



Contextualization of Wahbah Al-Zuhayli's Thoughts on Sighat and the Marriage Contract Assembly in Reforming Marriage Contract Services in Indonesia

Toto Supriyanto^{1*}, Moh Najib², Usep Saepullah³, Ending Solehudin⁴

^{1,2,3,4} Universitas Islam Negeri Sunan Gunung Djati Bandung

*Corresponding Author, Email: totominimaxi@gmail.com

Received: February 6, 2025 *Revised:* July 4, 2025, *Accepted:* July 4, 2025, *Published:* July 4, 2025

Abstract: Marriage contract services in Indonesia face the challenge of adapting to the development of digital technology, where regulations still require the *ijab-qabul* to take place in one physical location even though the public's needs indicate the urgency of flexible implementation. This study aims to analyze Wahbah Al-Zuhayli's thoughts on *sighat* and marriage contract assemblies and contextualize them as a basis for reforming marriage contract services in Indonesia. Using qualitative methods with normative-juridical and philosophical approaches, this study analyzes the work of Al-Fiqh al-Islāmī wa Adillatuhu and Indonesian marriage regulations through content analysis and comparative techniques. The results show that Al-Zuhayli's thoughts on the assembly as a communicative unit—not a physical one—provide theological legitimacy for long-distance marriage contracts via communication technology. Contextualizing his thoughts offers solutions for regulatory reform through the implementation of electronic signatures, the adoption of sacred digital implementation protocols, the addition of a proxy column to marriage certificates, and the regulation of *wakalah* and *murasalah* mechanisms in the technical instructions of PMA 30/2024.

Keywords: akad assembly; contextualization of jurisprudence; digitalization of marriage services; *sighat* akad nikah.

Introduction

The development of information and communication technology has significantly transformed social interaction and various aspects of contemporary life. Digital technology has evolved beyond a supporting tool into an essential component of communication, education, economic activities, administration, and public services. This transformation accelerated during the COVID-19 pandemic in 2020, when many activities shifted to virtual platforms. Consequently, technological adaptation has become necessary to maintain the continuity and effectiveness of social and institutional services. Religious services have similarly adapted by adopting digital platforms to improve accessibility, efficiency, and service delivery while responding to the changing needs of society (Riza, 2021). Nevertheless, marriage contract services in Indonesia still tend to maintain conventional mechanisms, particularly in the implementation of *ijab-qabul* (the marriage contract), a key element of the marriage contract. This situation demonstrates a delay in regulatory adaptation to the rapid development of modern communication technology in contemporary society.

Provisions regarding marriage contract services in Indonesia are currently regulated in Regulation of the Minister of Religious Affairs of the Republic of Indonesia Number 30 of 2024 concerning Marriage Registration. This regulation still places the principle of physical presence

in one location as the primary requirement for the implementation of the *ijab-qabul*. Article 18 paragraph (2) explicitly states that "Ijab and qabul are carried out in one marriage contract assembly" (Ulinnuha, 2024). The current legal framework defines the marriage contract assembly primarily as a physical meeting involving the contracting parties. Consequently, digital platforms such as Zoom, Google Meet, and video calls have not been fully recognized as valid media for marriage contracts. This limitation creates practical difficulties for couples separated by distance, limited mobility, emergencies, health conditions, transportation barriers, or work obligations. Such circumstances may complicate conventional marriage procedures and restrict access to marriage services. Therefore, a more adaptive regulatory framework is needed to accommodate technological developments while ensuring legal certainty and compliance with Islamic principles (Nugroho, 2024). In this context, rigid regulations have the potential to create administrative obstacles to fulfilling the public's right to legally and legally register marriages.

