative activities has increased rapidly, especially following the COVID-19 pandemic, which forced many countries to implement online systems for religious affairs, education, and civil registration. In Indonesia, internet usage has reached more than 210 million users, indicating that digital interactions including marriage ceremonies are no longer a novelty for the public (Suci et al., 2025).

Along with this phenomenon, the practice of conducting online marriage ceremonies via video conferencing apps such as Zoom, Google Meet, and WhatsApp has emerged. This has sparked a new discourse in the study of fiqh munakahat, particularly regarding the validity of the pillars and conditions of marriage, such as *ijab-qabul*, the presence of a guardian and witnesses, and the certainty of the identities of the bride and groom. Furthermore, Indonesian laws and regulations particularly Law No. 1 of 1974 on Marriage and its implementing regulations require that marriages be registered in a manner that is administratively valid, so the physical presence of the relevant parties is often considered essential (Hamdani et al., 2023).

Several previous studies have attempted to address this issue, such as the study by Nazwa et al. (2026). The results of the study indicate that classical scholars require the physical presence of all participants as a fundamental condition. However, contemporary scholars particularly the *Majma' al-Fiqh al-Islami* permit the use of technology under certain conditions. In the context of Indonesian law, online marriage

raises questions regarding legal certainty and registration requirements. On the other hand, from the perspective of Indonesian positive law, Haj & Hamidah, (2025) also noted in their research that marriage registration requires physical presence as a form of data verification, even though the marriage contract is already valid under Islamic jurisprudence (fiqh).

On the other hand, there is a view among scholars that requires ittihad al-majlis (unity of the assembly), meaning the physical presence of the parties in the same location. This perspective raises its own issues regarding the validity of marriage contracts conducted via online communication platforms, since the parties are not physically present in the same location. Meanwhile, from the perspective of Indonesian positive law, the validity of a marriage is not only related to the fulfillment of religious requirements but also to the obligation to register the marriage. This registration serves an important function in verifying identity and legal status, as well as providing legal certainty and protection for the parties involved. Thus, even if a marriage contract is deemed valid under Islamic jurisprudence, its execution must still be examined from the perspective of positive law, particularly regarding the mechanisms for marriage registration and proof of marriage.

Given that there are still differing opinions in both fiqh scholarship and state regulations, it is important to examine the validity of online marriage contracts more comprehensively. This topic was chosen because the phenomenon of online marriage contracts continues to grow, yet public understanding of their validity both under Sharia law and state law remains varied. Furthermore, this study is expected to provide a clear understanding, serve as a scientific reference, and contribute to the development of Islamic family law in the digital age.

METHODS

This study employs a normative legal research methodology with a qualitative approach. Normative legal research was chosen because the study focuses on examining and analyzing the legal norms governing the validity of online marriage contracts, based on both fiqh munakahat and the laws and regulations in force in Indonesia. The study is not intended to empirically test the practice of online marriage contracts but rather to examine the legal framework and normative arguments regarding the validity of conducting marriage contracts via digital communication media (Abdussamad, 2021).

The research approaches employed include the conceptual approach, the statutory approach, and the fiqh approach. The conceptual approach is used to examine the concept of the marriage contract, the essential elements and conditions of

marriage, *ijab qabul*, *ittihad al-majlis*, and the presence of the parties, the guardian, and witnesses from the perspective of Islamic law. The statutory approach is used to analyze provisions of Indonesian positive law related to the validity and registration of marriages. Meanwhile, the *fiqh* approach is used to compare and analyze the views of Islamic scholars regarding the performance of marriage contracts via long-distance or online communication. The use of the conceptual and statutory approaches is relevant to the nature of research on long-distance and online marriages, which is growing within the field of Islamic family law studies.

The legal sources in this study consist of primary, secondary, and tertiary sources. Primary legal sources include the Qur'an, *hadith*, and books on *fiqh munakahat* that discuss the pillars and conditions of marriage as well as the provisions regarding *ijab qabul*, Law No. 1 of 1974 on Marriage, as amended by Law No. 16 of 2019, the Compilation of Islamic Law (KHI), and other laws and regulations relevant to the conduct and registration of marriages in Indonesia. In addition, relevant religious opinions or rulings regarding marriage contracts conducted via electronic media are used as supporting legal materials in analyzing developments in contemporary Islamic law.

