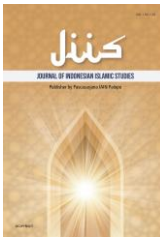
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The Legal Status of Offering Unregistered Marriage Services and Its Potential Legal Consequences on The Nikahsiri.Id Website

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Abstract

The offering of unregistered marriage services through online media raises legal issues because the published information may include marriage-related supporting facilities as well as services involving the authority of wali hakim (marriage guardians appointed by the state) and marriage officiants. This article examines the forms of services offered on a particular page of the nikahsiri.id website, the legal status of each type of service, and the conditions under which legal consequences may arise for the website operator or service provider. This study employs a normative legal research method using statutory and conceptual approaches. The primary legal materials comprise marriage regulations, provisions on marriage registration, the Indonesian Civil Code, the Consumer Protection Law, and the Electronic Information and Transactions Law. The documentary object is limited to the webpage entitled "Jasa Nikah Siri Probolinggo Cepat Melayani No 1 Amanah Terjamin," which appears under a https://www.nikahsiri.id/2018/11/nikah-siri-probolinggo.html directory dated 2018 and was documented through screenshots. The analysis is conducted by classifying the services offered and developing a matrix of liability prerequisites based on R. Soeroso's concept of legal consequences. The findings indicate that the provision of venues, scheduling arrangements, and consultations may be classified as supporting services, provided that they do not contravene applicable laws. Offers involving wali hakim and marriage officiants must be assessed based on the identity, legal status, and authority of the parties concerned; the use of such terms in advertisements alone does not establish an abuse of authority. An unregistered marriage certificate issued by a private party is not equivalent to an official Marriage Certificate (Buku Nikah), although a private document may have limited evidentiary value depending on the context and legal assessment. Civil liability, consumer protection consequences, or criminal liability cannot be established solely from the existence of an online service advertisement; each must be assessed according to the elements and evidence required under the relevant legal framework. This article contributes a typology of services and a matrix of legal liability prerequisites that distinguishes promotional information from the actual provision of services.

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Introduction

The The development of information technology has expanded the ways in which people access and offer services. Through websites, service providers can publish information regarding the types of services offered, requirements, fees, and communication channels for prospective users without requiring an initial face-to-face meeting. These developments have also extended to the field of marriage, including the emergence of service offerings associated with the solemnization of unregistered marriages (nikah siri). This phenomenon warrants legal examination not merely because it takes place through the internet, but because the substance of the services offered may intersect with the state's authority over marriage registration and the protection of the rights of the parties involved.

Under the Indonesian legal system, marriage is associated with both religious dimensions and state administrative requirements. Article 2 of Law Number 1 of 1974 concerning Marriage, as amended by Law Number 16 of 2019, regulates the validity of marriage according to religious law and the obligation to register marriages in accordance with applicable laws and regulations. Marriage registration plays an important role in ensuring certainty regarding marital status and access to legal protection, including for women and children. For example, the study by Horii and Wirastri (2022) demonstrates that children born within unregistered marriages may encounter challenges concerning their legal and social status.

The issue becomes more complex when online service offerings contain not only general information but also offers to provide venues, marriage guardians, witnesses, individuals referred to as marriage officiants (penghulu), and the issuance of unregistered marriage certificates. The use of terms associated with official positions or legal authority may potentially create misunderstandings if they are not explained transparently. Nevertheless, legal assessment should not be based solely on promotional terminology. It is necessary to examine the identity of the parties concerned, the functions they actually perform, and whether they possess a valid legal basis for exercising such authority.

The object of this article is the webpage on nikahsiri.id entitled “Jasa Nikah Siri Probolinggo Cepat Melayani No 1 Amanah Terjamin,” available at https://www.nikahsiri.id/2018/11/nikah-siri-probolinggo.html.The webpage was accessed on August 15, 2026. The URL directory contains the year and month 2018; however, this alone does not establish the original publication date or prove that the content displayed at the time of access was identical to the content when it was first published. Accordingly, this article distinguishes between the year indicated in the URL, the documented access date, and the continued availability of the service offering at the time of the research.