The issue of implementing digital-based marriage contracts becomes increasingly complex when compared to legal practices in several other Muslim countries, which have demonstrated greater flexibility in accommodating developments in modern communication technology. Malaysia is one of the countries that has legitimized the implementation of marriage contracts via video conference since 2020 through a fatwa issued by the State Fatwa Authority (Saidon et al., 2021). This policy reflects an adaptive legal approach that accommodates contemporary needs while preserving sharia principles. The United Arab Emirates, for example, has introduced digital marriage services that facilitate online marriage contracts through administrative verification and religious oversight. Such developments illustrate the responsiveness of Islamic legal thought to technological transformation. Differences between Indonesia and other Muslim countries reveal challenges in harmonizing contemporary *fiqh* with national law and ensuring accessible religious legal services. In classical Islamic jurisprudence, marriage validity requires essential pillars and conditions, particularly *ijab* and *qabul* (*sighat akad*), which must generally satisfy *ittihad al-majlis*, clarity of expression, and continuity between the two statements (Al-Jaziri, 1991). The concept of the *majlis akad* in classical Islamic jurisprudence construction is understood as a direct meeting between the parties in the same space and time so that the contract process takes place clearly and can be witnessed without doubt. This understanding developed in the context of classical Arab society that was not yet familiar with modern communication technology, so that physical presence became the main indicator of the connectedness of the parties in the contract (Al-Obead, 2005).

The interpretation of *ittihad al-majlis* has evolved alongside social conditions and communication technology. Wahbah Al-Zuhayli emphasizes that its essence lies in clear, continuous, and simultaneous communication rather than physical presence. Thus, telephone-based *ijab-qabul* may be valid when the parties interact directly and their intentions are clearly expressed (Al-Zuhayli, 1989). His approach reflects contextual *ijtihad*, *maqāṣid al-syarī'ah*, and *maṣlaḥah mursalah*, allowing Islamic law to respond to technological change while preserving sharia principles. This reasoning aligns with the maxim *taghayyur al-aḥkām bi taghayyur al-azminah wa al-amkinah* (bin Idris al-Qaraḥī, 2015). Accordingly, *ittihad al-zamān* becomes essential, emphasizing temporal unity in communication despite geographical separation (Al-Zuhayli, 1989).

The expansion of Wahbah Al-Zuhayli's thought broadens the meaning of the marriage assembly in response to modern communication technology. Technology can function as a medium for direct and clear legal communication without undermining sharia principles. Contextualizing this view is important for Indonesia, where geographical barriers can limit access to marriage services. Digital mechanisms could improve accessibility, reduce administrative burdens, and strengthen legal certainty. Such reform may also address challenges faced by communities with limited mobility or those living in remote areas. From an academic perspective, Al-Zuhayli's approach enriches contemporary Islamic family law by connecting classical *fiqh* with modern realities. It demonstrates that Islamic law possesses interpretive flexibility while maintaining its normative foundations. Thus, contextualization can support more adaptive, efficient, and socially responsive marriage services in Indonesia (Ichwan et al., 2020). Studies on digital marriage contracts have been conducted in various previous studies, such as those by (Cahyani, 2020) which discusses the formal legal aspects of marriage in Indonesia and (Danial,

2021) which studies Islamic legal reform in the context of social change. Research by (Hamdani et al., 2023) also examines the validity of marriage contracts via electronic media from the perspective of various Islamic jurisprudence schools, while (Hildayana et al., 2025) highlights the administrative aspects of digitalizing wedding services. However, these studies have not yet deeply connected Wahbah Al-Zuhayli's thoughts to the regulatory context of marriage contract services in Indonesia. This situation highlights the importance of research examining the relevance of contemporary Islamic jurisprudence to the development of digital technology-based Islamic family law services.

Previous studies reveal a theoretical gap in examining Wahbah Al-Zuhayli's views on *sighat* and *ittiḥād al-majlis* within Indonesia's marriage service context. Existing research generally emphasizes formal legality and administrative digitalization rather than contemporary fiqh as a basis for legal reform. Indonesian regulations primarily regulate marriage validity and registration, while technical provisions for electronic *ijab-qabul* remain limited. This situation creates space for contextual interpretation and policy innovation. Al-Zuhayli's comparative fiqh approach emphasizes the clarity of the contracting parties' intentions rather than merely their physical location. Therefore, contextualizing his thought can contribute to developing adaptive marriage services that integrate Islamic legal principles, technological advancement, legal certainty, and public accessibility while strengthening contemporary Islamic family law discourse in Indonesia (Al-Zuhayli, 1989). This view demonstrates that modern communication technology can be positioned as a medium that is still capable of providing continuity of legal communication directly and simultaneously.