Secondary legal sources include books on Islamic law, books on marriage law, scientific journal articles, previous research findings, expert opinions, and scholarly works discussing marriage contracts, *ittihad al-majlis*, online marriage, Islamic family law, and developments in marriage law in the digital age. Tertiary legal materials include legal dictionaries, encyclopedias, and other reference sources used to aid in understanding terms and concepts related to the research subject.

The method of collecting legal materials was conducted through library research by identifying, cataloging, reading, recording, classifying, and analyzing legal materials relevant to the research problem. The collected legal materials are then classified by theme, namely: (1) the concept and pillars of the marriage contract in *fiqh munakahat*; (2) the concept of *ittihad al-majlis* in the performance of *ijab qabul*; (3) the characteristics and mechanisms of online marriage contracts; (4) provisions regarding the validity of marriage under Indonesian positive law; and (5) provisions regarding marriage registration and its legal consequences.

The analysis of the legal materials was conducted using descriptive-analytical and comparative methods. Descriptive analysis was used to outline the provisions of *fiqh munakahat* and the laws and regulations regarding marriage contracts and marriage. Furthermore, comparative analysis was used to compare the views of *fiqh* with the provisions of Indonesian positive law regarding the validity of marriage

contracts conducted via online communication media. The analysis focuses on the fulfillment of the pillars and conditions of marriage, the continuity of the *ijab qabul*, the unity of the assembly (*ittihad al-majlis*), the clarity of the parties' identities, the presence and status of the guardian and witnesses, as well as aspects of marriage registration.

The analysis was conducted deductively, beginning with general legal provisions and concepts and then applying them to analyze the specific issue of the validity of online marriage contracts. Next, a legal interpretation is conducted to identify similarities, differences, and points of contention between the provisions of *fiqh munakahat* and Indonesian laws and regulations. Using this method, the study is expected to produce a systematic legal argument regarding the status and validity of online marriage contracts from the perspectives of Islamic law and national law.

FINDINGS AND DISCUSSION

Concepts and Characteristics of Online Marriage Contracts from the Perspective of Fiqh Munakahat

Advances in information technology have brought about changes in various aspects of society, including the conduct of civil legal relationships. One such development is the use of electronic media in the performance of marriage ceremonies. Marriage ceremonies, which were previously generally conducted by bringing together the prospective husband, the guardian, witnesses, and other relevant parties in one place, can now, under certain conditions, be performed using electronic communication tools. This phenomenon has raised legal questions regarding the status and validity of marriage ceremonies conducted online (A'yun & Hidayatullah, 2023).

From the perspective of *fiqh munakahat* (Islamic marriage law), marriage is a contract of the utmost importance. A marriage contract is not merely an ordinary civil agreement, but rather a *mitsaqan ghalizan* a strong covenant that gives rise to legal, social, and religious consequences for the parties involved. Therefore, the performance of a marriage contract requires the fulfillment of certain conditions related to the contracting parties, the guardian, the witnesses, as well as the *ijab* and *kabul* (Akad et al., 2024).

An online marriage contract is essentially the performance of the *ijab* and *kabul* using communication technology that allows the parties to interact directly even though they are in different locations. The medium used may be a video conference or other audiovisual communication applications. The main characteristic of such a

contract is the physical separation of some or all of the parties involved in the contract, while communication takes place electronically at the same time.

This issue is significant because Islamic law includes the concept of *ittihad al-majlis* the unity of the assembly during the exchange of the *ijab* and *kabul*. This concept serves as a key criterion in determining the validity of the contract. However, the interpretation of *ittihad al-majlis* is not always consistent across all schools of Islamic jurisprudence. These differing interpretations have led to debate over whether the unity of the assembly should be understood as physical unity of place or whether it can be interpreted as unity of time and continuity of communication (Akmal & Asti, 2021).

In the context of online marriage ceremonies, a substantive interpretation is essential. If the essence of *ittihad al-majlis* is to ensure that the *ijab* and *kabul* take place in a single, uninterrupted sequence, then electronic communication media can be considered a means of fulfilling that objective. The parties can hear and see one another at relatively the same time, allowing the *ijab* and *kabul* to take place in real time.

However, this approach does not mean that every marriage contract conducted via the internet is automatically valid. Electronic media are merely tools or means for carrying out the contract. Validity still depends on the fulfillment of the essential elements and conditions of marriage. In other words, a change in the medium through which the contract is conducted does not alter the substance of the requirements that must be met (Amalia et al., 2024).

