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Transfer of Land Rights as Wedding Gifts According to Customary Law of the Bugis Tribe in Polewali Mandar (Transfer of Land Rights as a Wedding Gift According to Bugis Tribe Customs in Polewali Mandar)

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Abstract: In the Bugis tribal tradition, weddings typically require significant financial contributions from the groom, including panaiq money (wedding reception expenses), dowry or sompa, and gifts in the form of movable and immovable property. These gifts, such as rice fields, gardens, ponds, houses, coconut trees, and similar assets, are intended to serve as a source of livelihood for the newlyweds. Immovable property gifts, particularly land, are customarily transferred through private gift letters rather than formal deeds of gift. These private gift letters generally lack strong and definitive legal force, rendering them weak when compared to authentic documents of rights transfer, especially certificates that serve as evidence of ownership. This study employs both literature review and interview methods. The primary data source is the decision of the Polewali District Court, Case Number 32/Pdt.G/2024/PN POL, concerning a land dispute over property granted as a traditional Bugis wedding gift. The findings of this research indicate that the judge at the Polewali Mandar District Court ruled in favor of the family who granted the land as a wedding gift. The court recognized the validity of an authentic legal document, specifically a Deed of Will, over the private gift letter traditionally used in such transactions.

Keywords: Bugis Traditional Marriage, Transfer of Land Rights, Grants

INTRODUCTION

Marriage is a good thing to prevent humans from committing vile and evil acts which are completely undesirable by the syara', as mentioned in the hadith of Rasulullah SAW which means "O young men, whoever among you can marry, then let him Marry. By getting married he is better able to subdue his views and desires and can protect his private parts. And whoever cannot afford it, let him fast. Because fasting can be a shield for him." (HR. Bukhori-Muslim).

Law Number 1 of 1974 concerning Marriage which has been amended by Law Number 16 of 2019, Article 1 explains that marriage is a physical and spiritual bond between a man

and a woman as husband and wife to form a happy and eternal family (household) based on Belief in the one and only God. Furthermore, Article 2 paragraph (1) explains that marriage is valid if it is carried out according to the laws of the respective religions and beliefs of the bride and groom.

To fulfill this, especially in Indonesia, marriage must be carried out legally, in the sense of being legal according to religion and legal according to the positive law that applies in Indonesia, and even better if it is carried out according to the customs of each tribe so that it can be said that the validity of a marriage can be seen from fulfilling the pillars of *syara'* and the accompanying obligations which have been regulated by *syara'*, the customs of each tribe and which must be under the positive law in force in Indonesia.

One of the wedding customs that is the object of this research is the wedding custom of the Bugis tribe in Polewali Mandar. This wedding custom is interesting to discuss because in general, a man who wants to marry a girl of his choice has to face various stages of pre-wedding activities and stages or procedures for carrying out a wedding, all of which have the consequence of high wedding costs in Polewali Mandar which must be borne by men's side.

In general, the activities for carrying out traditional Bugis weddings include:

- 1) The pre-wedding stages include the activities of *mabbaja laleng*, *mappesseq-pesseq*, *mammanuq-manuq*, *madduta*, *mappasianrekeng* (tying promises related to the marriage *pattanraq esso*, *dui menreq* (determining the amount of *panaiq* money), and *Sompa*/dowry)..
- 2) "Mappenre Balanca" event or handing over of "Panaiq Money" (spending money for the bride's wedding reception).
- 3) The wedding ceremony is accompanied by the presentation of *Sompa* (dowry money). The place for the wedding ceremony (wedding contract) is usually held at the bride's family. The dowry or *Sompa* is usually determined in *Riyal* and paid in *Rupiah* according to the *Riyal* to *Rupiah* exchange rate in effect at the time of the wedding (see Table 1 above). A *KUA* officer usually leads the wedding ceremony with the approval/request of the bride's family.
- 4) The marriage contract can also be carried out at the *KUA* (Religious Affairs Office) of the Ministry of Religion of the Republic of Indonesia.
- 5) The cost of the wedding reception depends on the amount of money of the person and the invited family. Apart from being carried out by the bride's side, the wedding reception is also carried out by the groom's family at their own expense (not included in the *panaiq* money). The venue for the wedding reception is usually held in a rented building and can also be at the bride and groom's respective homes by renting a "tunnel tent".
- 6) *Mapparola* or *Marrola* is a return visit from the bride to the groom's family (especially the groom's parents). This tradition is full of friendship and is accompanied by the giving of various gifts, especially in the form of immovable objects such as rice fields, gardens, ponds, houses, coconut trees from the groom's parents to the bride, which are intended as a source of livelihood for the bride and groom's household. This is a custom that must be fulfilled by the groom's family. Until now, there are still many transfers of rights to grant awards that are only carried out privately.