Al-Zuhayli's thoughts on *ittiḥād al-zamān* provide an important theoretical basis for understanding that the unity of the marriage assembly can be realized through real-time communication connectivity even though the parties are in different locations (Al-Zuhayli, 1989). In this context, the sanctity of the marriage contract does not lie in the physical form of its implementation, but rather in the substantive fulfillment of the pillars and conditions of the contract. This idea is relevant to the view (Nurlaelawati, 2010) who shows that the practice of marriage contract services in Indonesia is often hampered by overly rigid administrative formalities (Asman et al., 2023) also emphasize the need to redefine the concept of the assembly as a "legal assembly" connected directly through electronic media, no longer understood narrowly as a geographically spatial entity. This approach is in accordance with the theory of *maqāṣid al-syarī'ah* developed (Auda, 2008), which places public welfare and service effectiveness as important orientations in the development of contemporary Islamic law. In practical aspects, the use of certified electronic signatures in signing marriage certificates has also obtained legal legitimacy through Law Number 11 of 2008 concerning Information and Electronic Transactions as amended by Law Number 19 of 2016 which provides recognition of the legal force of electronic signatures equal to conventional signatures (Makarim, 2006).

In addition to the use of online communication media, another aspect requiring regulatory reform relates to the *ijab-qabul* mechanism through written correspondence (*murasalah*) and representation (*wakalah*). Wahbah Al-Zuhayli explicitly permits both mechanisms as long as they meet the requirements of clarity of will, continuity of the contract, and non-revocation by the contracting parties (Al-Zuhayli, 1989). Studies (Hudayberdiyev, 2024) show that countries such as Egypt and Jordan have accommodated the practice of *wakalah* in marriage contracts through regulations and official administrative forms that provide legal certainty for the public. In the Indonesian context, although *wakalah* is accepted in Islamic jurisprudence (*fiqh*), the prevailing marriage administration system does not yet provide clear technical regulations regarding the identity of the representative on the marriage certificate (Azmi, 2021). This situation has the potential to create administrative uncertainty and obstacles in the marriage registration process. This research focuses on Wahbah Al-Zuhayli's thoughts on *sighat* and marriage contract assemblies, the gaps in norms within the hierarchy of Indonesian laws and regulations, and the relevance of contextualizing these thoughts in the reform of marriage contract service regulations. The integration of Al-Zuhayli's thoughts into the technical policies of the Ministry of Religious Affairs is seen as having normative and practical urgency in order to realize a marriage service system that is more adaptive, responsive, and still based on sharia principles amidst the development of modern communication technology.

Method

This study employs a qualitative method using library research to systematically analyze relevant literary sources. The research focuses on Wahbah Al-Zuhayli's Islamic legal thought concerning *sighat* and marriage contract assemblies amid advances in communication technology. A qualitative approach enables an interpretive understanding of the substance and construction of his legal thought. The study applies normative-juridical and philosophical approaches. The former examines Al-Zuhayli's fiqh texts alongside Indonesian positive law governing marriage services and registration. The latter explores the objectives of *Maqāṣid al-Syarī'ah*, particularly the protection of rights, legal certainty, and public benefit in contemporary marriage contract practices (Zed, 2008). A philosophical approach provides reflective space in understanding Islamic law not only as a set of formal norms, but also as a value system that develops according to the social dynamics of society.

This study uses contextualization to connect classical Islamic jurisprudence with contemporary social realities and communication technology. It examines Wahbah Al-Zuhayli's views on *sighat akad* and *ittihād al-majlis* and their relevance to technology-based marriage services. Data are drawn from fiqh literature, Indonesian regulations, academic books, journals, and previous studies. Analysis focuses on integrating classical jurisprudence, *Maqāṣid al-Syarī'ah*, legal certainty, and digital transformation in marriage services (Sugiyono, 2017). Documentation involved systematically reviewing primary and secondary sources concerning *sighat akad*, *ittihad al-majlis*, and Islamic legal flexibility toward communication technology. Data were analyzed through content and comparative analysis. Content analysis examined Al-Zuhayli's views on flexible marriage contracts, while comparative analysis assessed their relevance to marriage services at Indonesian KUA offices and existing national regulations. The study then used deductive reasoning to formulate a marriage contract service model that maintains sharia legitimacy while adapting to contemporary legal, technological, and public-service developments (Creswell, 2014). The deductive method moves from general principles of contemporary Islamic jurisprudence toward specific formulations for marriage contract services in Indonesia. Wahbah Al-Zuhayli's views on *ittihad al-majlis* and communication media are examined to assess their relevance to regulatory reform. The analysis seeks to develop a marriage service model that preserves sharia principles while accommodating technological developments and social needs. This approach demonstrates Islamic law's flexibility in responding to social change while maintaining its normative foundations. The study contributes to Islamic family law scholarship and provides recommendations for adaptive marriage service regulations in Indonesia.