Identity verification is a critical issue. In a conventional marriage ceremony, the physical presence of the parties provides a relatively high degree of certainty regarding their identities. In contrast, electronic communication carries the risk of fake identities, image manipulation, network disruptions, or alterations in voice and video quality. Therefore, online marriage ceremonies require stricter verification mechanisms than those conducted in person.

Another aspect that must be considered is the continuity of the *ijab* and *kabul*. The *ijab* and *kabul* must demonstrate a direct connection between the expression of intent by the guardian or their representative and the acceptance by the prospective husband or his representative. If a network disruption causes the communication to be interrupted and the ceremony is then resumed after an indeterminate pause, the question arises as to whether the continuity of the ceremony can still be considered fulfilled.

Thus, the characteristics of online marriage contracts reveal two interests that must be balanced. On the one hand, Islamic law must be able to respond to technological

developments and the needs of society. On the other hand, such flexibility must not undermine the principle of prudence in marriage contracts. A marriage contract carries immense consequences; therefore, certainty regarding the parties entering into the contract, the guardian, the witnesses, the *ijab* (proposal), the *kabul* (acceptance), and the integrity of the process must remain the primary concern (Dihri et al., 2025).

From the perspective of *fiqh munakahat* (marriage jurisprudence), it can be understood that the issue of online marriage contracts does not lie solely in the use of technology, but in the technology's ability to ensure that the objectives and requirements of the contract are fulfilled. If technology serves merely as a medium for conveying the "*ijab*" and "*kabul*" without compromising certainty regarding the parties involved, then there is a line of reasoning that supports the validity of the contract. Conversely, if technology raises doubts regarding identity, the continuity of the contract, or the presence of witnesses, then such doubts may affect the validity of the contract.

This approach is consistent with the principle that a contract must be based on the certainty of the parties' intent. In marriage, this intent must be clearly proven because the legal consequences it entails relate not only to the husband and wife but also to lineage, inheritance, spousal support, guardianship, and the legal status of children (Hendri et al., 2023).

Thus, the results of the analysis indicate that online marriage contracts can be the subject of *fiqh* study, allowing for conditional validity rather than unlimited validity. These requirements must include certainty of identity, the presence of a guardian, two witnesses, a clear exchange of consent (*ijab* and *kabul*), the continuity of the contract process, and the absence of any element of fraud or manipulation.

Elements and Conditions of an Online Marriage Contract and the Issue of *Ittihad al-Majlis*

An analysis of the validity of online marriage contracts cannot be separated from the essential elements and conditions of marriage. In Islamic marriage law, the essential elements are the components that must be present in a marriage contract. The Compilation of Islamic Law (KHI) also identifies the prospective husband, the prospective wife, the marriage guardian, two witnesses, as well as the *ijab* and *kabul* as the essential elements of marriage. The KHI itself was promulgated through Presidential Instruction No. 1 of 1991 and serves as one of the guidelines for resolving Islamic legal cases in Indonesia (Islami, 2017).

The first essential element is the prospective husband. In an online marriage contract, the identity of the prospective husband must be verified. This verification is

crucial because a marriage contract is a personal matter and cannot be conducted based on uncertainty regarding the person accepting the proposal. If the contract is conducted via video conference, the prospective husband must be recognizable to the guardian and the witnesses.

The second essential element is the prospective bride. Although the prospective bride does not always utter her acceptance directly, her identity and status must still be verified. This relates to the object of the marriage contract, namely the woman to be married by the prospective groom. Verification of the prospective bride's identity is also related to other requirements, such as marital status, mahram relationships, and the absence of any impediments to marriage.

The third pillar is the marriage guardian. In Islamic marriage, the guardian plays a crucial role in the performance of the marriage contract. The guardian may perform the *ijab* directly or through a representative in accordance with applicable regulations. In an online context, the issue that must be verified is not only whether the guardian is present via electronic media, but also whether that person is indeed a legitimate guardian with the authority to perform the *ijab* (Lathifah, 2015).

The next essential element is the presence of two witnesses. The presence of witnesses serves to ensure that the marriage contract actually takes place. Therefore, witnesses must not only be formally present but must also be able to hear and understand the process of the proposal and acceptance. The issue becomes more complex if witnesses only receive video or audio recordings. A recording is not equivalent to being physically present during the marriage contract, as witnesses must be aware of the proceedings as they unfold in real time.