Several previous studies have examined unregistered marriage services from different perspectives. Yamin (2021) investigated unregistered marriage services on the Jasanikahresmi.com website from the perspective of Islamic law. Prianjani, Sugeng, and Masri (2022) discussed online providers of unregistered marriage services, focusing on the Compilation of Islamic Law and the Marriage Law. Hendri, Shafra, and Na’ali (2023) examined the practice of unregistered marriage services in the Amanah Padang Facebook group from the perspective of Islamic matrimonial jurisprudence (fikih munakahat). Jatmiko and Ulfah (2025) investigated online unregistered marriages through the

hermeneutics of Islamic law, while Baihaqi et al. (2026) discussed the phenomenon of unregistered marriage services from the perspectives of Islamic law and positive law.

A comparison of these studies indicates that previous research has addressed diverse objects and focuses, including service-provider websites, social media groups, the validity of virtual marriage contracts, and the general phenomenon of unregistered marriage services. This article adopts a more specific scope by examining the content of service offerings on a single webpage of nikahsiri.id. Its focus is not to establish whether a marriage contract or transaction actually took place when such evidence is unavailable, but rather to assess the legal status of each service category and the prerequisites for the emergence of legal consequences. Accordingly, this article does not generalize that previous studies equate promotional activities with the actual solemnization of a marriage.

The novelty of this article is formulated in two aspects. First, it develops a typology of services that distinguishes supporting facilities, services involving official legal authority, the provision of private documents, and communication or consultation services. Second, it develops a liability-prerequisite matrix that connects the actions offered with the relevant legal provisions, the elements that must be established, and the limitations of the available evidence. This framework prevents the conclusion that all service offerings are automatically lawful or automatically constitute violations of the law.

Based on the foregoing discussion, this article addresses two research questions: (1) What are the forms and legal status of the unregistered marriage service offerings presented on the nikahsiri.id webpage? (2) Under what circumstances may the offering or provision of such services give rise to legal consequences for the website operator or service provider under Indonesian law?

Method

This study employs normative legal research, which examines legal norms, principles, and doctrines to provide a prescriptive assessment of legal issues. The approaches used are the statutory approach and the conceptual approach. The statutory approach is applied to examine regulations concerning marriage and marriage registration, the authority of wali hakim (state-appointed marriage guardians) and marriage officiants (penghulu), contractual agreements, consumer protection, and electronic transactions. The conceptual approach is used to elaborate on legal status, contractual relationships, liability, and the concept of legal consequences as proposed by R. Soeroso.

The primary legal materials consist of Law Number 1 of 1974 concerning Marriage, as amended by Law Number 16 of 2019; Government Regulation Number 9 of 1975; Presidential Instruction Number 1 of 1991 concerning the Compilation of Islamic Law; Minister of Religious Affairs Regulation Number 30 of 2024 concerning Marriage Registration; the Indonesian Civil Code; Law Number 8 of 1999 concerning Consumer Protection; and the Electronic Information and Transactions Law and its amendments. For the analysis of conduct allegedly occurring in 2018, the applicable electronic information and transactions provisions at that time are used, namely Law Number 11 of 2008, as amended by Law Number 19 of 2016. Subsequent legal amendments are discussed as part of the legal context at the time of this research and are not applied retroactively.

Secondary legal materials consist of relevant legal books and scholarly articles, while tertiary legal materials include dictionaries and other supporting sources used to explain

legal terminology. A single webpage from nikahsiri.id was selected purposively because it directly contains service offerings relevant to the research focus. Limiting the object to one webpage allows the analysis to remain focused on a documentable subject. Consequently, the findings are not intended to represent the entire content of the website, all service providers, or the general practice of unregistered marriage services.

Legal materials were collected through library research and documentary research. The webpage was documented through screenshots, which were compiled in the research materials appendix. The specific URL was recorded as previously stated. The available evidence does not include independent verification of the original publication metadata, the webpage's revision history, the operator's identity, or a dated web archive. Therefore, the year 2018 appearing in the URL directory is not treated as conclusive evidence of the original publication date.