Results and Discussion

Wahbah Al-Zuhayli's conception of *Sighat* and the Marriage Contract Assembly

An analysis of Wahbah Al-Zuhayli's thought as outlined in his monumental work, *al-Fiqh al-Islāmī wa Adillatuhu*, demonstrates the existence of a legal thought structure that has a high level of relevance to the dynamics of modern society. In his discussion of the contract, Al-Zuhayli places *sighat* as a very fundamental element because it is an instrument that expresses the legal will of the parties involved in an agreement. *Sighat* is understood as a form of expression of will (*al-ta'bīr 'an al-irādah*) that indicates the willingness and agreement of the parties to form a certain legal relationship. In the context of the marriage contract, this will is expressed through a series of *ijab* and *qabul* (consent) that reflect the willingness of both parties to establish a valid marriage bond according to Islamic law. Al-Zuhayli explained that the essence of *sighat* does not lie in the form of language used rigidly or in the media used to convey the statement, but in the ability of *sighat* to present a clear, firm meaning and show the seriousness of the parties in carrying out the contract (Al-Zuhayli, 1989). The main focus of his thinking is directed at the substance of legal communication which is able to represent the will in its entirety so that the purpose of the contract can be realized perfectly. This perspective shows Al-Zuhayli's tendency to understand contracts substantively and not stop at purely formalistic dimensions.

Al-Zuhayli understands *sighat* as a means of expressing the parties' legal will, emphasizing clarity, mutual understanding, and genuine agreement rather than the specific communication

medium used. In marriage contracts, *ijab* and *qabul* must clearly demonstrate consent and legal certainty. Regarding *ittiḥād al-majlis*, Al-Zuhayli broadens the classical concept by emphasizing unity of communication and time rather than merely physical location. The contract assembly is therefore maintained when *ijab* and *qabul* occur continuously, directly, and without interruption that could indicate rejection or diversion of attention. This perspective provides greater flexibility for applying modern communication technology while preserving the essential requirements and objectives of Islamic marriage contracts (Al-Zuhayli, 1989). This interpretation shows a shift in orientation from a spatial approach to a temporal approach that is more relevant to the development of modern communication facilities. In that framework, the existence of communication technology does not automatically contradict the principle of *ittiḥād al-majlis* as long as the continuity of communication can still be adequately guaranteed.

The idea of the flexibility of the contract assembly becomes increasingly apparent in Al-Zuhayli's discussion of the execution of contracts through long-distance communication. He explicitly discusses the use of letters (*al-murāsalaḥ*) and telephones (*al-hāṭif*) as means of executing contracts. In this context, the assembly is no longer understood as a physical space where the parties gather, but rather as a communication space that allows messages or voices to reach the intended recipients. Al-Zuhayli explains that contracts conducted through communication media can still be considered valid as long as they meet several basic requirements. These requirements include the clarity of the identity of the contracting parties, the clarity of the content of the *ijab* and *qabul* conveyed, the continuity of communication without any gaps that indicate a departure from the contract, and the presence of witnesses who are aware of the exchange of wills (Al-Zuhayli, 1989).

Al-Zuhayli's perspective emphasizes legal certainty and verifiable communication while maintaining prudence in marriage contracts. Contract validity ultimately depends on fulfilling the substantive requirements that establish a legitimate marital relationship. His understanding of *sighat* and *majelis akad* is grounded in *Maqāṣid al-Syarī'ah*, particularly the protection of lineage (*ḥifẓ al-nasl*), family dignity, and legal certainty. This framework allows new communication technologies to be considered when they preserve the essential objectives of marriage. His approach reflects the principle that Islamic law can adapt to social and technological developments without abandoning its normative foundations. It also corresponds with the legal maxim *al-'ibrah fī al-'uqūd li al-maqāṣid wa al-ma'ānī lā li al-alfāẓ wa al-mabānī*, emphasizing contractual substance and intention over merely formal expressions (Jalili, 2023). Based on the framework of thought, Al-Zuhayli's conception presents a strong theological foundation for the development of marriage contract services that utilize modern communication technology, while also demonstrating the ability of Islamic law to remain relevant in responding to social changes taking place in contemporary society.

