



Case Study of Alternative Joint Property Dispute Resolution Through Mediation

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Abstract

The resolution of joint property disputes is often a source of conflict in divorce, which requires alternative approaches such as mediation to achieve a fair and satisfactory outcome for both parties. This study uses a normative juridical approach with a case study method, examining a number of cases of joint property disputes resolved through mediation in several religious courts. The results of the study show that mediation is able to reduce tensions between the parties and speed up the dispute resolution process, compared to the litigation process. In addition, mediation offers a more flexible and customizable solution to each party's needs, which is often not achievable through the courts. The conclusion of this study is that mediation is an effective alternative in resolving joint property disputes, especially in the context of divorce. It is recommended that religious courts further promote the use of mediation and provide additional training for mediators to improve the quality of dispute resolution through this means. These findings are expected to contribute to the development of a more responsive and inclusive legal system.

I. INTRODUCTION

Marriage is essentially a path carried out between men and women who aim to build a household that is *sakinah mawaddah* and *warahmah*, and also as one of the activities between fellow human beings that aims to perfect the worship of Allah SWT and one, the impact of marriage is, the mixing of wealth as mentioned in (Compilation of Islamic Law) in Article 1 huruf f, It is mentioned that:

"Property in marriage or *Shirkah* is property obtained either individually or jointly as long as the marriage bond lasts, hereinafter referred to as joint property, regardless of being registered in anyone's name" (Putri & Wahyuni, 2021).

Furthermore, in Article 87 paragraph (1) of the KHI it is stated that:

"The inherited property of each husband and wife, the property obtained by each as a gift or inheritance is under the control of each other, as long as the parties do not stipulate otherwise in the marriage agreement" (Putri & Wahyuni, 2021).

Talking about marriage, it will include objects and things related to marriage as well. Property, for example, in marriage, property owned by a husband or wife is a valuable object and has legal provisions in its handling. In essence, wealth has a category of inheritance when acquiring it, there is

wealth that is obtained When before marriage, there are also assets that are owned after the occurrence of marriage, such as royalty ownership.

As the world of knowledge develops, especially in improving the quality of law in handling all aspects of life, especially in the world of marriage, many of the people have entered into marriage agreements in order to regulate and protect their property in the event of divorce in the future. Before we discuss the nature of Royalties in marriage, it would be better for us to describe the marriage agreement first as an initial opening in this discussion, where the marriage agreement can also be used as a safeguard step in following up on the wealth owned by a husband and wife.

The understanding of the marriage agreement in the KHI (Compilation of Islamic Law) is a mutual agreement for prospective husband and wife. This agreement can also be referred to as a pre-nuptial agreement because the marriage agreement is made in writing before the marriage takes place and must be ratified by the Marriage Registrar as stipulated in Article 47 of the KHI.

Marriage Law No. 1 of 1974 Chapter V Article 29 states that a marriage agreement is:

1. At the time before the marriage takes place, both parties by mutual consent can enter into a written agreement that is ratified by the

Marriage Registrar, after which the contents also apply to the third party as long as the third party is involved.

2. The marriage agreement cannot be ratified if it violates the limits of law, religion, and morality
3. The agreement is valid from the moment the marriage takes place
4. During the marriage, the agreement cannot be changed, unless there is an agreement from both parties to change it and the change does not harm the third party (Iskandar, 2020).

KHI (Compilation of Islamic Law) formulates marriage agreements into two types. Article 45 of the KHI:

"The two prospective husband and wife can enter into a marriage agreement in Shape:

1. Taklik talak
2. Other agreements that do not contradict Islamic law" (Iskandar, 2020).

Taklik talaq is interpreted as an agreement made by the groom after the marriage contract included in the marriage certificate in the form of a promise of talaq that depends on a certain circumstance, and may occur in the future. And in the Indonesian marriage book published by the Ministry of Religion of the Republic of Indonesia, a *detailed sighat taklik* has been mentioned which is preceded by the mention of Surah Al-Isra (17) verse 34.

The reading of taklik talaq is interpreted as the commitment of the man (husband) to *deliberate bil ma'ruf* (getting along well) by carrying out his duties and obligations as a husband. Do not be arbitrary towards the wife, protect the rights of the wife and love the wife with love. The reading of taklik talak must be understood as one of the efforts to maintain the eternity of marriage and the creation of a family that is *sakinah, mawaddah* and *warahmah*, in accordance with the meaning of marriage itself.