The analysis was conducted qualitatively and prescriptively through the following stages: (1) identifying the statements and categories of services published on the webpage; (2) interpreting legal provisions grammatically and systematically, particularly those concerning official authority, contracts, consumer protection, and criminal offenses; (3) applying the relevant legal provisions to each service category; and (4) developing a matrix of legal-consequence prerequisites by distinguishing facts evident in the documents from operational facts that remain unverified. R. Soeroso's concept of legal consequences is used to examine the relationship between legal acts or events, the governing legal norms, and the consequences that may arise.

Results

Forms of Service Offerings and Limitations of Information on the nikahsiri.id Webpage

The webpage under examination contains service offerings directed at prospective users in Probolinggo and its surrounding areas. Based on the webpage description and the documentation included in the thesis materials, the categories of services offered include the provision of a venue or location for the marriage ceremony, a substitute guardian referred to as wali hakim, two witnesses, an individual referred to as a marriage officiant (penghulu), the preparation of an unregistered marriage certificate, consultation, scheduling arrangements, and the possibility of communication or the solemnization of the marriage through a video application. The webpage also specifies identity requirements and information concerning the prospective couple, as well as a payment mechanism that, according to the website operator, takes place after the marriage ceremony.

These details constitute claims or representations published by the webpage operator. The available documents do not establish that the services were actually provided, that the individuals mentioned performed their respective roles, or that prospective users made any payments. Similarly, the inclusion of a contact number is insufficient to legally identify the individual or entity operating the website. These limitations are important to ensure that promotional content is not mistakenly treated as evidence of actual service provision.

Table 1. Categories of Service offering and Evidentiary Limitations

Service category	Information presented on the webpage (paraphrased)	Documentary evidence	Evidentiary limitations
Marriage venue	A venue is provided, or the service provider can be requested to attend a house, hotel, restaurant, or mosque; fees depend on the location and facilities.		Does not establish that a venue was actually provided or that a marriage ceremony took place.
Marriage guardian (wali)	Offers a substitute guardian or an individual referred to as wali hakim		Does not establish the identity, legal status, or authority of the individual concerned.
Witnesses	Offers two witnesses and specifies certain criteria for them.		Does not establish the actual attendance of witnesses or whether the legal requirements for witnesses were fulfilled in a real event.
Marriage officiant (penghulu)	Offers an individual referred to as a penghulu and describes their experience or religious knowledge.		Does not establish official status as a penghulu or Marriage Registrar (Pegawai Pencatat Nikah), nor any administrative authority.
Unregistered marriage certificate	Offers the preparation of a certificate or written statement following the ceremony; the webpage distinguishes this document from an official Marriage Certificate (Buku Nikah).		The document is not equivalent to an official Marriage Certificate; its contents and evidentiary value as a private document must be assessed separately.

Consultation and communication	Provides consultation, contact details, prospective couple requirements, and video communication options.		Does not establish that consultation or an online marriage ceremony actually took place.

Legal Status of Each Service Category

Supporting services: venues, scheduling arrangements, and consultation

The provision of venues, scheduling arrangements, and consultation may, in principle, be carried out by private parties as supporting services. However, this does not mean that service providers acquire the authority to validate or register a marriage. Under the Marriage Law and Government Regulation Number 9 of 1975, marriage registration must be carried out through authorized officials in accordance with applicable provisions. Therefore, providing a venue or administrative assistance does not transform an unregistered marriage into a marriage that has been officially registered.

Offers of marriage guardians and distinctions in legal authority

The term wali hakim must be used carefully. Under Indonesian positive law, a wali hakim is an official who obtains authority based on the procedures and appointments prescribed by applicable regulations. Such authority is not automatically vested in an individual merely because their services are offered by a service provider. Minister of Religious Affairs Regulation Number 30 of 2024 regulates wali hakim, including provisions concerning their appointment under Article 13. Accordingly, the assessment must focus on the identity of the individual concerned, their official status, the legal basis for their appointment, and whether the circumstances permitting the use of a wali hakim have been fulfilled.