Analysis of Normative Vacancies in Indonesian Marriage Regulations

An examination of Indonesia's marriage regulations indicates that the normative framework has not yet provided comprehensive provisions concerning marriage contracts when the parties are geographically separated. Existing regulations predominantly emphasize marriage validity, registration, administrative order, and legal protection, while technical arrangements concerning the implementation of *ijab-qabul* through communication technology remain limited. Law No. 22 of 1946 focuses primarily on marriage registration and does not specifically regulate the mechanism or spatial requirements of the marriage contract. Similarly, Law No. 1 of 1974, particularly Article 2 paragraph (1), establishes that marriage validity is based on religious law and beliefs but does not explicitly regulate technology-mediated contracts. Subsequent legislation, including Law No. 23 of 2006 on Population Administration, Law No. 24 of 2013, and Law No. 16 of 2019, likewise concentrates on administrative matters, population status, and marriage-age provisions. Government Regulation No. 9 of 1975 primarily regulates notification, verification, and registration procedures without expressly requiring *ijab-qabul* to occur in the same physical location. Consequently, these regulations leave interpretive space regarding long-distance marriage contracts.

A significant development appears in Minister of Religious Affairs Regulation No. 30 of 2024 concerning Marriage Registration, particularly Article 18 paragraph (2), which provides

that *ijab* and *qabul* are conducted in “one marriage contract assembly.” However, the regulation does not provide detailed operational criteria concerning the meaning of “one assembly.” It therefore remains unclear whether the provision necessarily requires physical presence or could accommodate simultaneous communication through verified digital technology. The absence of detailed technical guidance creates an opportunity for contextual legal interpretation while maintaining the essential requirements of marriage validity.

This regulatory gap is also visible in Decree of the Director General of Islamic Community Guidance No. 473 of 2020 concerning Technical Guidelines for Marriage Registration. The guidelines do not specifically regulate marriage contracts conducted through correspondence, telephone, video conferencing, or other contemporary communication technologies. Furthermore, administrative instruments such as the Model N marriage certificate do not comprehensively accommodate information concerning representatives or *wakil* involved in marriage contracts. This is significant because classical Islamic jurisprudence recognizes representation in marriage contracts under certain circumstances, including illness, travel, or other legitimate obstacles.

The regulatory situation therefore demonstrates a broader issue concerning the relationship between classical fiqh and Indonesia’s contemporary marriage administration system. The problem is not simply the absence of provisions concerning digital marriage contracts but also the limited harmonization between substantive Islamic jurisprudence and administrative regulations. Wahbah Al-Zuhayli’s interpretation of *sighat* and *ittiḥād al-majlis* offers a potentially relevant conceptual framework for addressing this gap. His emphasis on clarity of communication, continuity between *ijab* and *qabul*, and unity of communication time provides a basis for reconsidering whether physical co-presence should remain the sole criterion for defining one contract assembly.

From the perspective of legal reform, the existing normative structure does not necessarily require a fundamental reconstruction of marriage law. Instead, reform could begin through clearer technical regulations defining the conditions under which technology-mediated communication may constitute a unified marriage assembly. Such conditions could include verified identities, real-time communication, uninterrupted interaction, clear expression of *ijab* and *qabul*, reliable documentation, and supervision by authorized marriage officials. These safeguards would help ensure that technological flexibility does not compromise legal certainty, authenticity, or the objectives of Islamic marriage law. Accordingly, the regulatory gap should be understood as an opportunity to develop an adaptive marriage-service framework rather than simply as a deficiency in legislation. Contextualizing Al-Zuhayli’s thought can contribute to a model that balances *sharia*, national law, technological innovation, and public accessibility. Such a model would allow marriage administration in Indonesia to respond more effectively to geographical, social, and technological realities while preserving the essential religious and legal requirements of marriage.