Furthermore, the provisions regarding the marriage agreement are regulated in Article 147 of the Civil Code that:

"By entering into a marriage agreement, the two prospective husband and wife are entitled to prepare several deviations from the laws and regulations surrounding the union of property, as long as the agreement does not violate good morals or general rules and as long as all the provisions below are also heeded according to the next article" (Iskandar, 2020).

That the marriage agreement must be made using a notary deed and made at the time the marriage is held, then if the above conditions are not met, the marriage agreement is considered null and void. During the marriage the agreement cannot be changed, unless both parties agree to change it and the change does not harm the third party.

In this case, the word "*Aqdun*" can be likened to the term alliance "*Commitment*" and "*Al 'Ahdu*" which can be equated with the term agreement "*agreement*" as a statement from a person to do something or not to do it, which has nothing to do with any party (Syam, 2021).

Aqdun, which is likened to the terms of agreement in this discussion, is an alliance found in the position of marriage. Where marriage is a sacred event whose purpose is *mistaqan ghalizhan* (to obey the commands of Allah SWT) which is worth a reward in the sight of Allah, in order to seek *sakinah, mawaddah, warahmah* in married life.

Ja'far Muhammad bin Jarir Ath-Thabari in his commentary said:

"And they (your wives) have taken from you the covenant which was strong".

So based on this, it will also be a matter of good agreements and stipulations or vice versa, treating (the wife) as well as possible or as bad as possible (divorce her).

The State of the Republic of Indonesia as a state of law based on Pancasila and the 1945 Constitution, aims to realize a prosperous, safe, peaceful and orderly national life system. The impact of the divorce so that there is a dispute regarding the division of common property. In principle, joint property in marriage is all property/wealth acquired during the period of marriage. Whether it is obtained from the results of joint work or from the hard work of one of the parties (husband or wife only), the property remains a common property.

Joint property disputes in Indonesian society can be said to have never receded and even tended to increase as the divorce rate continued to increase. With the existence of joint property disputes having an impact both economically and socially, economically joint property disputes force the parties to the dispute to spend energy, time and costs. The longer the dispute resolution process lasts, the more energy, time and cost must be spent. Similarly, the social impact is the estrangement of the relationship between the

parties to the dispute, in this case the ex-wife or ex-husband (Sururie, 2023).

The existence of normative rules contained in Law Number 1 of 1974 concerning Marriage and the Compilation of Islamic Law has not been fully able to accommodate changes in society, especially those related to the resolution of the problem of distribution of common property through the litigation process (Alhamdani, 2021).

By looking at the phenomenon that is developing, the law in Indonesia has experienced significant developments. One of the legal parts in Indonesia continues to experience developments in terms of common property. In Indonesia, the law on common property has significant studies and discussions. In the model of the implementation of common property, it is an interesting study to be discussed in the development of this law. The discussion of the development of Islamic law is inseparable from the discussion of the concept of shirkah. Considering that the concept of common property is not found in the references of the Quran and hadith, it can actually be done by way of qiyas in the existing concept of fiqh, namely about shirkah itself. So, it cannot be said that matters related to property are not mentioned in the Qur'an or called studies that have no basis in Islamic law (Permana & Rukmanda, 2021).

According to Yahya Harahap, the point of view of Islamic law on the settlement of joint property disputes is in line with what was stated by Ismail Muhammad Syah in his dissertation that the search for joint property between husband and wife should be included in rub'u muamalah, but it turns out that it was not specifically discussed about it. This situation can be caused because usually the authors of fiqh books are Arabs who do not know the existence of a search property with husband and wife. They talked about the partnership which in Arabic is known as shirkah.

According to Amir Syarifuddin Islam, it is regulated that the marriage agreement must be carried out at the time the marriage contract is held or after and must be carried out at the time the marriage contract is held or afterwards and must be carried out with a special contract in the form of shirkah. If these two elements are not applied, the personal property belonging to each spouse cannot be categorized as their personal property (Kritanto & Tedjosaputro, 2020).

Islamic law regulates the separation system between the husband's property and the wife's property as long as the person concerned does not

specify otherwise (not specified in the marriage agreement). Islamic law also gives leeway to both of them to make a marriage agreement according to their wishes, and the agreement is ultimately legally binding on both of them.

The separation will be very useful in the separation between the husband's property and the wife's property. If there is a divorce in their marriage. The provisions of Islamic law remain in effect until the end of the marriage or one of the two dies. Regarding Islamic inheritance, it is viewed, that inheritance left by the husband or wife is divided based on the provisions of Islamic inheritance law. The inheritance that is divided is the property of each spouse who has died (II 1985). The wife's property is not included as an inheritance that must be divided. Even the wife still has the right to own her own personal property, and she is also entitled to a share of her husband's inheritance (Sururie, 2023).