The latest regulations regarding marriage registration highlight the importance of these witnesses. Ministerial Regulation No. 30 of 2024 stipulates that the marriage ceremony must be attended by two witnesses and sets forth specific requirements for them.

The elements most relevant to online proceedings are the *ijab* and the *kabul*. The *ijab* is a declaration made by the guardian or his representative, while the *kabul* is the acceptance by the prospective husband or his representative. Ministerial Regulation No. 30 of 2024 also specifies that the *ijab* must be performed by the marriage guardian or his representative, and the *kabul* by the prospective husband or his representative.

From this, it is evident that positive law allows for mechanisms of representation. In fact, Ministerial Regulation No. 30 of 2024 explicitly stipulates that in cases where the *ijab* and *kabul* are delegated to a third party, the representative may witness the proceedings via online video. This provision is noteworthy because it demonstrates

that the use of communication technology in specific contexts is already recognized within marriage registration regulations.

However, this provision cannot be directly interpreted as recognition that the entire marriage contract process can be conducted online without restriction. The provision specifically addresses parties who act as representatives and may serve as witnesses via online video. Meanwhile, Ministerial Regulation No. 30 of 2024 also stipulates that the marriage contract must be conducted in the presence of the Marriage Registrar responsible for the jurisdiction where the marriage contract takes place (Ma'arif, 2019).

The next issue is *ittihad al-majlis*. In the context of a marriage ceremony, the unity of the assembly serves to ensure that the *ijab* and *kabul* truly constitute a single sequence of the marriage contract. If the guardian utters the *ijab* and the prospective husband responds with the *kabul* directly via electronic media, then it can be argued that the unity of time and continuity of communication have been fulfilled. However, if communication is interrupted such that the connection between the *ijab* and the *kabul* cannot be confirmed, then the aspect of *ittihad al-majlis* becomes problematic.

Thus, *ittihad al-majlis* should be analyzed not only spatially but also functionally. The questions are whether the parties are part of the same contractual sequence, whether communication takes place in real time, whether the *ijab* can be heard by the prospective husband and the witnesses, and whether the *kabul* can be heard by the guardian and the witnesses.

This functional approach is relevant to advancements in communication technology. The Internet enables people in different locations to communicate directly. However, technical aspects must not be overlooked. Delays, connection drops, unclear audio, or frozen video can lead to uncertainty regarding the sequence of the offer and acceptance.

Therefore, there is a distinction between synchronous online contracts and contracts conducted via non-real-time media. Synchronous contracts allow the parties to communicate in real time, whereas asynchronous communication—such as voice messages or recordings does not guarantee that the offer and acceptance occur during a single contractual session.

From this analysis, it can be concluded that the use of electronic media may be considered in the conduct of a contract if the technology is capable of performing the functions that are substantively required for the contract. The technology must ensure identity verification, direct communication, the continuity of the offer and acceptance, and the involvement of witnesses (Marwa & Sari, 2022).

Thus, the issue of *ittihad al-majlis* serves as the dividing line between a strict view and a more adaptive view toward technological developments. The view that requires physical unity of place will find it difficult to accept online contracts. Meanwhile, the view that emphasizes unity of process and time allows for the acceptance of online contracts under strict conditions.

The Validity of Online Marriage Contracts Under Indonesian Positive Law

In the Indonesian legal system, marriage has both a religious dimension and a state legal dimension. Law No. 1 of 1974 on Marriage, as amended by Law No. 16 of 2019, remains the primary basis for national marriage law. Law No. 1 of 1974 is currently in effect and has been amended by Law No. 16 of 2019 (Bakri & Abrori, 2025).

Provisions regarding the validity of marriage establish religious law as the primary basis. At the same time, every marriage must be registered in accordance with statutory regulations. Thus, there are two aspects that must be distinguished: the validity of marriage based on religion and the registration of marriage based on state law. The Explanatory Memorandum to the Marriage Law also reaffirms these two dimensions.

In the context of online marriage ceremonies, these provisions raise the question of whether conducting a ceremony via electronic media satisfies both religious requirements and the procedures established by the state. The answer cannot be determined solely based on the fact that the ceremony was conducted online. What must be examined is whether the essential elements and requirements of marriage have been met and whether the administrative procedures mandated by the state have been followed (Hasbiyalla et al., 2025).

