



## The Role of Wedding Gifts in Bugis Customary Law in Polewali Mandar as a Legal Mechanism for the Transfer of Land Rights

Nurul Firdaus<sup>1\*</sup>, Benny Djaja<sup>2</sup>

<sup>1</sup> Tarumanagara University, Jakarta, Indonesia, [nurul.217231058@stu.untar.ac.id](mailto:nurul.217231058@stu.untar.ac.id)

<sup>2</sup> Tarumanagara University, Jakarta, Indonesia, [benyd@fh.untar.ac.id](mailto:benyd@fh.untar.ac.id)

\*Corresponding Author: [nurul.217231058@stu.untar.ac.id](mailto:nurul.217231058@stu.untar.ac.id)

**Abstrak:** Mahar adalah salah satu bagian dari pelengkap sebuah peristiwa pernikahan dalam adat suku Bugis. Mahar ini dihadiahkan mempelai pria kepada mempelai wanita dimaksudkan sebagai sumber penghidupan kedua mempelai. Dalam pernikahan suku Bugis ada sebutan untuk uang panaiq atau uang belanja resepsi pernikahan dan ada uang mahar atau dowry. Keduanya ini dalam hukum merupakan bentuk dari hibah atau pemberian tanpa adanya balasan. Hibah sebagai hadiah pernikahan dapat berupa benda bergerak maupun benda tak bergerak. Benda bergerak antara lain uang, emas, seperangkat alat sholat atau mobil, sedangkan hibah benda tidak bergerak dapat berupa sawah, kebun, empang, rumah, pohon kelapa dan sebagainya. Umumnya, pemberian hibah benda tak bergerak (khususnya tanah) sebagai hadiah pernikahan diberikan atau diserahkan secara adat atau lisan. Kemudian jika secara tertulis maka hanya dalam bentuk surat hibah di bawah tangan, bukan akta autentik, sehingga membuatnya tidak mempunyai kekuatan hukum yang terkuat dan terpenuh. Penelitian ini dilakukan dengan menggunakan metode kepustakaan dan wawancara. Sumber data utama adalah putusan Pengadilan Negeri Polewali Nomor 32/Pdt.G/2024/PN POL atas sengketa tanah hibah sebagai hadiah pernikahan. Hasil penelitian berdasarkan putusan hakim Pengadilan Negeri Polewali Mandar memenangkan pihak tergugat sebagai pemegang akta autentik berupa Akta Wasiat.

**Kata Kunci:** Hibah, Hukum Adat, Mahar Perkawinan, Peralihan Hak atas Tanah, Suku Bugis

**Abstract:** Dowry is one of the components of a Bugis customary wedding ceremony. Dowry is given by man to woman as a source of livelihood for couple. In Bugis weddings, there is a term for the money used for wedding reception, called *uang panaiq*, and there is money for dowry, called *uang mahar* or dowry. Both are considered as grants or gifts without any expectation of return. Gifts for marriage can be in the form of movable or immovable property. Typically, transfers of immovable property, particularly land, as wedding gifts are conducted according to customary practices or communicated verbally. When documentation is provided, it is often limited to a handwritten letter rather than an authentic deed, which renders such transfers legally powerless and incomplete in formal validity. The main source of data is the Decision of the Polewali Court Number 32/Pdt.G/2024/PN POL on a dispute over land granted as a wedding gift. The results of the study based on the decision of the Polewali Mandar Regional Court judge ruled in favour of the defendant as the holder of an authentic deed in the form of a Deed of Will.

**Keywords:** Grants, Customary Law, Marriage Dowry, Transfer of Land Rights, Bugis Tribe

## INTRODUCTION

One of the customary laws that is the object of this research is the transfer of land rights as part of the dowry in Bugis traditional weddings in Polewali Mandar Regency. Generally, a wedding involves several stages and/or procedures, all of which result in high costs for Bugis traditional weddings in Polewali Mandar, which must be borne by the groom. The dowry can be in the form of movable or immovable property. In this case, the dowry is a gift of immovable property in the form of pond land, for which ownership rights are not yet firmly established (Wiwin and Saharuddin 2025).

Control of land rights must have evidence as a form of legal certainty that is adhered to in positive law so far considering the high level of risk that disputes can occur if there is no certainty and guarantee of ownership of an object or asset and will make its status easy to be controlled illegally (Syahril, Asriyani, and Krivins 2025) (Rusman 2020).

Community land ownership often becomes a problem and civil dispute, especially in terms of inheritance distribution and ownership rights to land inherited within the family (Wardani 2024). Disputes are prone to occur when heirs and recipients of grants disagree regarding the inheritance of someone who has died (Salsabilah, Azmi, and Mubarak 2025). One case that caught the author's attention was case number 32/Pdt.G/2024/PN.Pol which was decided by the Polewali District Court. In this case involved a dispute over pond land of approximately 50 ares and 10 coconut trees that had been donated due to a wedding procession which became the object of dispute between the Plaintiff named Hasma H, SE, SH (hereinafter referred to as "Hasma") and the Defendant named Andi Wittoeng.