In the context of resolving joint property disputes in Indonesia, there is at least a form and pattern that is carried out in general, namely through litigation with religious courts whose decisions in reference are consistent with the Compilation of Islamic Law (KHI) and through non-litigation channels or outside the court which will vary in the pattern of settlement.

II. RESEARCH METHODS

This study uses a normative juridical approach with a case study method to explore alternative solutions to joint property disputes through mediation. The normative juridical approach is used to analyze legal regulations and related documents that regulate mediation as a method of dispute resolution in Indonesia, especially in the context of divorce. This study examines relevant laws, regulations, and legal guidelines, as well as the academic literature on mediation in the settlement of joint property disputes.

III. RESULTS AND DISCUSSION

A. Definition and Scope of Joint Property

Joint property etymologically is property that is jointly owned between husband and wife. Meanwhile, terminology is very clear in Law No. 1 of 1974 in article 35 paragraph 1 which states that, "joint property is property obtained during marriage becomes joint property" (Risky, 2020).

The definition above gives an idea that what is meant by joint property is property obtained after the occurrence of a legal bond between husband and wife. Therefore, property under each party

cannot be called joint property, because it is not acquired after the marriage period.

So regarding the term common property, it is only found in Article 35 of the paragraph. Therefore, the term used in the Marriage Law No. 1 of 1974 is not the same as the term used in the Civil Code which uses "union property". Perhaps the freezing of the term "common property" as a terminology in the law with a national perspective. The basis of this joint property is that all property acquired during marriage is joint property and in itself becomes a joint property institution which is commonly referred to as company property (Sururie, 2023).

If analyzed further, there is a difference in concept between the property of the union in the Civil Code and the common property in the Law No. 1 of 1974 and the KHI. In the Civil Code in Articles 121 and 122, it is explained that joint property or union property is defined as comprehensive property and includes all assets, both existing at the time of the marriage and those that will exist during the marriage period, where the property can be in the form of profits, can also be in the form of losses or debt burdens.

a. Joint Property under Marriage Law No.1 of 1974

Marriage Law No. 1 of 1974 contains the articles contained in Chapter VII: Regarding property in marriage, it has three Articles, namely (Bakry et al., 2021):

Article 35

1. Property obtained during marriage becomes joint property.
2. The wealth of each husband and wife and the wealth obtained by each as a gift or inheritance are under the control of each as long as the parties do not determine otherwise.

Article 36

1. In joint property, husband and wife can do with the consent of both parties 2. In inherited property, each spouse has the full right to do legal acts regarding their property.

Article 37

If the marriage is broken up due to divorce, the joint property is regulated according to their respective laws (Harimurti, 2021). If what is meant by property in the Marriage Law is the same as the meaning of the word understood in everyday life, then various kinds of questions will arise. Therefore, property in this article is more

appropriate if interpreted as property that contains a broad meaning covering all goods and receivables (Sururie, 2023).

Thus, the size and boundaries between common property and inherited property must be clear and clear. So that it cannot lead to misunderstandings that are not only for the benefit of husband and wife but for the benefit of the wider community. Therefore, it is felt that it is very necessary to make a limitation of joint property in the view of the law.

b. Common Property in the Compilation of Islamic Law (KHI)

In regulating how the mechanism and rules of common property are carried out in society. The rules that have been set are at least only in the Law but up to customary law. In laws and regulations, for example, in Article 199 of the Civil Code which explains the union of property between husband and wife starting from the time of marriage (Hidayat, 2022). Thus, common property, which is not a few times a dispute in the family, is a problem that must also receive attention from all parties, because everyone has a family in their life.

Regarding joint property in the Compilation of Islamic Law in Chapter XIII regarding property in marriage in article 85 to article 97 (Sururie, 2023). In these articles, it is clear that the rules are made regarding property in such a way starting from the rights of each party to the common property to the rules of separation. Some of the material about joint property in the Law in Law No. 1 on Marriage article 35 is no different from the material in KHI Article 86, both still say that inherited property is property that is generated after the marriage period.

Likewise, the inherited property of both parties is their own right without any other rights. It is different if both parties enter into an agreement that regulates it so that agreements are made that allow them to be combined.