Government Regulation No. 9 of 1975 serves as the implementing regulation for the Marriage Law. For Muslim marriages, registration is conducted by a registrar as stipulated in the regulations governing marriage registration. This provision demonstrates that registration is part of the state's mechanism for providing legal certainty regarding the marriage event.

In recent developments, Ministerial Regulation No. 30 of 2024 on Marriage Registration has become a key regulation for the registration of Muslim marriages. This regulation took effect on December 30, 2024, and supersedes Ministerial Regulation No. 22 of 2024. Among other things, the regulation aims to establish administrative order, transparency, and legal certainty in the conduct of marriages for Muslims.

PMA No. 30 of 2024 stipulates that marriage registration is carried out through several stages, namely registration of the intention to marry, marriage review, the

marriage ceremony, and marriage registration. This structure indicates that the state pays attention not only to the moment the marriage contract is concluded but also to the processes before and after the ceremony.

With regard to online marriage ceremonies, Article 17 of Ministerial Regulation No. 30 of 2024 stipulates that a marriage ceremony must be conducted in the presence of the PPN with jurisdiction over the location where the ceremony takes place. This provision is a key factor in analyzing online marriage ceremonies. If the ceremony is conducted entirely virtually without physical presence, as prescribed by the established mechanism, this raises questions regarding the compatibility of such practices with applicable administrative procedures (Ikhlil Hasbiyalla, Ummul Muktaze, Norhalimah Achmad Sugiarto, 2024).

Thus, a distinction must be made between the potential validity of the marriage contract under Islamic jurisprudence (fiqh) and compliance with registration procedures under positive law. A marriage contract may fulfill the religious pillars and conditions according to a particular school of Islamic jurisprudence, but it may not necessarily comply with the administrative mechanisms prescribed by the state.

This distinction is crucial because registration serves as evidence. The state requires official documents proving that a marriage was solemnized by specific parties at a specific time and place. Without registration, an individual may face difficulties when attempting to prove their marital status in various legal contexts.

Thus, Indonesian positive law cannot be understood as merely regulating whether online marriage contracts are permitted or prohibited. Existing regulations indicate that the state establishes specific procedures so that marriages can be registered and obtain administrative certainty, the issue of online marriage contracts must therefore be viewed within this framework (Mu'minah & Abrori, 2025).

The results of the analysis show that there is currently no regulatory framework that specifically and comprehensively governs online marriage contracts in which the entire process of the proposal and acceptance is conducted from different locations via the internet. PMA No. 30 of 2024 has recognized the use of online video in certain contexts, but this recognition pertains to parties granting power of attorney and acting as witnesses via online video; it does not explicitly legitimize all forms of virtual marriage ceremonies (Sutriyono, Muhammad Abrori, Adela Idris, 2024).

This situation indicates that there is room for interpretation as well as a need for further regulation. Communication technology is evolving rapidly, while marriage regulations must continue to provide certainty regarding the procedures for marriage contracts and their registration.

Online Marriage Registration and the Legal Status of Marriage Contracts

Marriage registration is an important instrument in the Indonesian legal system. Registration is not merely an administrative procedure; it also serves to provide legal certainty regarding the existence of a marriage. This is crucial because marriage gives rise to various legal consequences, both for the spouses and for any children born of the marriage (Syaiful Bakri, 2025).

The Marriage Law stipulates that every marriage must be registered in accordance with applicable laws and regulations. In the context of the Muslim community, registration is carried out through a mechanism administered by the KUA and authorized officials. Ministerial Regulation No. 30 of 2024 provides a more detailed administrative framework. This regulation stipulates that marriage registration is carried out through the filing of an intent to marry, a marriage review, the performance of the marriage ceremony, and the registration of the marriage.

The marriage verification stage is of great importance in the context of online marriage ceremonies. This verification process provides an opportunity for authorized officials to confirm the identities and eligibility of the prospective spouses. Thus, before discussing the use of online platforms for marriage ceremonies, the administrative aspects and the authentication of the parties must first be ensured.

The next issue concerns the conduct of the marriage ceremony. Ministerial Regulation (PMA) No. 30 of 2024 stipulates that the marriage ceremony must be conducted in the presence of the PPN (Marriage Registration Officer) with jurisdiction over the location where the ceremony takes place. This provision underscores that the presence of a marriage registrar during the ceremony plays a crucial role in the marriage registration system.