The dispute in this case demonstrates the lack of public awareness of land ownership rights held by the community, especially those far from the capital (Agusta, Sajjad, and Azmi 2024). Cases concerning inheritance also occurred in Polewali Mandar, but the plaintiff who sued also suffered defeat. Post-Marriage Gift Letters and Land and Building Tax Payment Letters are not yet perfect proof of ownership, so both the plaintiff and defendant must each submit the strongest and most complete proof of ownership to determine who the legitimate owner of the disputed object is (Diningrat et al. 2024). This dispute reflects weaknesses in terms of public awareness of the protection of ownership rights to inherited land or land used as a dowry that falls into the category of gifts and the resolution of disputes involving families (Supriadi and Ridwan P 2023).

Polewali District Court Decision Number 32/Pdt.G/2024/PN Pol decided to reject Hasma's lawsuit. One of the things that weakened Hasma and Andi Suaib's ownership position over the pond was the letter giving the pond in private which made it invalid compared to the Deed of Will which stated Andi Wittoeng as the legal owner of the disputed object. Moreover, there is no legal certainty regarding the size and location of the pond that H. Andi Ibrahim apparently gave to Hasma H. and her children in the Letter of Gift After the Marriage Contract held by Hasma (Safitri, Nilfatri, and Haeran 2025).

To this day, land is still given as a gift during wedding ceremonies, often after the wedding but not registered for legalization and ownership (Avita, Idris, and Oktalita 2022). This is due to the public's belief that land given as a wedding gift is already valid due to the marriage contract and the marriage ceremony, as per Bugis customary law. To prevent future lawsuits regarding wedding gifts, the recipient of the gift after receiving the decision from the giver of the wedding gift should immediately make a Deed of Gift, then register the gifted land with the National Land Agency to obtain a land certificate. Teuku Taufiqulhadi, said that the gifted land should be certified, so that its rights are more secure, so that it cannot be taken back by the giver. If the giver of the gift has died, a certificate can no longer be made. The purpose of this study is to determine the wedding dowry in the Customary Law of the Bugis tribe in Polewali Mandar as a legal act of transferring land rights.

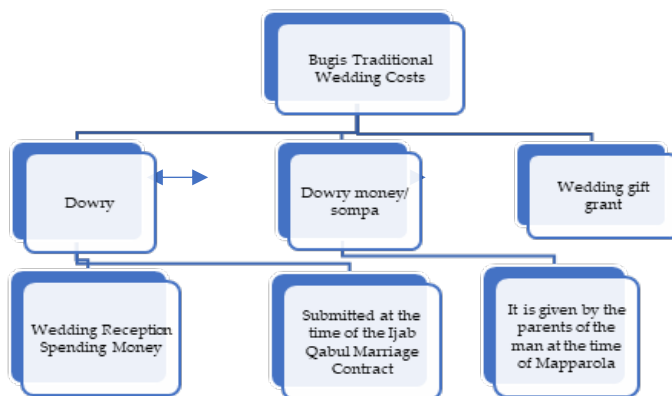
**METHODS**

The method used is a normative approach using a case study in the form of the Polewali District Court decision Number 32/Pdt.G/2024/PN Pol with descriptive analytical research specifications. The data collection technique uses literature studies and the data sources used in this study are secondary data. The object of the study is the phenomenon of control of objects whose transfer of land rights has not been certified. The case approach is carried out by examining cases related to the research material that have been decided by the court and have permanent legal force.

**RESULTS AND DISCUSSION**

**Stages in Bugis Traditional Marriage (Muhammad Tang, 2017)**

Diagram of the Handover of Marriage Burdens to the Groom.



**Image Explanation:**

The bride's dowry, or wedding reception expenses, is paid for by the groom's side. The "panaiq" or wedding reception expenses include movable property such as money, gold, a car, livestock, rice, and so on.

Dowry or Dowry money must be given by the groom to the bride in an amount according to the social strata of the bride's party. Dowry has its own very deep meaning, has wisdom as a sign that a woman or prospective wife should be honored. Article 30 of the Compilation of Islamic Law (KHI) states that the prospective groom is obliged to pay a dowry to the prospective bride whose amount, form and type are agreed upon by both parties. Furthermore, Article 1 sub d KHI provides the understanding that a dowry is a gift from the prospective groom to the prospective bride, whether in the form of goods, money, or services, which do not conflict with Islamic law, Article 33 KHI states that the dowry must be paid in cash. The provision of a dowry by the prospective husband to the prospective wife must be according to the prospective husband's ability and is one of the conditions for a valid marriage, so that the law is mandatory and is the right of the wife. Muh Tang defines "dowry" as property that is the right of the wife from her husband with the existence of a "marriage contract".