Thus, the Compilation of Islamic Law provides a solution to a variation of opinion in the book of fiqh which is then used as a general guide for the court on the issue of marriage, waqf, inheritance and joint property, in other words, it can be said that KHI in the issue of joint property has clearly given an overview of the conditions as well as the procedures and technicalities of its implementation in the midst of society. Because KHI is a compilation or collection of various madhhab fiqh, especially those with madhhab Nahafi, Maliki, Shafii, and Hnabali, it will certainly

increase the breadth of understanding and determination in its articles.

B. Triggering Factors for Joint Property Disputes

At least, there are several factors that trigger a joint property dispute, namely:

1. Occurrence of Divorce

The first factor is the most important factor. This is based on the legal aspect that husband and wife who are still in a legal bond as husband and wife, then the wealth assets obtained become joint property. Joint property that is sought during the marriage bond period will be questioned when a husband and wife divorce occur.

The divorce that occurs between the two will lead to the prosecution of the share of the common property.

2. Economic Factors

The second factor is due to economic importance. In an economic sense, after a divorce between a husband and wife that both have valuable assets and wealth. Both feel that they have an interest in the asset. Because there is no doubt that there is a family that is divorced but there is no dispute of common property between the two. This is in the background because the two divorced do not have joint property that must be divided.

3. Rights and Obligations

The next factor is in terms of looking at rights and obligations. For one of the parties who defends that he has the right to common property, it triggers a dispute over common property. For the parties who insist and insist on the rights and obligations, disputes will occur. It is different from someone who does not see the issue of his rights and obligations.

4. Feeling oppressed

A factor that is no less important as the cause of a joint property dispute is the feeling of an act of tyranny against one of the parties. It can be imagined that during the marriage they struggle together from zero to build and develop family assets. In other words, the issue of common property is a serious matter. The act of tyranny by withholding the property of another person is an act that is detrimental to the other party.

5. Justice

One of the factors that trigger disputes is the condition of justice issues. Justice is an important point so that the wife files a lawsuit or disputes because there is something unfair in the wealth assets obtained so far.

C. Techniques and Methods for Resolving Joint Property Disputes in Indonesia

Disputes over common property in the community in their implementation have their own variations and forms.

a. Joint Property Dispute Resolution Through litigation

In the settlement of joint property disputes is the competence and authority of the Religious Court (PA), the dispute resolution is submitted to the Religious Court (PA). In this case, the religious court has the right and authority to receive, adjudicate, and settle (Romza & Mutimatun, 2020). The meaning of Litigation is a term in the law related to the settlement of a dispute faced through the court. The method involves disclosing information and evidence related to the disputes being heard. This is to avoid unexpected problems in the future. The dispute case was terminated under the auspices of the judiciary in the 1945 Constitution.

The case is in Decision Number 2199/Pdt.G/2021/PA. JB (Ruling of the Supreme Court, and Indonesia 2021):

That the Plaintiff with his lawsuit letter filed in an ECourt dated August 24, 2021 which has been registered at the West Jakarta Religious Court Clerk on August 27, 2021 with case registration Number 2199/Pdt.G/2021/PA. JB. That on May 6, 2012, the Plaintiff and the Defendant had a marriage recorded by the Marriage Registrar of the Religious Affairs Office (KUA) of Kebayoran Lama District, South Jakarta City, as stated in the Citation of Marriage Certificate Number: 760/41/V/2012, dated May 7, 2012; That during the marriage between the Plaintiff and the Defendant they had lived together as befitting husband and wife and had been blessed with 2 (two) children. That the Plaintiff and the Defendant have officially divorced (Divorce Talak) as per the Decision of the West Jakarta Religious Court, decision number: xx dated May 10, 2021 (28 Ramadan 1442 H), which decision has permanent legal force, and the Plaintiff also has a Divorce Certificate with Number: xx dated June 21, 2021 from the Clerk of the West Jakarta Religious Court;

During marriage there are the following joint property:

- a. 1 (one) unit of 4 (four) wheeled vehicle with Police Number B 1577 BIK, Honda Jazz brand, Type GK5RS MT, Year of Manufacture 2014, Frame number xx, Engine number: xx, metallic yellow color, STNK and BPKB listed

in the name of Xx (Defendant), which were obtained during the marriage period in 2014;

- b. 1 (one) unit of residential house building with an area of ± 52 M2 (fifty-two square meters) located at Jalan Masjid Al-Anwar No.16B, Rt.003/Rw.09, (formerly named xx which was acquired during the marriage period in 2013, As the ownership document for 1 (one) unit of the house building is contained in 2 (two) Sale and Purchase Deeds.