Implementation of Electronic Signatures in Marriage Certificates

One of the most frequently encountered technical issues in discussions about marriage contracts with parties located in different locations concerns the process of signing the marriage certificate. Current practice requires the in-person signing of marriage documents, involving the physical presence of all parties legally involved in the contract: the bride and groom, the marriage guardian, witnesses, and the marriage registrar. This mechanism has for years been part of the administrative procedures inherent in the Indonesian marriage service system. The requirement for physical signing often presents a challenge when the marriage contract is conducted under certain circumstances that prevent the parties from being in the same location. Developments in information and communication technology have brought about significant changes in public administration, including the authentication of electronic documents. The digital transformation taking place in various government service sectors has opened up the possibility of using electronic-based legal instruments that function similarly to conventional documents. In this context, electronic signatures have emerged as a relevant solution to address the administrative needs of conducting remote marriage contracts. This technology allows the document authentication process to be carried out digitally without compromising the legality aspect, a key

requirement for creating an official document. This development indicates a paradigm shift in the modern administration system which increasingly integrates technology into the public service process.

The legal basis for the use of electronic signatures in Indonesia has been firmly legitimized through Law No. 11 of 2008 concerning Electronic Information and Transactions, as amended by Law No. 19 of 2016. This regulation recognizes electronic documents as valid legal evidence and regulates the role of electronic signatures in various state transactions and administrative activities. This regulation demonstrates that Indonesian positive law has accommodated the development of digital technology as an instrument that can be used in legal and administrative activities. Normative recognition of electronic signatures is important because it provides certainty regarding the validity of documents produced through electronic systems. In the context of marriage administration, the existence of this regulation opens up space for developing marriage registration mechanisms that are more adaptive to developments in communication technology. The presence of a clear legal basis indicates that the use of electronic signatures is no longer viewed as a concept outside the national legal system, but has become part of an officially recognized legal instrument. The integration of digital technology into the state administrative system demonstrates efforts to modernize public services that are increasingly adapting to the needs of contemporary society, which demands effective, fast, and accessible services from various locations.

The provisions contained in Article 11 paragraph (1) of the Electronic Information and Transactions Law provide a detailed explanation of the conditions that must be met for an electronic signature to have legal force and valid legal consequences. The regulation states that the data used to create an electronic signature must be related exclusively to the signatory, be in the signatory's possession during the signing process, and allow for the detection of any changes made to the signature or electronic information after the signing process has been carried out. These provisions show that the validity of an electronic signature is not only determined by its existence as a digital symbol, but also by a security system capable of guaranteeing the authenticity, integrity, and verifiability of electronic documents. From an administrative law perspective, these requirements function to protect documents from manipulation, forgery, or identity misuse by unauthorized parties. With the integrated verification mechanism in the certified electronic signature system, the legal standing of electronic documents receives a level of protection equivalent to that of conventionally signed documents. Consequently, electronic signatures that meet all the requirements stipulated by law have the same evidentiary force as manual signatures currently used in various official state documents.

The implementation of electronic signatures in marriage certificates can be achieved through the use of the Electronic Certification Provider (PSrE) system, which has received official government certification through the Ministry of Communication and Informatics. This system serves to guarantee the authenticity of the signatory's identity while maintaining the security of electronically processed documents. Research conducted by (Giri, 2022) shows that the use of electronic signatures in various population administration documents has been implemented in several regions with high levels of validity and security. These findings illustrate that the application of digital authentication technology has practical experience in the Indonesian public administration system. In the context of marriage contracts conducted with parties located in different locations, the mechanism for using electronic signatures can be integrated into existing marriage service systems. The initial step is to verify the identities of the prospective bride and groom, guardians, and witnesses using population data based on the Population Identification Number (NIK) combined with biometric technology. This verification is crucial in ensuring that all parties involved are truly legal subjects with the authority to carry out the marriage contract. The use of electronic systems at the identification stage strengthens the aspect of legal certainty while reducing the potential for identity misuse in the marriage administration process.