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 the marriage contract. Dowry money or dowry in Bugis 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). The amount of Riyal/Rella or Kati (Muhammad Tang, 2017) is determined based on the "social status" of the woman. "Dowry" or "mahar" or "dowry" in Bugis wedding customs is a necessity and a provision that must be

followed according to one's social status (Larasati, Adillah, and Listyawati 2022). The amount of dowry is determined based on the class or level of the woman's status, the classification of dowry among the Bugis tribe is not always the same in its use, there are in the form of Riyal, there are also in the form of Rella and there are in the form of Kati. However, the Riyal is currently more commonly used to facilitate conversion into Rupiah (converted and paid in Rupiah). The list of dowry classifications in Bugis wedding customs is as follows (Liu and Chen 2025).

**Table 1.** List of Dowry Classifications in Bugis Wedding Customs

No	Social Strata	Amount
1	Bugis High Nobility	88
2.	Bugis Middle Nobility	44
3	Palili River	40
4	You know Deceng	28
5	Know Freedom	20
6	Know Your Servant	10

Source: Muhammad Tang, 2017

Land as a wedding gift by the groom's parents, after the wedding ceremony is usually done at the "marrola" or "mapparola" event (a return visit by the bride to the groom's parents' house). The gift of immovable property is 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 future life of the husband and wife. The gift of a wedding gift is only done privately, so there is no strong evidence of the transfer of rights (Mansur et al. 2024).

In general, the activities involved in carrying out a Bugis traditional wedding include (Nugara and Ismail 2023):

- a. The pre-wedding stages include the activities of mabbaja laleng, mappesseq-pesseq, mammanuq-manuq, madduta, mappasianrekeng (making promises related to the wedding pattanra esso), dui' menre (determining the amount of the panaiq money), and dowry.
- b. The "Mappenre Balanca" event is the handover of the panaiq money (money for the bride's wedding reception, the amount of which is agreed upon by the families of the bride and groom, currently ranging from Rp. 100 million to Rp. 300 million).
- c. The marriage ceremony is accompanied by the handover of Dowry (dowry money). The wedding ceremony is usually held at the bride's family's residence. The dowry or Dowry is usually determined in Riyals and paid in Rupiah according to the Riyal-to-Rupiah exchange rate prevailing at the time of the wedding. The amount to be handed over will be adjusted according to the social strata classification as listed above. The marriage ceremony will be led by an Office of Religious Affairs (KUA) officer with the approval/request of the bride's family.
- d. At a wedding reception, guests are primarily invited from their families, friends, colleagues, and office colleagues, with the number depending on the size of the dowry paid by the groom. Typically, the wedding reception is held twice: one by the bride's family and another by the groom's family. The reception is typically held in a rented building or at the bride's home, often using a "tunnel tent."
- e. *Mapparola*Marrola is a return visit from the bride's family to the groom's family (especially the groom's parents). This tradition, which is steeped in friendship, is accompanied by various gifts, such as immovable property such as rice fields, gardens, ponds, houses, and coconut trees, from the groom's parents to the bride, intended to

provide a source of income for the couple's household. This is a custom that must be fulfilled by the groom's family.

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

Regarding the gift of land as a wedding gift from the groom to the bride, the transfer of land rights is usually carried out undercover, often giving rise to civil law controversy later on (Nur Hidayah, Istianah Inayah, and Wahyuni Idrus 2022). The controversy that usually arises is:

- a. If the land grant as a wedding gift is not done authentically, it often gives rise to legal polemics.
- b. If the husband's parents (husband's father) who gave the land as a wedding gift have died and the deceased's children seize and control the land as a wedding gift
- c. If a divorce occurs between a husband and wife who received land as a wedding gift, usually a lawsuit will be filed in court.
- d. If the husband of the woman who received the wedding gift has died, usually the husband's family takes back control of the wedding gift.
- e. If the husband and wife who received the land as a wedding gift have died, the land as a wedding gift will be reclaimed by the groom's family.
- f. If the deceased man's in-laws' inheritance has not been divided, the land given as a wedding gift is taken over by the groom's family.

As a result of the legal action mentioned above, usually the husband's (groom's) siblings physically regain control of the wedding gift, thus giving rise to legal polemics and usually ending in legal action to sue between the wife who received the land as a wedding gift and the husband's (groom's) siblings.

### **Transfer of Land Rights and How to Obtain It**

Legal certainty requires legal regulation efforts in legislation made by authorized and authoritative parties, so that these regulations have a legal aspect that can guarantee the certainty that the law functions as a regulation that must be obeyed (Puyu et al. 2023). According to National Land Law, the forms of transfer of land rights consist of sale and purchase, inheritance, will, grant, waqf, company income, merger/amalgamation of companies/cooperatives, exchange, distribution of joint assets. All of these are land rights for which a transfer deed can be made. Except for every sale, exchange, grant, gift with a will, and other acts intended to directly or indirectly transfer ownership rights to foreigners, to a citizen who in addition to Indonesian citizenship has foreign citizenship or to a legal entity, except those determined by the government, as referred to in Article 21 paragraph (2) is void, because the law and the land fall to the state, with the provision that the rights of other parties who burden it remain in effect and all payments that have been received by the owner cannot be claimed back (Safitri et al. 2025). Ownership Rights are hereditary, strongest and most complete land rights that can be owned by a person on land based on Article 6 of Law Number 5 of 1960 concerning Basic Agrarian Principles. Hereditary means that ownership rights to land can continue as long as the owner is still alive and if the owner dies, then ownership rights can be continued by his heirs as long as they meet the requirements as a subject of ownership rights (Syahril et al. 2025). The types of authentic Land Rights Transfer Deeds are as follows (Haif et al. 2025):