Especially for families who are financially incapable, or the man marries a widow and is financially incapable, the stages above do not apply, except for the *madduta* stage, paying the dowry money and carrying out the Marriage Contract (*ijab qabul*) at the *KUA* (Office of Religious Affairs) Ministry of Religion of the Republic of Indonesia.

Formulation of the problem

How can the marriage dowry in the Bugis tribe's customary law in Polewali Mandar also be included in the legal act of transferring land rights?

Literature review

Stages in Bugis Traditional Marriage (Muhammad Tang, 2017)

In Bugis tribal customs, before carrying out a marriage several stages must be passed, these stages are interrelated with each other, namely:

1. Mabbaja laleng

Mabbaja laleng means opening the way. This means that before the man proposes to his prospective wife, various approaches are carried out to get to know the prospective wife better both in terms of her physical appearance and character. Usually the groom's parents or family first bring the groom to the prospective bride's house, then if she is considered worthy or suitable to marry, the next stage is carried out.

2. Mappesseq-pesseq

Mappesseq-pesseq means seeking further information about the prospective bride, especially regarding her status. Has anyone proposed or not, or has the person concerned been matched with someone else or not?

3. Mammanuq-manuq

Usually the person who comes to mammanuq-manuq is the person who comes to mappesseq-pesseq so that it is easier to connect the initial discussion with the second discussion. At this stage there has been an initial discussion about the dowry and sompa money but the amount and amount have not been agreed upon.

4. Madduta

Madduta is a proposal process that is already open by bringing an official envoy from the man's family to the woman's house. At this stage usually the woman also presents her family and relatives.

Madduta or in the term of munakahat fiqh called Khitbah is a request from a man to marry a certain woman, by notifying the woman or her guardian directly or through her family. Khitbah is nothing other than an agreement to marry so that both parties are not allowed to mingle except to the extent that is permitted by sharia. The wisdom of Khitbah includes;

- a) A way to get to know each other between prospective husband and wife,
- b) A way to find out the nature, morals and tendencies of each prospective husband and wife,
- c) A way to reach an agreement between both parties towards the formation of a happy household (N. Burhanuddin, 2006)

5. Mappasianrekeng

Mappasianrekeng means to bind strongly, meaning that both parties together make a strong promise on the agreement that has been pioneered previously. At this stage, everything related to the wedding will be decided:

- a) Tanraq esso or determination of the day
- b) Dui menre/dui balanca or shopping money
- c) Sompa or dowry or dowry (Salahuddin Al Habibi, 2017)

In the implementation of Bugis traditional weddings, there are 3 (three) types of gifts or offerings from the groom's family to the bride's family and this is a burden borne by the groom's family.