That between the Plaintiff and the Defendant, there is no Property Separation Agreement or Prenuptial Agreement, and based on the provisions of Article 97 of the Compilation of Islamic Law, it is affirmed:

"If the marriage is broken down either due to divorce and/or death, then each ex-husband / wife gets half of the joint property The widow or widower who is divorced is each entitled to one-third of the joint property;

That based on the above, the Plaintiff applies for a joint division of property on the assets owned by the Plaintiff and the Defendant while still in the marital period, and to be divided $1/2$ (one-half) equally or in accordance with the rules of applicable Islamic Law;

That because this lawsuit was filed with authentic evidence that has fulfilled the provisions of Article 180 of the HIR. legal grounds if the decision of this case is declared to be enforceable first (uit voerbaar bij voorrade), even though there are legal remedies for rebuttals, appeals or cassation from the parties;

That the Panel of Judges during the trial had tried to reconcile the Plaintiff and the Defendant, in order to resolve this joint property dispute peacefully and in a familial manner, but to no avail; That in order to optimize the peace efforts, the Chairman of the Assembly has appointed Atourrokhman, SH, S.Pd.I., as the mediator to carry out mediation efforts, but it has turned out that based on the written report from the mediator dated September 16, 2021, it has been stated that mediation efforts have been carried out and have not succeeded in reaching a peaceful agreement (failed);

That because the case of this joint property lawsuit was filed by the Plaintiff in an E-Court and the Panel of Judges had also heard the Defendant's willingness to proceed in E Litigation, the next examination was carried out in E Litigation with an agreement that had been signed by the Plaintiff's Power of Attorney and the Defendant's

Attorney; That, furthermore, the examination of this case continued in an e-litigation manner beginning with the reading of the Plaintiff's lawsuit letter, the main content of which was still maintained by the Plaintiff with necessary changes and corrections (Sururie, 2023).

D. Joint Property Dispute Resolution Through Non-Litigation

The second option is out-of-court settlement by means of arbitration and Alternative Dispute Resolution (APS). After the existence of Law Number 30 of 1999. In the event of a dispute or dispute, the settlement can be done through the court or out of court. In practice, resolving disputes or disputes through the courts is often an option due to various factors. One of them is that the parties to the dispute are usually not oriented towards solving problems that prioritize a "win-win solution", but rather a search for a win-lose decision, "Win-lose-solution".

On the other hand, out-of-court dispute resolution has become less desirable because it is still not comprehensively understood by law enforcement officials and parties to the case.

E. Distribution of Joint Property in Dispute Resolution

In the settlement of joint property disputes in the community, it has its own characteristics and characteristics. Joint property which is property that has been jointly sought by husband and wife during the marriage period is a joint asset and if it is to be divided, it must be jointly obtained. Shared treasures in fiqh treasures cannot be found at all. Furthermore, later Islamic legal experts tried to formulate it in the shirkah contract which is essentially a muamalah contract. Although the scholars also try to find common property in terms of the method of legal istinbat. Some call it the 'urf method, which is a custom that has lived in Indonesian society.

The issue of joint property in the Marriage Law No.1 of 1974 is regulated in articles 35-37. Article 35 paragraph 1 states that the property obtained during marriage becomes joint property, while Psal 35 paragraph 2 explains that the inherited property of each husband and wife and the property obtained by each as a gift or inheritance, are under the control of each of them as long as the parties do not specify otherwise.

Furthermore, Article 36 paragraph 1 stipulates that regarding joint property, the husband or wife can act with the consent of both parties, while

Article 36 paragraph 2 stipulates that regarding each other's inherited property, husband and wife can act with the consent of both parties, while Article 36 paragraph 2 stipulates that regarding each other's inherited property, husband and wife have the full right to perform legal acts regarding their property.

Article 37 explains that if a marriage is broken up due to divorce, joint property is regulated according to their respective laws. Article 37 indicates that in the event of divorce, the joint property acquired by a married couple during marriage can be regulated using different rules depending on variations in customary law or other laws or outside customary law. In the context of the division of common property, Law No. 1 of 1974 does not explain the distribution of common property or the amount of portion of common property that will be divided with the parties to the dispute. Law No. 1 of 1974 only explains the distribution of common property and the pattern of resolving joint property disputes. In other words, that the settlement of disputes or disputes of common property can be resolved through state law, customary law, or others. Meanwhile, the issue of poris division between disputed parties in common property is not expressly regulated in Law No. 1 of 1974.