The analysis must also distinguish between a state-appointed wali hakim, a wali nasab (marriage guardian from the bride's paternal lineage), a delegated guardian (wakil wali), and a wali muhakkam as discussed in Islamic jurisprudence. The phrase "substitute guardian" in an advertisement is insufficient to determine which legal category is intended. Without evidence concerning the individual's identity and actual conduct, it would be inappropriate to conclude that the service provider has exercised or falsified the authority of a wali hakim. At this stage, the appropriate conclusion is that the offer raises an issue of legal authority that requires verification if the service is actually performed.

Witnesses and individuals referred to as marriage officiants

The offer to provide two witnesses must be assessed against the applicable requirements for witnesses under marriage law and relevant Islamic law, rather than merely on the basis of the promised number of individuals. The webpage does not establish that particular witnesses were present, were aware of the marriage contract, or fulfilled the applicable requirements.

The term penghulu must also be distinguished between an official position within marriage administration and a religious figure or individual who leads a religious ceremony

in a non-administrative capacity. Minister of Religious Affairs Regulation Number 30 of 2024 assigns marriage registration functions to authorized marriage registration officials in accordance with applicable provisions. An individual who leads a private religious ceremony does not automatically possess the authority of a Marriage Registrar (Pegawai Pencatat Nikah). Nevertheless, the use of the term penghulu in an advertisement alone does not establish a false claim concerning official status. Such an assessment requires consideration of the wording and context of the advertisement, the identity of the individual concerned, and the actions actually performed.

Unregistered marriage certificates as private documents

An unregistered marriage certificate prepared by a private party cannot be equated with an official Marriage Deed (Akta Nikah) or Marriage Certificate (Buku Nikah) issued through the formal state registration mechanism. Such a document does not confer the same administrative status and cannot replace official marriage registration. Nevertheless, it would also be inaccurate to claim that a private document has absolutely no evidentiary value. Its evidentiary value depends on its origin, signatures, contents, acknowledgment by the parties, and the assessment of evidence in the particular legal proceedings. Accordingly, information provided to prospective users should clearly explain the distinction between private documents and official state-issued documents.

Discussion

Matrix of Prerequisites for the Emergence of Legal Consequences

R. Soeroso's concept of legal consequences is used to explain that legal consequences arise when an action or event fulfills the conditions prescribed by a legal norm. In this case, the publication of service offerings serves as the starting point for identifying the relevant conduct. However, it is insufficient on its own to establish the existence of a contractual relationship, consumer loss, or a criminal offense. The application of this concept is formulated in the following matrix.

Table 2. Matrix of Legal Consequenses Prerequisites

Legal domain	Applicable norms and issues examined	Prerequisites that must be established	Conclusion based on the available documents
Civil law—contracts	Articles 1320 and 1337 of the Indonesian Civil Code; whether there is an agreement supported by a lawful cause.	Identity of the parties, offer and acceptance, agreement on the object and price, legal capacity, and lawful cause.	The webpage presents service offers and a payment mechanism according to the operator's statement, but does not establish acceptance of an offer or the existence of a specific contract.
Civil law—breach of contract	Article 1243 of the Indonesian Civil Code.	An enforceable agreement, failure to fulfill an obligation, default in accordance with applicable provisions, and compensable loss.	There is no available evidence of a contract, breach of contractual obligations, or loss suffered by a user.

Civil law—unlawful act	Article 1365 of the Indonesian Civil Code.	An unlawful act, fault, loss, and a causal relationship.	The promotional content alone does not establish all these elements.
Consumer protection	Law Number 8 of 1999 concerning Consumer Protection, including information obligations and prohibitions against misleading offers or advertisements, as well as provisions on compensation and business liability.	Qualification as a business operator, the form of information or advertising, violation of relevant obligations or prohibitions, the relationship with consumers, and proof of loss for compensation claims.	Information obligations may be assessed based on the promotional materials, while compensation claims require proof of the relevant elements and loss. The disclaimer stating that the document is not an official Marriage Certificate (*Buku Nikah*) must also be considered.
Criminal law—electronic information	Article 28 paragraph (1) of the Electronic Information and Transactions Law, according to the version applicable at the time of the conduct, together with the relevant penalty provisions.	The elements of the offense, the false or misleading nature of the information, intent or other required mental elements, an electronic transaction, material loss suffered by consumers, and the causal relationship required by the statutory provision.	There is no evidence establishing the perpetrator's identity, an electronic transaction, consumer loss, or the required mental elements. An advertisement alone is insufficient to establish a criminal offense.