- a. A deed of Sale and Purchase is a deed of transfer of rights drawn up during a sale or purchase. In this case, a sale or purchase does not occur because only one party transfers

- the benefit, while the other party does not provide compensation for what they have received.
- b. A deed of Gift is a deed of transfer of rights made by someone who hands over an item free of charge without any revocation for the benefit of someone who receives the transfer of the property. In the context of the transfer of property, whether movable or immovable, from the grantor to the grantee without receiving payment as a performance of his actions. This usually occurs for a reason, such as a gift, gratitude, or land gift in a Bugis traditional wedding.
  - c. A will is a deed made by a testator to give to one or more people the property he left behind upon his death. A will can cover a portion of the property, approximately 30%. The property in question can be movable or immovable. A holographic will is one that must be written in full by hand and signed by the testator, then the will is deposited with a notary. The notary then makes a will deposit deed which must be signed by the testator and two witnesses. A general will is a letter or deed made before a notary and two witnesses. A secret will is a will made secretly without anyone's knowledge and must then be closed and sealed and kept by a notary with the signatures of four witnesses. The testator can write the will himself or have someone else write the will.

Beyond notarial deeds, land transfers also occur in private letters. Private letters are letters, lists, household documents, and other writings drawn up without the intermediary of a public official and do not have the strongest and fullest legal force.

A grant is an agreement whereby the grantor during his lifetime, without compensation and irrevocably, hands over an object for the benefit of the grantee who receives the transfer of the property (Article 1666 of the Civil Code). Based on the formulation of this article, the elements of a grant can be identified, namely: (Mansur et al. 2024)

- a. A grant is a unilateral agreement made without compensation, meaning there is no counter-performance required from the grantee to the grantor.
- b. A grant always requires that the grantor have the intention to benefit the recipient.
- c. The object of the grant agreement is all assets belonging to the grantor, both tangible and intangible, movable and immovable.
- d. A grant is irrevocable.
- e. The grant must be made while the grantor is still alive.
- f. The grant can also be made after the grantor's death, under the term testamentary grant.

According to Teuku Taufiqulhadi (2024), a land grant should be certified to further secure its rights, preventing the grantor from taking it back. If the grantor has passed away, a certificate cannot be issued. Therefore, upon receiving the gifted land, the certificate should be processed immediately. Once the certificate is in place, a deed of transfer of title can be prepared for the purpose of changing or changing the name of the land grantor to the name of the recipient of the gifted land.

Several ways to obtain property rights according to Civil Law: (Diningrat et al. 2024)

- a. By recognition, namely obtaining and recognizing objects that have no owner, for example catching fish in the sea, hunting deer in the forest, etc.
- b. By discovery, namely an object belonging to another person that is out of their control, for example an object that falls on the road, or an object is lost due to a flood, and so on, then these objects are found by someone who does not know the owner of the object.
- c. By transfer, namely property rights obtained by means such as buying and selling, renting, granting, inheritance, etc.
- d. By way of expiration, namely property rights are obtained by way of expiration. The expiration of movable and immovable objects is not the same. The expiration of movable objects is 3 (three) years after he found the object, and it 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. In contrast, immovable objects 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 issued a certificate which is strong evidence as proof of ownership of land rights.

- e. Through inheritance, property rights are acquired based on the inheritance according to applicable inheritance laws. There are three applicable inheritance laws: Civil Inheritance Law, Islamic Inheritance Law, and Customary Inheritance Law.
- f. By way of creation, namely the creation of new goods that did not exist before, for example the copyright of a painting, song, book, etc.
- g. By means of follow-on/derivative, the plants that are on the land are declared as an accessory to the land, so the person who buys the land also has the right to the plants that are on it.

### **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 later H. Andi Ibrahim married his son named Andi Suaib to a girl named Hasma and gave the family of H. Andi Ibrahim, lives in Polewali Mandar and has 2 (two) children named Andi Suaib and Andi Wittoeng. Then later 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 fruit as provisions to support themselves and their children in the future. This gift is referred to in Bugis Customary Law as one form of the family of H. Andi Ibrahim, lives in Polewali Mandar and has 2 (two) children named Andi Suaib and Andi Wittoeng.

This gift is referred to in Bugis customary law as a form of land gift as a wedding gift. Typically, this gift can take the form of land, buildings, rice fields, gardens, or ponds for the future household of the child and in-laws (Ridlo et al. 2025). To this day, this gift is still given after the marriage ceremony, but not registered for legalization. There are indications that the community believes that ownership of the land given or given as a wedding gift is valid only after the marriage ceremony, according to Bugis customary law (Wiwin and Saharuddin 2025).