The division of property along with the number of portions and shares between husband and wife is expressly and clearly after the birth of the compilation of Islamic law (KHI). In the KHI, it is clearly explained in article 96 consisting of two paragraphs (Tim Lestari Nusantara, 2021).

- a. In the event of a divorce, half of the joint property becomes the right of the couple who lives longer.
- b. The division of joint property for a husband or wife if the wife or husband is missing must be there is a certainty of his or her actual death or legal death on the basis of a religious court decision.

F. The Value of Justice in Settlement of Common Property Disputes

The implementation of joint property is part of an effort to create law enforcement in the sense that it must be clear between the rights and obligations between the two parties to the case. With more popular language, it is for the realization of justice.

According to the language, justice comes from the word fair. In the great Indonesian dictionary, several meanings of the word fair are crushed,

including not biased, impartial, siding with the right, or adhering to the truth, not arbitrary, authoritative.

The word fair in Arabic means that the word fair is interpreted by doing or setting something in a balanced and straight manner (Lois Ma'luf, 1976). In the Quran, the term justice is used to mean balance and moderation. Al-Mizan means justice in the Quran can be found in surah ash-shura 42 verse 17 and surah al-Hadid verse 25. Justice is the same as sacred belief, an obligation to be carried out earnestly and honestly.

Justice in Islam according to Juhya S Praja includes various things, including:

- a. Justice must be applied in all things and in every person.
- b. Justice in Islamic law also means a balance between the obligations that must be fulfilled by human beings to fulfill their obligations.
- c. The principle of justice implies that Islamic law in a practical way can act according to the space of time.

Equality in Islam is a delightful blend of law and morality. Islam has absolute standards of justice, because these standards are based on good and bad norms that are supported by revelation and essential legal principles. In the context of joint property, there are several statements made by people who deny the existence of common property in inheritance, especially in classical fiqh books and the mujtahid imams never discuss it. In the case of a wife who does not work, the statement that arises is that the wife has no share at all for the collection of this common property, because those who work and work are only companions. This means that the distribution of joint property to the wife is not fair, because the wife does not work in collecting property.

The statement is that it is not appropriate to measure the wife's share with the value of the wife's shares in collecting the common property. Even though the function and position of husband and wife have been affirmed to be balanced. Marriage in Islam is called mitsaqon ghalidzhan, a firm legal covenant. The division of common property measured by the size of the share in trade will feel foreign. In fact, the judges in their decisions should divide the common property before determining tirkah by one to one (Bustanul Arifin, 1996). Joint property of the husband in Indonesia has been regulated in Law Number 1 of the Republic of Indonesia of 1974 concerning Marriage Article 35 paragraph 1, 36 paragraph 1,

and 37 Chapter VII concerning Property in Marriage, which was emphasized by the birth of Government Regulation No. 9 of 1975.

In the concept of justice regarding the settlement of joint property disputes, it is interpreted by looking at the contribution made by each party, whether husband or wife. In other words, the division of joint property is by looking at the contribution played by husband and wife.

IV. CONCLUSIONS AND SUGGESTIONS

A. Conclusion

Based on the analysis that has been presented, it can be concluded that joint property disputes are a topic of Islamic law studies that continues to develop and is relevant for further research. In the context of Indonesian society, common property can be classified into two broad categories: immovable objects (such as land, houses, and shophouses) and movable objects (such as cars and motorcycles). Some of the triggering factors for joint property disputes include divorce, economic aspects, rights and obligations, feelings of being wronged, and demands for justice.

There are three patterns of resolving joint property disputes in the community: litigation through the court, deliberation, and mediation. In the practice of religious courts, dispute settlement is often carried out formalistically with an equal distribution of assets without considering the contribution of each party during the family. Meanwhile, out-of-court dispute resolution, whether through deliberation or mediation, tends to consider the contributions of each party, resulting in an agreement that does not always take the form of equal division, but rather prioritizes more substantive principles of justice.

B. Suggestions

To increase fairness in the settlement of joint property disputes, it is recommended that the proceedings in religious courts not only focus on equitable distribution but also consider each party's contribution during the marriage. In addition, non-litigation approaches such as mediation and deliberation need to be prioritized more because they are more flexible and have the potential to result in a fair and satisfactory settlement for both parties. Counseling and socialization on the benefits of mediation and deliberation as a method of dispute resolution are also important to increase public understanding of alternative dispute resolution that is more effective and fair.

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