The Ministerial Regulation also stipulates that the marriage ceremony may be conducted outside the KUA at the request of the prospective bride and groom and with the approval of the Head of the KUA or the authorized marriage registrar. This means that flexibility regarding the venue is permitted, but such flexibility remains subject to the oversight and approval of the authorized officials (Lathifah, 2015).

In this context, online marriage ceremonies need to be categorized into several forms. First, a ceremony in which all parties are in different locations and the entire process takes place via electronic media. Second, a ceremony conducted in person in the presence of the marriage officiant, guardian, and witnesses, with one specific party participating via online video. Third, a ceremony that utilizes a power of attorney, with the party granting the authority participating in the process online.

The third form has a clearer regulatory basis. Ministerial Regulation (PMA) No. 30 of 2024 states that if the *ijab* and *kabul* are delegated to a third party, the party granting the power of attorney may witness the ceremony via online video. This provision indicates that Indonesian marriage administration law has accommodated the use of technology in certain situations.

This differs from a marriage ceremony where the entire process takes place virtually. Under such circumstances, issues regarding the presence of the Marriage Registrar (PPN), the location of the ceremony, identity verification, document signatures, and immediate registration become more complex.

PMA No. 30 of 2024 also stipulates that after the marriage ceremony is conducted, it must be recorded in a Marriage Certificate by the Marriage Registrar (PPN). This certificate is then signed by the husband, wife, guardian, witnesses, and the PPN. The marriage is officially registered upon the signing of the Marriage Certificate on the day and date the wedding takes place.

This provision demonstrates that registration is closely linked to the performance of the marriage ceremony. The marriage ceremony is the event that establishes the marriage, while registration serves as the state's formal mechanism for documenting that event (Ma'arif, 2019).

In the context of online marriage contracts, the distinction between a valid marriage and a registered marriage must be carefully understood. The validity of a marriage according to religious law is not the same as its registration with the state. Conversely, administrative registration cannot be considered a substitute for the religious pillars and requirements. Both serve different yet interrelated functions.

Registration provides legal certainty regarding the various consequences of marriage. The status of husband and wife can be proven through official documents. This is important in matters of inheritance, alimony, the status of children, civil registration, prenuptial agreements, divorce, and various other legal relationships.

Thus, conducting an online marriage ceremony without registration has the potential to cause evidentiary issues in the future. Even when a person believes that their marriage is valid under religious law, the absence of a registration document can make it difficult for the parties involved to prove their marital status before state institutions.

Therefore, the results of this study indicate that registration is a crucial element in transforming a marriage into a legal relationship with evidentiary certainty within the country's legal system. In the context of online marriage ceremonies, registration

serves as a mechanism to ensure that technological flexibility does not undermine the legal certainty of marriage.

An Integrative Analysis of the Validity of Online Marriage Contracts According to Fiqh Munakahat and Indonesian Positive Law

Based on the previous discussion, the validity of online marriage contracts must be analyzed from two perspectives simultaneously: the perspective of fiqh munakahat and the perspective of Indonesian positive law. These two perspectives have different focal points, but they need not be in conflict (Marwa & Sari, 2022).

Fiqh munakahat emphasizes the fulfillment of the essential elements and conditions of the contract. The elements of the prospective husband, prospective wife, guardian, witnesses, ijab, and kabul must be fulfilled. In addition, the contract process must demonstrate continuity and certainty of the parties' intent. The main debate concerns the concept of ittihad al-majlis.

From the perspective that interprets ittihad al-majlis in a physical sense, online marriage contracts face challenges because the parties are not in the same physical location. Conversely, the perspective that interprets ittihad al-majlis in a functional sense allows for the use of electronic media as long as the ijab and kabul take place in real time and can be heard and understood by the relevant parties.

Meanwhile, Indonesian positive law adds an administrative dimension. The Marriage Law requires the registration of marriages, while implementing regulations govern the registration mechanism. Ministerial Regulation No. 30 of 2024 details the stages of registration, the presence of witnesses, the conduct of the marriage ceremony, the authority of the Civil Registry Office (PPN), and the recording of the marriage in the Marriage Certificate (Miko, 2022).

From these two perspectives, it can be concluded that an online marriage ceremony is not appropriate if it is declared absolutely valid or absolutely invalid without considering the specific implementation model.