Chart 1. Cost Diagram from the Groom's Party

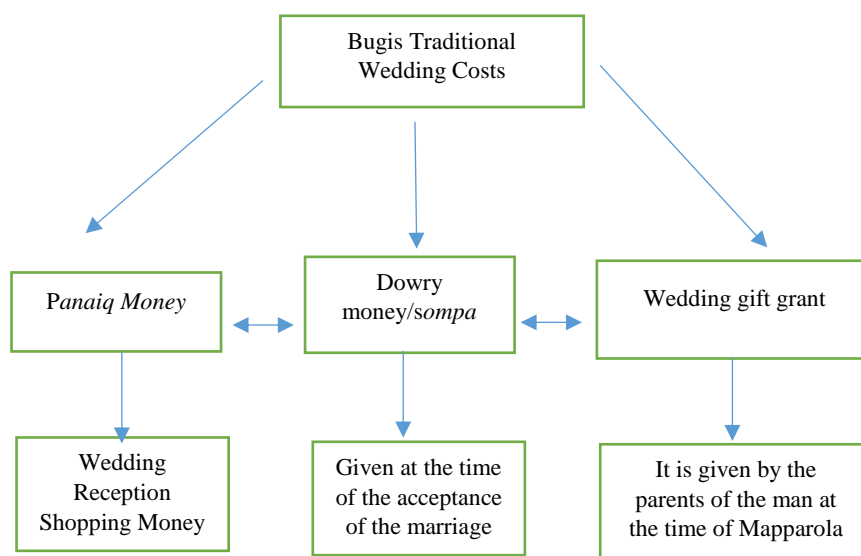


Diagram Explanation

Panaiq money or wedding reception spending money from the bride's party which is borne by the groom's party. "Panaiq money" or spending money in the implementation of the wedding reception, in the form of movable goods, such as money, gold, cars, livestock, rice, and so on.

Mahar or Sompa money must be given by the groom to the bride, the amount of which is under the social strata of the bride's party. Mahar has its own very deep meaning and has wisdom as a sign that a woman or prospective wife should be honored. Mahar must be given sincerely and honestly and is intended to honor a female prospective wife. See the list of dowry/sompa money classifications in Table 1. Article 30 of the Compilation of Islamic Law (KHI) states that the prospective groom is obliged to pay a dowry to the prospective bride, the amount, form, and type of which are agreed upon by both parties. Furthermore, Article 1 sub d KHI provides an understanding that dowry is a gift from the prospective groom to the prospective bride, either in the form of goods, money, or services, which do not conflict with Islamic law, Article 33 KHI states that dowry must be paid in cash. The provision of dowry by the prospective husband to the prospective wife must be per the prospective husband's ability and is one of the requirements for a valid marriage so the law is mandatory and is the right of the wife. Muh Tang defines "Mahar" as property that is the right of the wife from her husband with the existence of a "marriage contract" (Muhammad Tang, 2017). According to the Big Indonesian Dictionary, "Mahar" is defined as a mandatory gift in the form of money or goods from the groom to the bride when carrying out a marriage contract. Dowry money or sompa in the Bugis tribe's wedding customs is an "Offering" symbolized by Riyal or Rella money (the name for Portuguese money that was valid in ancient times) then also called Kati (the name for ancient money). Riyal/Rella or Kati (Muhammad Tang, 2017) is determined based on the "social status" of the woman. "Sompa" or "dowry" or "dowry" in the Bugis wedding customs is a must and a provision that must be followed according to a person's social status (Muhammad Tang, 2017). The amount of sompa is determined based on the class or level of the woman, the classification of sompa among the Bugis tribe is not always the same in its use, there is in the form of Riyal, there is also in the form of Rella and there is in the form of Kati. However, currently, the Riyal is more often used to facilitate conversion into Rupiah (converted and paid in Rupiah). The list of sompa classifications in Bugis wedding customs is as follows (Muhammad Tang, 2017)

Table 1. List of Classifications of Dowry Money

No	Social Strata	Ammount	Types of Money
1	Bangsawan Tinggi Bugis	88	Riyal/Rella
2	Bangsawan Menengah Bugis	44	Riyal/Rella
3	Arung Palili	40	Riyal/Rella
4	Tau Deceng	28	Riyal/Rella
5	Tau Merdeka	20	Riyal/Rella
6	Tau Hambah Sahaya	10	Riyal/Rella

Source : Muhammad Tang, 2017

Land grants as wedding gifts by the parents of the groom, after the wedding ceremony is finished, are usually carried out at the "marrola" or "mapparola" event (a return visit by the bride to the groom's parents' house. gifts in the form of immovable property are given after the wedding. The immovable property can be in the form of land such as gardens, rice fields, ponds, coconut trees, houses and so on, intended as a source of income for the lives of both husband and wife in the future. The grant of wedding gifts is only done underhand, so there is no strong evidence of the transfer of rights. In general, the activities of implementing Bugis traditional weddings include:

- 1) The pre-wedding stages include the activities of mabbaja laleng, mappesseq-pesseq, mammanuq-manuq, madduta, mappasianrekeng (making promises related to the pattanra esso of the wedding, dui' menre (determining the amount of dowry), and sompa).
- 2) The "Mappenre Balanca" event, namely the handover of dowry (money for the bride's wedding reception, the amount is according to the agreement of the families of both parties, currently ranging from IDR 100 million to IDR 300 million.
- 3) The handover of sompa is accompanied by the ijab qabul ceremony of the marriage contract which is usually determined in Riyals and paid in Rupiah according to the Riyal exchange rate in effect at the time of the wedding (see table 1 above).
- 4) The marriage contract or ijab qabul, is usually carried out by the KUA (Office of Religious Affairs) of the Ministry of Religious Affairs of the Republic of Indonesia, at the request of the bride's family. Usually held at the bride's house and can also be held at the local Religious Affairs Office (KUA) of the Ministry of Religious Affairs of the Republic of Indonesia.
- 5) At the Wedding Reception, the invited guests are mainly from their families, friends, colleagues, and office friends, the number of whom depends on the amount of dowry given by the groom. Usually the wedding reception is held twice, namely in addition to the wedding reception held by the bride's family, then the wedding reception is held by the groom's family. Usually the wedding reception is held in a rented building or it can also be held at the respective homes of the bride and groom by renting a "tunnel tent".
- 6) Mapparola or Marrola is a return visit from the bride to the groom's family (especially the groom's parents). The tradition is full of silaturrahim accompanied by various gifts, such as immovable objects such as rice fields, gardens, ponds, houses, and coconut trees from the parents of the groom to the bride, which are intended so that the gifts become a source of livelihood for the household of both brides. This is a custom that must be fulfilled by the groom's family.
- 7) Especially for financially disadvantaged families or the groom who marries a widow and is financially disadvantaged, the stages above do not apply, except for the madduta stage, paying the dowry and implementing the Marriage Contract (ijab

qabul) at the KUA (Religious Affairs Office) of the Ministry of Religion of the Republic of Indonesia.

In relation to the grant of a wedding gift in the form of land from the groom to the bride, usually in the implementation of the transfer of land rights is done underhand, so that it often causes civil law polemics in the future. The polemics that usually occur:

- 1) If the land grant as a wedding gift is not done authentically so that it often causes legal polemics
- 2) If the husband's parents (husband's father) who gave the land as a wedding gift have died and the children of the deceased seize and control the land given as a wedding gift
- 3) If a divorce occurs between the husband and wife who received the land given as a wedding gift, usually a lawsuit occurs through the courts
- 4) If the husband of the woman who received the wedding gift has died, usually the husband's family takes control of the wedding gift
- 5) If the husband and wife who received the land as a wedding gift have died, then the land given as a wedding gift is taken back by the groom's family.
- 6) If the inheritance of the deceased man's in-laws has not been divided, the land given as a wedding gift is taken back by the groom's family.

As a result of the above legal acts, usually the husband's (groom's) siblings physically regain control of the wedding gift, thus causing legal polemics and usually ending in a lawsuit between the wife who received the wedding gift land and the husband's (groom's) siblings.