After the identity verification process is complete, the next stage involves the *ijab* and *qabul* (contract of marriage) via video conferencing with adequate audio and visual quality. This communication system allows all parties involved in the marriage contract to see, hear, and witness the ongoing marriage contract process live. Once the contract is declared complete, the

digital marriage certificate can be electronically signed by the prospective bride and groom, guardians, witnesses, and the marriage registrar through a certified system. The electronically signed document is then uploaded to the Marriage Management Information System (SIMKAH) as part of the official registration process. The electronic marriage certificate produced through this mechanism has the same legal standing as a conventional marriage certificate because it is built on an authentication system recognized by national law. In addition to addressing technical issues related to signing documents in remote marriage contracts, the use of electronic signatures also offers a number of administrative benefits such as time efficiency, reduced operational costs, increased service accessibility, and better document protection through a digital encryption system. This implementation aligns with the government's digital transformation policy, as outlined in Presidential Regulation No. 95 of 2018 concerning Electronic-Based Government Systems, which encourages the use of information technology in public service delivery. The integration of electronic signatures into marriage administration demonstrates the potential for developing more modern services without compromising the legal legitimacy that underpins marriage registration in Indonesia.

Deconstruction of the Argument on the Loss of the Sanctity of the Marriage Contract

One of the reasons frequently put forward for rejecting the practice of marriage contracts conducted by the parties in different locations is the assumption that such a contract model has the potential to reduce or even eliminate the sacred value inherent in the marriage ceremony. This view is quite widespread in society and is often used as a basis for defending the pattern of marriage contracts that require the physical presence of all parties in one place. However, this argument is actually based more on long-standing social perceptions and cultural constructs than on normative theological foundations. From a contemporary Islamic jurisprudence perspective, particularly as explained by Wahbah al-Zuhayli, the sacredness of the marriage contract is not located in the physical space where the contract takes place, but rather in the fulfillment of substantive elements that form the basis of the validity of the marriage according to sharia. Al-Zuhayli explains that the essence of the marriage contract lies in the statement of will (*al-ta'bīr 'an al-irādah*) born of the willingness and sincerity of the parties to establish a valid marriage relationship according to Islamic law. In this framework, the sacred value of a contract does not depend on the technical form of its implementation, but rather on the fulfillment of the pillars, conditions and legal objectives that underlie the contract (Al-Zuhayli, 1989).

Al-Zuhayli's understanding is closely related to the basic principles of *usul fiqh*, which place purpose and substance as the primary elements in assessing a legal act. One principle often used as a basis is *al-umūr bi maqāṣidihā*, which emphasizes that the assessment of an act is closely related to the purpose and intent behind it. In the context of a marriage contract, sanctity does not arise solely from the outward appearance of the ceremony, but rather from the sincerity of intention, clarity of will, and adherence to the sharia provisions governing its implementation. Al-Zuhayli pays great attention to the seriousness of the parties entering into the contract and the existence of a verification mechanism that can eliminate doubts regarding the validity of the process. According to him, the use of communication media in the contract does not diminish the legal or spiritual value of the contract as long as all required elements are met. The primary focus is on ensuring that the *ijab* and *qabul* actually occurred, were understood by the parties, and were witnessed by a party capable of providing valid testimony. This perspective demonstrates that sanctity is positioned as a consequence of fulfilling sharia principles, not as a result of uniformity in the form of contract implementation.

In his discussion of the use of communication media, Al-Zuhayli explains that the concept of the contract assembly can be understood more broadly in accordance with the development of communication facilities available in human life. In his view, the continuity of the contract does not always have to be linked to the presence of the parties in the same physical space. What is emphasized is the continuity of communication that allows the *ijab* and *qabul* to occur in a series of interconnected time. Al-Zuhayli explains that the contract assembly in the context of modern communication can be understood as a communication space that brings together the parties through the direct delivery of messages or voices. In this condition, the principle of *ittiḥād al-zamān* or the unity of communication time acquires a very important position because it becomes

a means of connecting the parties in a complete contract process. This continuity of communication is seen as capable of fulfilling the function that has been attached to the concept of unity of place in classical fiqh literature. Al-Zuhayli's explanation shows that the use of communication technology is not positioned as a factor that reduces the meaning of the contract, but rather as an instrument that allows the substance of the contract to be carried out legally in accordance with the objectives of Islamic law.