Legal Consequences under Civil Law

Article 1320 of the Indonesian Civil Code establishes four requirements for a valid contract: consent, legal capacity, a specific subject matter, and a lawful cause. In the context of service offerings published on a website, service information may form part of the offer process. However, the formation of a contract must be assessed based on the actual communications and specific agreement between the parties. Since the research documents do not contain correspondence, acceptance of an offer, an agreed price, or payment by any particular user, it cannot yet be concluded that a specific contract was formed.

If the existence of a contract is established, its lawful cause must be examined under Article 1337 of the Indonesian Civil Code. An agreement to provide venue facilities or consultation services does not automatically involve an unlawful cause. Conversely, if the actual object or contractual performance involves assuming the authority of an official without a legal basis, this may raise questions concerning the lawfulness of the contractual cause and the validity of the agreement. Such an assessment cannot be based solely on the service label; the substance of the contractual obligation and its actual performance must be established.

Breach of contract under Article 1243 of the Indonesian Civil Code must be distinguished from an unlawful act under Article 1365 of the same Code. A breach of contract requires the existence of a contractual relationship and the failure to fulfill a binding obligation. Meanwhile, a claim based on an unlawful act requires proof of an unlawful act, fault, loss, and a causal relationship. These two legal grounds must not be conflated. In the present research object, there is insufficient evidence to conclude that a breach of contract or an unlawful act has occurred.

Legal Consequences under Consumer Protection Law

Law Number 8 of 1999 concerning Consumer Protection regulates consumers' rights to accurate, clear, and honest information, as well as business operators' obligations to provide accurate information. Article 7 stipulates the obligations of business operators, while Article 8

contains specific prohibitions concerning the production or trade of goods and services that do not comply with applicable requirements. Provisions concerning liability and compensation, including Articles 19 and 20, must be applied in accordance with the subjects and conduct regulated by those provisions.

Consumer protection analysis should not be oversimplified by asserting that liability can arise only after a consumer has entered into a transaction and suffered a loss. Information obligations and prohibitions against misleading advertisements can be examined independently. Meanwhile, a claim for compensation requires an appropriate legal basis, a relevant legal relationship, and proof of loss as prescribed by the applicable provisions. Therefore, promotional materials concerning the status of marriage guardians, marriage officiants, and the legal standing of unregistered marriage certificates must be assessed in terms of their clarity, accuracy, and potential to mislead consumers.

The webpage under examination contains a statement that an unregistered marriage certificate is not an official Marriage Certificate (Buku Nikah) and does not possess the same legal force under positive law. This statement must be taken into account when assessing the promotional materials as a whole. The existence of a disclaimer does not automatically eliminate all liability if other parts of the advertisement are proven to be misleading. Nevertheless, the disclaimer must not be disregarded when evaluating whether information about the document was disclosed transparently.

Legal Consequences under Criminal Law and Temporal Considerations

The offering of unregistered marriage services cannot immediately be classified as a criminal offense merely because the services relate to marriages that are not officially registered. However, this does not mean that every form of service offering is necessarily free from criminal implications. Each alleged offense must be examined based on its statutory elements, the nature of the conduct, the required fault or mental elements, the available evidence, and the consequences prescribed by law.

One relevant provision to be examined is Article 28 paragraph (1) of the Electronic Information and Transactions Law, which concerns the dissemination of false statements or misleading information that results in material losses to consumers in electronic transactions. Its application requires proof of every element stipulated in the provision, including the nature of the information, the electronic transaction, the material loss suffered by consumers, and the causal relationship between the information and the loss. False claims concerning official status may constitute an issue requiring further investigation if supported by evidence. However, the terminology used on a promotional webpage alone does not establish that the offense has been committed.