Based on Bugis customs, the family of the groom Andi Suaib, H. Andi Ibrahim, gave his son-in-law a 50 are plot of pond land and 10 (ten) coconut trees in his garden. The gift of these assets was made based on a private gift letter called "Surat Hadiah Sesudah Kakad Nikah". While H. Andi Ibrahim was still alive, Hasma and her husband Andi Suaib lived as husband and wife, enjoying the produce of the pond land and coconuts from the trees given for their daily lives.

After H. Andi Ibrahim's death, problems arose because the pond land, which was a wedding gift, was physically controlled by Andi Wittoeng, H. Andi Ibrahim's son and Andi Suaib's sister. Hasma, his daughter-in-law, claimed the pond land belonged to her as part of the wedding gift.

Andi Wittoeng also claimed that the pond land was legally his 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 HT 03.01-TH.1993 dated September 6, 1993, it is legally owned by Andi Wittoeng who is Andi Suaib's sister. The "Will Deed" determination letter is still valid and in effect until now because it has never been legally revoked, so it has binding legal force. Hasma did not accept this, he sued Andi Wittoeng to the Polewali District Court on April 18, 2024.

The transfer of ownership of the pond that is the object of discussion due to the marriage event occurs during the marriage stage process after the *ijab qabul*, namely more

precisely Marrola or Mapparola where the woman's family visits and visits the groom's family. At that time, the handover or transfer of ownership rights between the father-in-law to the daughter-in-law occurs. When looking at the customary law of the Bugis tribe's traditional 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 from Civil Law or Positive Law in Indonesia, when the customary procession has been completed, it is advisable for the giver and recipient of the gift to immediately face a Notary as a public official authorized to make a legal, strongest and most complete Transfer Deed to immediately make a Deed of Grant, so that the ownership status can be raised from what was initially only customary to become Ownership Rights complete with a certificate. If the certificate has not been issued, then at least the previous stage, namely the Deed of Gift which includes the name of the donor, recipient and object of the gift, can be made and owned, so that its administration can also be taken into consideration in issuing the certificate later (Haif et al. 2025).

Polewali District Court Decision Number 32/Pdt.G/2024/PN Pol decided to reject the "Hasma" lawsuit. One of the things that weakens Hasma and Andi Suaib's ownership position over the empang land is the letter of "gift of land as a wedding gift" in the form of empang land only based on a private letter, which makes it invalid compared to the "Deed of Will" which states Andi Wittoeng as the legal owner of the disputed object. Moreover, there is no legal certainty regarding the size and location of the pond which H. Andi Ibrahim apparently gave to Hasma H. In the Letter of Gift after the Marriage Contract, Hasma used it as a wedding gift in the form of a pond for the household life of her future children and in-laws.

The dispute in this case demonstrates the lack of public awareness of land ownership rights, particularly those located far from the capital. The Post-Marriage Certificate of Gift and the Land and Building Tax (PBB) Payment Slip are not yet conclusive proof of ownership, so both the Plaintiff and Defendant must each submit the strongest and most complete proof of ownership to determine the legitimate owner of the disputed property.

To prevent lawsuits regarding wedding gifts in the form of pond land, the recipient of the gift, after receiving a decision from the owner of the wedding gift land, should immediately make a Deed of Gift, then register the gifted land with the National Land Agency to obtain a land certificate as part of law enforcement in legal certainty. The law must be implemented and enforced for everyone. Everyone wants the law to be enforced against concrete legal events. If there is no legal certainty or there is no law that regulates a case handled by a judge, then there is a tendency for the decision to lead to injustice (Liu and Chen 2025).

Donated land should be certified as the strongest and most complete form of ownership rights to ensure its rights are more secure, so that the gift in the form of a pond that has been given cannot be taken back by the donor and has benefits for those entitled to ownership. If the donor has died, a certificate can no longer be issued. Therefore, after receiving donated land as a wedding gift, the certificate should be processed immediately. The good or bad of a law depends on whether the law provides benefits and happiness to humans or not, which should be felt by each individual. If benefits and happiness cannot be achieved by each individual, efforts should be made to ensure that benefits and happiness are enjoyed by as many individuals as possible (Supriadi and Ridwan P 2023).

The evidentiary theory applied by the judge at the Polewali District Court in this case tended to apply the Positive Theory of Evidence Based on Law (Positief Wettelijke Bewijstheorie) combined with the principle of Written Evidence (Authentic Deed) as the primary evidence.

In civil procedural law, judges are bound by the evidence presented by the parties. In a land grant/wedding gift dispute, the judge ruled in favor of the defendant who held a Will

(authentic deed) for the disputed pond land. Despite the customary law argument (wedding gift), authentic (written) evidence has perfect and binding evidentiary force (*volledig en bindend bewijskracht*) under Article 164 HIR/284 RBg, thus defeating claims based solely on customary testimony.