- 1) Transfer of Land Rights and How to Acquire Them
- 2) The types of authentic Land Rights Transfer Deeds are as follows (Heru Prayitno and Hamdan Zoelva, 2023):
- 3) Sale and Purchase Deed is a Deed of transfer of rights made when the sale and purchase process occurs. In this case, the sale and purchase do not occur because only one party transfers the benefits, while the other party does not provide compensation for what has been received.
- 4) Grant Deed is a Deed of transfer of rights made by which a person hands over an item for free without being able to be withdrawn for the benefit of a person who receives the transfer of the property. In the context of the transfer of property, both movable and immovable, from the grantor to the recipient of the grant without receiving payment as an achievement for his actions. This usually happens because of something, such as a gift, gratitude, or a land gift in a marriage.
- 5) A Will Deed is a Deed made by the testator to give to one or more people who become the property left behind when he dies. The property in question can be movable or immovable. There are 3 (three) types of Will Deeds, namely Holographic Will Deeds, General Will Deeds and Secret Will Deeds. Holographic Will Deeds are those that must be written by hand and signed by the testator, then the will is deposited with a Notary. Then the Notary makes a Will Deposit Deed which must be signed by the testator and two witnesses. A General Will Deed is a letter or deed made before a Notary and two witnesses. A Secret Will Deed is a will made secretly without anyone knowing and then must be closed and sealed and stored by a Notary signed by four witnesses. The testator can write it himself or ask someone else to write his will.

Then, outside of the form of a Notarial Deed, the transfer of land rights also exists in the form of a private letter. A private letter is a letter, list, household affairs letter, and other writings made without the intermediary of a public official and does not have the strongest and fullest legal force.

According to Teuku Taufiqulhadi (Teuku Taufiqulhadi, 2024), a land grant should be made a certificate, so that its rights are more secure so that it cannot be taken back by the grantor. If the grantor has died, a certificate can no longer be made. Therefore, after receiving the gift land, the certificate must be taken care of immediately.

The existence of proof of ownership of land rights is a must as proof of the legal certainty that has been adopted so far. This is an obligation, considering the high level of risk that disputes can occur if there is no legal certainty which is a guarantee of ownership of an object. Conversely, if it is not done, it will make its status easy to be controlled by other parties illegally.

Legal proof of ownership of an object or property is an official document that lists the name of the owner of the object or property, such as ownership of land, buildings, gardens, rice fields, or ponds. All of them must have official documents that have valid legal force as proof that the person is the legitimate owner so that it can be inherited by his children and grandchildren in the future.

Land, buildings, gardens, rice fields, or ponds can be inherited or donated with the provision that it does not exceed the portion that should be obtained by the heirs (legitime portie). However, along the way, although the government issued regulations on land registration in 1997, there are still many people who have not registered their land ownership, so they do not have strong evidence to prove that the land, building, garden, rice field or pond is truly their legitimate property even though it is true that the property was obtained by them with a lawful cause.

There are several ways to obtain property rights according to Civil Law: (Subekti, 1995)

- 1) By recognition, namely obtaining and recognizing an object that has no owner, for example catching fish in the sea, hunting deer in the forest, etc.
- 2) By discovery, namely an object belonging to another person that is out of his control, for example an object falling on the road, or an object lost due to a flood, and so on, then these objects are found by someone who does not know the owner of the object.
- 3) By submission, namely property rights obtained by means of for example buying and selling, renting, granting, inheritance, etc.
- 4) By expiration, namely property rights obtained by expiration. The expiration of movable and immovable objects is not the same. The expiration of movable objects is 3 (three) years after he finds the object, and becomes his property, for example finding an object on the road and not knowing who the owner is, it will become his property after three years have passed. This is different from immovable objects which have an expiration period if they have a legal basis of 20 years and if there is no legal basis, then the expiration period is 30 years. The legal basis is a land certificate (SKT), which is then registered and then a certificate is issued which is strong evidence as proof of ownership of land rights.
- 5) By inheritance, property rights are obtained based on inheritance according to applicable inheritance laws. There are 3 applicable inheritance laws, namely Civil Inheritance Law, Islamic Inheritance Law and Customary Inheritance Law.
- 6) By way of creation, namely the creation of new goods that did not previously exist, for example the copyright of a painting, song, book, etc.
- 7) By way of accompanying/derivative, plants on the land are declared as accompanying objects of the land, so the person who buys the land also has the right to the plants on it (Abdulkadir Muhammad, 2000).