First, from a substantive fiqh perspective, the marriage ceremony must fulfill the essential elements (rukun) and conditions (syarat). The identities of the parties must be clear, the guardian (wali) must be valid, the two witnesses must meet the requirements, and the exchange of consent (ijab kabul) must take place clearly and continuously.

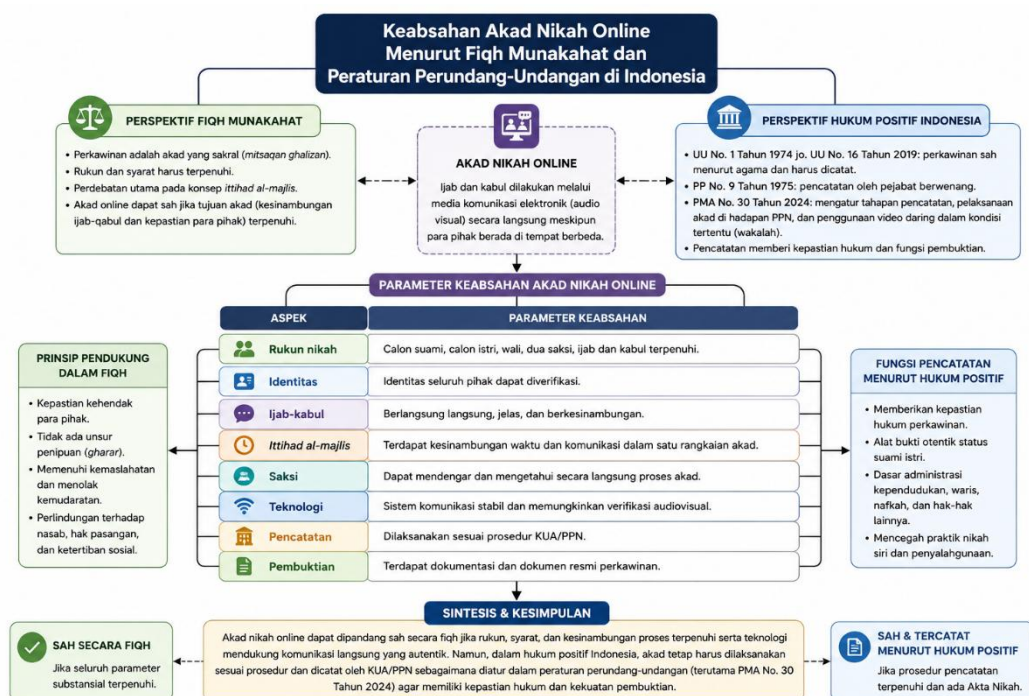
Second, from a technical standpoint, the technology used must ensure direct communication. Audio and video must allow the parties to recognize one another. Network disruptions that prevent the parties from hearing or seeing the marriage ceremony may affect the validity of the process (Rahman & Faiza, 2017).

Third, from an administrative perspective, the conduct of a marriage must follow the procedures established by law. For Muslims, the marriage ceremony is subject to a registration process administered by the KUA/PPN. Ministerial Regulation No. 30 of 2024 stipulates that the ceremony must be conducted in the presence of the PPN with jurisdiction over the location where the ceremony takes place.

Fourth, from an evidentiary perspective, every process must be documented and verifiable. Electronic documentation may serve as part of the evidence regarding the communication process, but it should not replace the function of verifying the identities and physical presence of the required parties (Raihan et al., 2023).

Fifth, from the perspective of legal certainty, a marriage must be registered so that the status of husband and wife can be officially proven. PMA No. 30 of 2024 stipulates that the registration is recorded in a Marriage Certificate, which must be signed by the husband, wife, guardian, witnesses, and the PPN.

Based on these five aspects, the following parameters for the validity of an online marriage contract can be formulated:



These parameters indicate that technology should not be regarded as a determining factor in the validity of a marriage. Technology is merely an instrument. The determining factors remain the fulfillment of the essential elements, legal requirements, legal procedures, and the certainty of evidence. In the context of Indonesian law, there is also an interesting fact: Government Regulation No. 30 of 2024

has recognized the use of online video under certain circumstances, particularly when the party delivering the ijab or kabul wishes to witness the process via online video. This indicates that regulations do not entirely preclude the use of technology in the conduct of marriages.