In this case, the wedding gift (dowry or other additional gifts) serves as a legal mechanism for the transfer of customary land rights. The gift of land (such as a pond) as a wedding gift in Bugis tradition is a valid legal act. This gift represents a transfer of ownership rights from the parents or giver to the bride (often the bride) to ensure their economic well-being. Although customary law recognizes oral gifts, the Polewali District Court ruling indicates that for the transfer of land rights of high economic value, the customary gift should be supported by written evidence (an authentic deed/will) to be legally binding under national law.

Case Analysis: Polewali District Court Decision Number 32/Pdt.G/2024/PN POL. The case involved a land dispute claimed as a wedding gift versus a claim of ownership based on a Will. The judge ruled in favor of the defendant because the authentic evidence (the Will Deed) presented was considered stronger in proving the transfer of land rights than merely customary testimony/oral gifts. The judge acknowledged customary law, but in land disputes, authentic written evidence (a will deed) takes precedence over undocumented wedding gifts, in line with the principles of civil law.

The conflict between customary law and positive (national) law in Indonesia, particularly regarding the transfer of land rights (grants), stems from differences in fundamental principles. Cash is a tangible and tangible form of land. A grant is considered valid when the handover takes place in the presence of the customary/village head, even without written documentation. The community's willingness and witness are paramount.

Positive law (UUPA & KUHPperdata) is legal-formal. Based on Article 1682 of the KUHPperdata, a grant of immovable property (land) must be executed by a notary deed to be valid. Positive law demands legal certainty (documentation), while customary law demands social justice and respect for tradition. As a result, many customary land grants are disputed due to the lack of title deeds (SHM). Indonesian national law recognizes customary law, but with strict limitations: Constitutional Recognition: Article 18B paragraph (2) of the 1945 Constitution recognizes the unity of customary law communities and their traditional rights as long as they remain alive and in accordance with societal developments. The 1960 UUPA (National Agrarian Law) is based on customary law, but this customary law must not conflict with national interests. Courts often use a "shifting rights" approach, whereby if an oral gift is proven valid and witnessed, the land is recognized as belonging to the recipient even if it lacks a certificate. However, this recognition is weaker and more vulnerable than a formal certificate.

### **Transfer of Land Rights as a Wedding Gift**

Transferring land rights as a wedding gift can be done using a deed of gift. The gifted land can be a gift for achievements in a particular field or a wedding gift to the wife (female) that can be passed on to their children.

With a similar meaning, a land grant is a gift from one person to another without any compensation and is made voluntarily, without any counter-performance from the recipient. The gift takes place while the grantor is still alive.

Proof of land ownership is a requirement as proof of legal certainty, as has been traditionally practiced. This is mandatory, given the high risk of disputes arising when there is no legal certainty that guarantees ownership of an object (land). If proof of ownership of an immovable object (such as land) is not legally (authentically) established, ownership rights can easily be seized illegally by another party.

The theory of legal proof is a theory in the judicial system that regulates the truth of an event can be determined through evidence (Avita et al. 2022). Proving is convincing the judge of the truth of the arguments or arguments put forward in a dispute. Proof is the provisions that contain outlines and guidelines on the methods permitted by law to prove the guilt of the accused. Proof is also a provision that regulates the evidence that is permitted by law and may be used by the judge to prove the guilt of the accused.

Legal proof of ownership of an object or property is an official document that lists the name of the owner and the object or property, including ownership of land, buildings, gardens, rice fields, or ponds. All of these 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, namely a certificate. According to Eddy OS Hiariej, it is stated that in Indonesia there are four theories of evidence in examining cases, namely: (Liu and Chen 2025)

- a. Positive Legal Evidence (Positive Wettelijk Bewijstheorie). This theory states that evidence must be based on the rules established by law. Judges can only assess evidence based on legally valid evidence, without considering subjective factors. In other words, judges are bound by the provisions of the law when making decisions.
- b. Evidence Based on the Judge's Conviction Alone (Conviction Intime). In this theory, the judge's decision depends entirely on the judge's personal belief in the defendant's guilt. The judge is not bound by the evidence stipulated in the law and can use his or her subjective judgment to determine guilt.
- c. Proof Based on the Judge's Logical Belief (Conviction Raisonnée). This theory requires the judge to provide clear, logical reasons behind his or her conviction. Unlike conviction in time, where the judge has complete discretion, in a conviction raisonnée, the judge must explain the reasons underlying his or her belief in the defendant's guilt.
- d. Negative Legal Evidence (Negatief Wettelijk Bewijstheorie). This theory is a combination of conviction raisonnée and positive wettelijk bewijstheorie. Here, the judge's decision is determined by the belief obtained from legally valid evidence, but also requires a logical explanation from the judge.

Legal proof of ownership of an object or property is an official document listing the name of the owner, such as a certificate of ownership for land, buildings, gardens, rice fields, or ponds. All of these must be legally binding as proof that the person is the rightful owner, allowing them to be passed on to their children and grandchildren.