METHOD

The research method used is the interview technique with Bugis community leaders in Polewali Mandar, library research including books, dictates, scientific articles and research on the Decision of the Polewali Mandar District Court Number 32/Pdt.G/2024/PN.POL regarding the lawsuit of a plaintiff named "Hasma" as the recipient of a pond and coconut tree as a wedding gift.

RESULT AND DISCUSSION

Grant in the form of Pond Land as a Wedding Gift

The family of H. Andi Ibrahim, lives in Polewali Mandar and has 2 (two) children named Andi Suaib and Andi Wittoeng. Then H. Andi Ibrahim married his son named Andi Suaib to a girl named Hasma and gave Hasma a gift in the form of a pond of approximately 50 ares and 10 coconut trees and their fruits as provisions to support himself and his children in the future. This gift is referred to in Bugis Customary Law as one form of land grant as a wedding gift. Usually the gift can be in the form of land, buildings, rice fields, gardens or ponds for the household life of the child and son-in-law in the future. Until now, what still happens is that this gift is given after the marriage process has taken place, but is not registered for legalization. There are indications that the community assumes that ownership of the transfer or grant of land as a wedding gift is valid if it has gone through a marriage procession in terms of Bugis Customary Law.

Based on the Bugis custom, the family of the groom Andi Suaib, namely H. Andi Ibrahim, gave his son-in-law a piece of pond land measuring 50 are and 10 (ten) coconut trees in his garden. The granting of these assets was carried out based on a private gift letter called "Deed of Gift After Marriage Contract". While H. Andi Ibrahim was still alive, Hasma and her husband Andi Suaib lived as husband and wife, enjoying the results of the pond land and coconuts from the trees given for daily life.

After H. Andi Ibrahim passed away, a problem arose because the pond land which was a wedding gift was physically controlled by Andi Wittoeng who is the son of H. Andi Ibrahim and Andi Suaib's sister. Hasma as the daughter-in-law claimed that the pond land was hers as part of the gift for her after the wedding was over. Andi Wittoeng also claimed that the pond land was legally hers based on the "Will Deed" made before Notary/PPAT HJ PUSPAWATI, SH. Through the decision of the Minister of Justice of the Republic of Indonesia with Number: C-14 H.T. 03.01-TH.1993 dated September 6, 1993 is legally owned by Andi Wittoeng who is Andi Suaib's sister. The determination letter of the "Will Deed" is still valid and valid until now because it has never been legally cancelled, so it has binding legal force. Hasma did not accept this, she sued Andi Wittoeng to the Polewali District Court on April 18, 2024.

The transfer of ownership of the pond which was the object of discussion due to the marriage event occurred during the marriage stages after the *ijab qabul*, namely *Marrola* or *Mapparola*, where the woman's family visited and visited the groom's family. At that time, there was a transfer or assignment of ownership rights between the father-in-law and the daughter-in-law. When looking at the Customary Law of the Bugis tribal wedding procession, the transfer process has occurred and the transfer of ownership from the father-in-law to the daughter-in-law is valid. When looking at and examining Civil Law or Positive Law in Indonesia, after the customary procession has been completed, it is better for the giver and recipient of the grant to immediately face the Land Deed Making Officer (PPAT) as a public official who is authorized to make a valid and strongest and most complete Transfer Deed to immediately make a Grant Deed, so that later the ownership status can be raised from what was initially only customary to become a Freehold complete with a certificate. If the certificate has not been issued, then at least the previous stage, namely the

Deed of Grant which includes the name of the donor, recipient and object of the grant, can be made and owned, so that its administration can also be taken into consideration in issuing the certificate later.

Polewali District Court Decision Number 32/Pdt.G/2024/PN Pol decided to reject the lawsuit of "Hasma". One of the things that weakened the ownership position of Hasma and Andi Suaib over the pond land was the letter of gift of land in the form of a pond land based only on a private letter, which made it not comparable to the Will Deed stating Andi Wittoeng as the legal owner of the disputed object. Moreover, there is no legal certainty regarding the area and location of the pond that was allegedly given by H. Andi Ibrahim to Hasma.