The tempus delicti (time of the alleged offense) is also decisive in determining which law may be applied. If the conduct being assessed actually occurred in 2018, the analysis must refer to the criminal provisions applicable at that time, including Law Number 11 of 2008, as amended by Law Number 19 of 2016, while taking into account the statutory wording and penalty provisions in force at the relevant time. Law Number 1 of 2024 constitutes the second amendment to the Electronic Information and Transactions Law, while Law Number 1 of 2023 is the Indonesian Criminal Code. Law Number 1 of 2026 is entitled the Criminal Law Adjustment Law (Penyesuaian Pidana) and does not constitute a separate Criminal Code. More recent provisions must not be applied retroactively automatically; where relevant, transitional provisions and the principle of applying more favorable criminal provisions must be examined.

In this study, the year 2018 appears only in the URL directory. No independent metadata or archived record is available to confirm the original publication date or the version of the webpage's content in that year. Therefore, the discussion of the applicable law in 2018 is presented

conditionally: the legal provisions in force in 2018 are relevant if it can be established that the conduct under examination actually occurred during that year. The access date of August 15, 2026, must not be equated with the original publication date.

Synthesis from R. Soeroso's Perspective

Through R. Soeroso's concept of legal consequences, the analysis of unregistered marriage service offerings is conducted by connecting conduct, legal norms, and consequences. The first stage involves identifying the conduct evident in the documents, namely the publication of various service categories. The second stage involves determining the legal norms governing each category, such as provisions on the authority of wali hakim and marriage registration, contractual requirements, consumer information obligations, and specific criminal prohibitions. The third stage involves examining whether the available facts fulfill the prerequisites established by those norms, thereby allowing the relevant legal consequences to be determined.

The examination indicates that the legal status of the services varies. Venue facilities and consultation services may, in principle, be provided by private parties, provided that they do not contravene applicable laws. Offers involving wali hakim and marriage officiants require verification of the relevant authority but do not, by themselves, establish an abuse of authority. An unregistered marriage certificate prepared by a private party is not an official marriage registration document, although its private evidentiary value cannot be categorically disregarded. Meanwhile, civil liability, consumer protection consequences, and criminal liability each require an assessment of their respective legal elements.

Accordingly, the analytical contribution of this article does not lie in asserting that all service offerings on the website constitute legal violations. Rather, it provides a typology of services and a matrix of liability prerequisites. This framework ensures that the conclusions remain proportionate to the available evidence: publication may indicate the existence of a service offer, but it does not automatically establish the identity of the operator, the existence of a transaction, the actual provision of services, the occurrence of loss, or the commission of a criminal offense.

Conclusion

First, the nikahsiri.id webpage examined in this study contains offers to provide a marriage venue, a substitute guardian or an individual referred to as wali hakim, two witnesses, an individual referred to as a marriage officiant (penghulu), an unregistered marriage certificate, consultation, scheduling arrangements, and the possibility of communication or the solemnization of a marriage through video media. The legal status of each service must be distinguished. The provision of venues, scheduling arrangements, and consultation may be classified as supporting services, provided that they do not contravene applicable laws. Offers involving a wali hakim and marriage officiants must be examined based on the legal status and authority of the individuals concerned. An unregistered marriage certificate issued by a private party is not equivalent to an official Marriage Certificate (Buku Nikah), although it may have limited evidentiary value depending on the circumstances.

Second, based on R. Soeroso's concept of legal consequences, the publication of service offerings is insufficient to establish the legal liability of the website operator or service provider. Under civil law, it is necessary to establish the formation of a contract, the lawfulness of its cause, a breach of contract, or the elements of an unlawful act. Under consumer protection law, the status of the business operator, compliance with information obligations and advertising prohibitions, and the elements of loss must be examined when

seeking compensation. Under criminal law, each alleged offense must be assessed based on its statutory elements and the law applicable at the time the conduct occurred. The available documents do not establish the identity of the website operator, the existence of a transaction, the actual provision of services, consumer loss, or the fulfillment of the elements of a criminal offense.

This study is limited to a single webpage and the available documentation. The access date recorded in the research materials is August 15, 2026, whereas the original publication date and the webpage's revision history have not been verified through independent metadata or web archives. Therefore, the findings cannot be generalized to the entire website or to the overall practice of unregistered marriage service providers.

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