The transfer of land rights under 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 the 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 plot 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 whose implementation requires a link between the unwritten and the written.

Legally, the main difference lies in the evidentiary force and the time period for the transfer of rights. Underhand Deed of Gift (Weak): According to Article 1870 of the Civil Code, a private deed is only legally binding as long as the signature and contents are not disputed. If the heir denies this, the deed is deemed to lack definitive evidentiary force until its veracity is proven through other evidence in court. For land, gifts require a PPAT Deed (authentic deed), so private deed of gift is often considered formally flawed. Will Deed (Strong): Evidential Force: Wills are generally drawn up in the form of a notarial deed

(authentic). Authentic deeds provide perfect evidence, both externally, formally, and materially.

Judges tend to prefer wills (especially if they are authentic) over private deed of gift due to the principle of Evidential Force: Authentic deeds provide high legal certainty, while private deed of gift often presents problems if the signature is disputed. Land grants require a PPAT (authentic) deed, so a private grant letter is considered not to fulfill the formal requirements for transferring land rights. A private gift letter is often used as an alibi for an unclear transfer of rights, whereas a will clearly stipulates that the transfer takes effect after the donor dies.

## CONCLUSIONS

Bugis traditional weddings require quite high costs which must be borne by the groom, such as money. *Panaiqor* money for wedding reception expenses, dowry money *ordowry* and the giving of immovable property (grant) as a wedding gift. This 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 giving of immovable property (especially land) as a wedding gift is given or handed over based on a private deed of transfer of land rights, not an authentic deed in the form of a deed of gift, so it does not have strong and full force in court. This will become a legal polemic in the future if it continues to occur.

After the land is granted as a wedding gift, an authentic deed of gift should be immediately drawn up, not just a private deed of gift. It is also hoped that after obtaining the deed of gift, it will be registered with the National Land Agency to obtain a land certificate, ensuring a complete and secure transfer of land rights from the donor to the recipient, particularly for gifts of immovable property as a Bugis Polewali Mandar traditional wedding gift.

This concludes our discussion of the dowry, which is the transfer of land rights in Bugis marriages in Polewali Mandar. Hopefully, this discussion can serve as a reference for further research, particularly regarding the transfer of land rights that occurs as part of the dowry in marriages, particularly under Bugis customary law in Polewali Mandar. The author hopes that in future customary events, a customary law approach will be necessary, so that the norms within customary law can be promoted, ensuring that Bugis customary law in Indonesia does not lose its dignity.

## REFERENCES

- Agusta, Acendra, Mohammad Ali Sajjad, and Miftahudin Azmi. 2024. "Legal Issues of Ganti Tikar Marriage in Bugis Wajo Custom in East Tanjung Jabung Regency." *Trunojoyo Law Review* 6(1):142–58. doi:10.21107/tlr.v6i1.23947.
- Andi Dewi Pratiwi. 2023. "Kedudukan Mahar dalam Sistem Perkawinan Adat Mandar." *Alauddin Law Development Journal* 5(1):189–99. doi:10.24252/aldev.v5i1.36100.
- Avita, Nur, Ahmad Rusyaid Idris, and Frina Oktalita. 2022. "Integration of Tradition and Sharia: Dowry and Dui Menre in the Marriage of the Bugis Community in Bone Regency." *El-Mashlahah* 12(2):124–38. doi:10.23971/elma.v12i2.4712.
- Diningrat, Himas, Aggita Harsya Fahrezy, Ilham Jeryawan, and Sara Yogi Istiqomah. 2024. "Tinjauan Hukum Islam terhadap Uang Panai dalam Perkawinan Adat Bugis." *Jurnal Syntax Admiration* 5(5):1892–99. doi:10.46799/jsa.v5i5.1131.
- Haif, Abu, Andi Muzizatun Nisa, Syahrums Mubarak, M. Aras Herman, and Annisa Fausya. 2025. "Uang Pannai in the Bugis Marriage Custom: Islamic Legal Perspective on Local Traditions." *JUSPI (Jurnal Sejarah Peradaban Islam)* 9(1):291. doi:10.30829/juspi.v9i1.24841.