This case also involves the National Land Agency of Polewali Mandar Regency as a Co-Defendant, because it processes the issuance of a certificate of ownership of the land that is the object of the dispute. The Plaintiff asked the Co-Defendant as the authorized government agency to determine the Plaintiff as the legal owner and issue a certificate of ownership in the name of the Plaintiff. The Plaintiff accused the Defendant of committing an unlawful act by controlling the land without permission and requested the issuance of a Certificate of Ownership in the name of the Defendant to the Co-Defendant. Both the Plaintiff and the Defendant are of the same opinion that they are the legal owners of the disputed object.

The dispute in this case shows the lack of socialization of land ownership rights owned by the community, especially those far from the capital. The Letter of Grant After Marriage Contract and the Land and Building Tax Payment Letter (PBB) cannot be perfect proof of ownership, so both the Plaintiff and the Defendant must each submit the strongest and most complete proof of ownership so that it is known who the legal owner of the disputed object is.

To prevent the incident of suing for a wedding gift in the form of pond land from happening again in the future, the recipient of the grant after receiving a decision from the land owner should immediately make a Deed of Grant, then register the land grant with the BPN (National Land Agency) to obtain a land certificate. The land grant should be given a certificate as a form of ownership rights so that its rights are more secure so that the grant in the form of a pond that has been given cannot be taken back by the grantor. If the grantor has died, a certificate can no longer be made. Therefore, after receiving the land as a wedding gift, the certificate should be taken care of immediately.

Transfer of Land Rights as Wedding Gifts

Transfer of land rights as wedding gifts can be done using a deed of gift. Land grants can come from gifts due to achievements obtained in a particular field and can also come from wedding gifts for the wife (woman) which can be inherited by their children later.

In a similar understanding, a land grant is a gift from one person to another without any replacement and is done voluntarily, without any counter-performance from the recipient of the gift. The gift is made while the grantor is still alive.

The existence of evidence of control of land rights is a must as evidence of the legal certainty that has been adopted so far. This is an obligation, considering the high level of risk that disputes can occur if there is no legal certainty which is a guarantee of ownership of an object (land). If proof of ownership of an immovable object (for example land) is not made legally (authentic), then the ownership rights are easy for other parties to control illegally.

Legal proof of ownership of an object or property is an official document that lists the name of the owner of the object or property, such as ownership of land, buildings, gardens, rice fields or ponds, namely a certificate. All of them must have an official document that has

valid legal force as proof that the person is the rightful owner so that it can be inherited by their children and grandchildren in the future.

The transfer of land rights according to Bugis customary law is still often found to be unwritten, so that proof of ownership is still not certified. This problem needs to be conveyed to help in recognizing and granting the rights of indigenous peoples, as well as to be able to reach a clear point and relationship between national law and customary law. Land grants as a Bugis customary wedding gift in Polewali Mandar, which is described in the form of giving a piece of pond land as a Bugis customary wedding gift in Polewali Mandar. The results of this study need to be informed because Bugis customary law has not been codified, although it is recognized that it needs to be maintained according to the national legal system which in its implementation requires a link between the unwritten and the written.

CONCLUSION

- 1) Bugis traditional weddings require quite high costs that must be borne by the groom, such as panaiq money or money for wedding reception expenses, dowry money or sompa and the provision of immovable property (grant) as a wedding gift. The gift can be in the form of rice fields, gardens, ponds, houses, coconut trees and so on, intended as a source of livelihood for both the bride and groom. The provision of immovable property (especially land) as a wedding gift is given or handed over based on a private land transfer deed, not an authentic deed in the form of a deed of gift, so that it does not have strong and full force in court. This will become a legal polemic in the future if it continues to occur.
- 2) After the determination of the provision of land in the context of a grant as a wedding gift, an authentic deed in the form of a deed of gift must be made immediately, not just a private deed of gift. It is also hoped that after having a grant deed, it will be registered with the National Land Agency to obtain a land certificate, so that the transfer of land rights from the grantor to the grant recipient is complete and safe, especially grants of immovable objects as a traditional Bugis Polewali Mandar wedding gift.

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