However, this recognition of online video cannot be automatically extended to legitimize all forms of online marriage ceremonies. Article 17 still requires that the marriage ceremony be conducted in the presence of the PPN with jurisdiction over the location where the ceremony takes place. Therefore, there is a distinction between the use of technology to supplement the marriage ceremony process and the replacement of physical presence throughout the entire marriage ceremony process.

These findings also indicate that there is room for legal development. Advances in communication technology have made real-time audiovisual communication possible with increasingly high clarity. However, marriage is a legal field that requires a high degree of caution because it relates to personal and family status.

From the perspective of *maqashid al-shari'ah*, this caution relates to the protection of progeny (*hifz al-nasl*), honor, the rights of spouses, and the certainty of legal relationships. A marriage contract that is easily concluded but lacks certainty regarding identity and proof may actually cause harm.

Therefore, the most proportionate approach is not to reject technology entirely, but to integrate it with strict verification and registration mechanisms. Technology can be used to overcome distance-related issues, but it must not eliminate the roles of the guardian, witnesses, the PPN, and official registration (Sayyad, 2018).

Thus, the results of this study indicate that the validity of online marriage contracts is conditional. From the perspective of *fiqh munakahat*, a contract can be considered valid if its essential elements and conditions are met and the concept of a unified assembly is substantively fulfilled. However, from the perspective of Indonesian positive law, the execution of the contract must still be conducted within the applicable marriage registration mechanism.

This legal position can be formulated as follows: the use of online platforms as a means of communication does not in and of itself invalidate the contract, nor does it in and of itself render the contract valid. What determines validity is whether all required substantive and administrative elements are fulfilled.

Thus, the ideal legal framework is a model that combines Sharia validity, technical validity, and administrative validity. Sharia validity ensures that the pillars and conditions of marriage are met; technical validity ensures that the electronic process is

authentic, direct, and uninterrupted; while administrative validity ensures that the marriage can be registered and proven in accordance with state law.

CONCLUSION

Based on the results of research regarding the validity of online marriage contracts according to fiqh munakahat and Indonesian laws and regulations, it can be concluded that the performance of a marriage contract via online communication media must, in principle, still fulfill all the essential elements and requirements of marriage as stipulated in Islamic law. The validity of the contract is not determined solely by the use of technology as a means of communication, but primarily by the presence of the prospective husband, prospective wife, guardian, two witnesses, as well as the exchange of consent (*ijab* and *kabul*) carried out clearly, continuously, and verifiably by the parties concerned.

From the perspective of fiqh munakahat, the main issue with online marriage contracts lies in the application of the concept of *ittihad al-majlis*, namely the continuity between the *ijab* and *kabul* within a single series of contract proceedings. The use of online communication media may be considered a means that allows the parties to communicate directly provided that there is certainty regarding their identities, continuity of communication, the ability of the guardian and witnesses to hear and understand the *ijab* and *kabul*, and no pauses or conditions that interrupt the sequence of the ceremony. However, there are differing views among scholars regarding whether communication via electronic media fulfills the essence of the unity of the assembly as required in a marriage contract. Therefore, the validity of online marriage contracts from a fiqh perspective is contextual and heavily dependent on the fulfillment of the essential elements, conditions, and the principle of prudence in their execution.

Meanwhile, under Indonesian law, the validity of a marriage is not only contingent upon the fulfillment of religious requirements but also on the obligation to register the marriage. Thus, conducting a marriage ceremony online does not, in and of itself, make the marriage legally valid under state law if it does not meet the applicable marriage and registration requirements. The distinction between religious validity and legal consequences under state law indicates that the use of technology in marriage ceremonies must be situated within the framework of national marriage law, including aspects such as identity verification, the presence or involvement of guardians and witnesses, and the registration of the marriage by an authorized official.

Thus, an online marriage contract can be considered legally valid if all the essential elements and requirements of marriage are met, the exchange of consent (*ijab*

kabul) takes place in real time, is clear, and continuous, the identities of the parties can be verified, and the guardian and witnesses can observe and understand the contract in real time. However, from the perspective of Indonesian positive law, compliance with religious requirements must still be accompanied by compliance with administrative requirements and marriage registration so that the marriage receives legal certainty and protection. Therefore, the use of technology in marriage ceremonies should not only consider the ease of communication but also ensure legal certainty, identity authentication, the fulfillment of the essential elements and requirements, and the protection of the rights of the parties to the marriage.

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