- Jannah, Shofiatul, Mufidah Ch, and Suwandi Suwandi. 2022. "Panaik Money of Bugis' Customary Marriage in the Perspective of Islamic Law and Positive Law in Indonesia." *Journal of Transcendental Law* 3(2):98–111. doi:10.23917/jtl.v3i2.17375.
- Kamaruddin, Andri Martiana, Ummi Farhah, and Cahaya Rahmadani S. 2023. "The Pawn (Rahn) in Local Practice of Massanra Galung of South Sulawesi Society: A Comparative Analysis of Madhhabs." *Mazahibuna* 117–31. doi:10.24252/mazahibuna.vi.39894.
- Larasati, Larasati, Siti Ummu Adillah, and Peni Rinda Listyawati. 2022. "The Responsibility of the Guardian for the Transfer of Land Rights to the Children Due to Instruction." *Sultan Agung Notary Law Review* 4(2):570. doi:10.30659/sanlar.4.2.570-580.
- Liu, Zhaojun, and Meixing Chen. 2025. "Formation Mechanism of Price Differences in Land Management Rights Transfer Based on SES: Taking W City and K County in Nei Mongol as Examples." *Land* 15(1):45. doi:10.3390/land15010045.
- Mansur, Mansur, Muh. Ihsan, Ashadi L. Diab, Sitti Nurfaidah, and Syamsul Darlis. 2024. "The Return of Doi Menre' Ba'da Duhul in Bugis Marriage Law, South Konawe: Islamic Education and Sociology of Islamic Law Perspective." *El-Usrah: Jurnal Hukum Keluarga* 7(2):480. doi:10.22373/ujhk.v7i2.25574.
- Nugara, Agus Bambang, and Lukman Ismail. 2023. "Uang Panai Sebagai Harga Diri Perempuan Suku Bugis Bone: Antara Adat Dan Agama." 5(1).
- Nur Hidayah, Istianah Inayah, and Wahyuni Idrus. 2022. "Tinjauan Hukum Pemberian Mahar Berupa Surat Rincik Tanah Kec Tanralili Kabupaten Maros." *Journal of Research and Development on Public Policy* 1(3):55–66. doi:10.58684/jarvic.v1i3.28.
- Peraturan Menteri Agraria dan Tata Ruang/ Kepala Badan Pertanahan Nasional Republik Indonesia Nomor 8 Tahun 2012 tentang Perubahan Atas Peraturan Menteri negara Agraria/Kepala Badan Pertanahan Nasional Nomor 3 Tahun 1997 Tentang Ketentuan Pelaksanaan Peraturan Pemerintah Nomor 24 Tahun 1997 Tentang Pendaftaran Tanah
- Puyu, Darsul S., Subehan Khalik Umar, Hasdin Hanis, Bustanul Arifin, and Muhammad Abili. 2023. "Mansai in the Marriage Tradition of the Banggai Ethnic in Central Sulawesi, Indonesia: A Living Sunnah Perspective." *Samarah: Jurnal Hukum Keluarga Dan Hukum Islam* 7(3):1352. doi:10.22373/sjkh.v7i3.16510.
- Ridlo, Wildani, Yusra Arsila, Muhammad Haeqal, and Zainal Arifin. 2025. "Implementation Of The Marketing Mix For Educational Services At Senior High School Muhammadiyah 1 Yogyakarta." *INTIHA: Islamic Education Journal* 2(3):358–74. doi:10.58988/intiha.v2i3.356.
- Rusman. 2020. "Mahar Tanah Dalam Pemahaman Masyarakat Bugis Bone Dan Kedudukannya Dalam Islam." *FiTUA: Jurnal Studi Islam* 1(1):63–82. doi:10.47625/fitua.v1i1.229.
- Safitri, Ria Astuti, Nilfatri Nilfatri, and Haeran Haeran. 2025. "Review of Islamic Law on Implementation Tradition Bugis; Dowry and Mappasikarawa." *Zabags International Journal of Economy* 3(1):92–100. doi:10.61233/zijec.v3i1.97.
- Salsabilah, Anisa Yusva, Syafiq Syadidul Azmi, and Asnawi Mubarak. 2025. "Korelasi Antara Besarnya Uang Panai Dengan Frekuensi Terjadinya Silariang Dalam Masyarakat Bugis Makassar." 3(5).
- Supriadi, Supriadi, and Muh. Ridwan P. 2023. "The Law of Passorong Ownership in Mandar Community Marriage, Majene Regency: A Comparison Study of Islamic Law and Positive Law." *Al-Bayyinah* 7(1):20–30. doi:10.30863/al-bayyinah.v7i1.3131.
- Syahril, Muh. Akbar Fhad, Arini Asriyani, and Anatolijs Krivins. 2025. "Dui' Papanre Customary Law Reconstruction Based on Human Rights Values in the National Legal System." *JUSTISI* 11(3):1004–18. doi:10.33506/js.v11i3.4409.

- Wardani, Ayu Pramudia Kusuma. 2024. "Mahar Dan Uang Panaik Dalam Pandangan Islam (Studi Kasus Perkawinan Masyarakat Bugis Makasar di Kabupaten Asmat Papua Selatan)." *Journal for Islamic Studies* 7(3). doi:<https://doi.org/10.31943/afkarjournal.v7i3.1295>.
- Undang Undang Nomor 1 Tahun 1974 tentang Perkawinan  
Undang Undang (UU) Nomor 16 Tahun 2019 tentang Perubahan atas Undang-undang Nomor 1 Tahun 1974 tentang Perkawinan
- Wiwin, Wiwin, and Saharuddin Saharuddin. 2025. "Kedudukan Hukum UangPanai'dalam Perkawinan Masyarakat Bugis-Makassar (Perspektif Perundang-undangan dan Hukum Islam)." 12(2).