Empirical findings from research (Saidon et al., 2021) also provide insight into how perceptions of sacredness are understood in marriage ceremonies utilizing communication technology. The study, conducted on marriage ceremonies conducted via video conference in Malaysia during the COVID-19 pandemic, showed that the level of sacredness of the ceremony did not significantly decrease when the procedures were well-organized and systematic. The results of the study indicate that several factors play a role in maintaining a solemn atmosphere during the ceremony. Clear regulations regarding technical standards for implementation are crucial factors supporting a smooth ceremony. Furthermore, the orderly delivery of the marriage sermon, the presence of qualified witnesses at each location, and professional documentation contribute to maintaining the symbolic and spiritual values of the wedding ceremony. These findings demonstrate that perceptions of sacredness are closely related to the quality of the ceremony, not solely to the presence of the parties in a specific physical space. Thus, communication technology does not automatically reduce the religious meaning of a contract as long as all procedures are carried out with full sincerity and respect for sharia values.

In the Indonesian context, efforts to maintain the sanctity of marriage contracts held in different locations can be achieved through the development of detailed and comprehensive technical guidelines. Regulation of implementation standards is a crucial element to ensure that all stages of the contract are conducted in accordance with Islamic legal principles and state administrative provisions. The use of a video conferencing platform with a high level of security, adequate connection stability, and an encryption system capable of protecting user data are part of the technical aspects that can support the quality of the contract implementation. Furthermore, identity verification through biometric technology provides assurance of the authenticity of the parties involved in the contract. The presence of at least two qualified witnesses at each location is also a crucial instrument in maintaining the validity of the contract process. The implementation of a marriage sermon before the *ijab* and *qabul* (consent), recording the entire procession for legal documentation, and regulating the duration of the ceremony while still allowing for a solemn atmosphere are part of the mechanisms that can be implemented to maintain the dignity and honor of the marriage procession (Nurwahyudin, 2025).

Discussions regarding the sacredness of marriage contracts ultimately need to be placed within a more substantial framework as taught in Islamic legal tradition. Sanctity in Islam is closely related to adherence to sharia provisions, honesty of intention, and fulfillment of established pillars and conditions. The validity of a marriage contract is not determined by the grandeur of the venue or the accompanying formalities, but rather by the fulfillment of all elements that form the foundation of marriage law. From this perspective, a marriage contract conducted in simple facilities retains sacred value if it meets applicable sharia requirements. The same understanding applies to marriage contracts that utilize long-distance communication technology. As long as all the pillars, conditions, and objectives of marriage law are fully realized, its validity and sanctity remain intact. Therefore, the assumption that the loss of sacredness due to the implementation of marriage contracts in different locations does not find a strong theological basis within the framework of contemporary Islamic jurisprudence. A more relevant issue lies in how regulations and implementation procedures are appropriately designed so that sharia values remain fully present in every ongoing marriage contract process.

Urgency of Updating Marriage Certificate Forms and Wakalah Arrangements

One of the technical aspects that require serious attention in efforts to reform marriage services in Indonesia is related to the structure of the marriage deed form as well as the arrangement of

the mechanism of wakalah or representation in the implementation of kabul. In the treasures of Islamic jurisprudence, the ability to use wakalah in a marriage contract is a question that has gained strong legitimacy from scholars. There is an agreement among the jurists that the prospective groom has the right to give authority to another party to express acceptance on his behalf. Wahbah al-Zuhayli explained that the marriage contract executed through representation still has legal validity as long as the authority given is clear, firm, and free from elements of doubt that can affect the validity of the contract (Al-Zuhayli, 1989). In the legal construction explained by Al-Zuhayli, the presence of a representative does not change the legal position of the prospective groom as the party who is actually bound by the contract. The representative only carries out a representative function as a conveyor of the legal will of the authority. All rights, obligations, and legal consequences arising from the contract remain attached to the party giving the mandate. The understanding shows that the wakalah mechanism is a valid part of the Islamic marriage legal system and has a strong normative basis in the jurisprudence tradition.

Although the concept of wakalah (representative of a representative) has been widely accepted in Islamic law, its implementation in the Indonesian marriage administration system still faces several limitations. One prominent issue relates to the lack of adequate administrative space in the current marriage certificate forms. The Model N Form, the primary instrument for marriage registration, does not provide a dedicated column for clearly and systematically listing the representative's identity. This situation has the potential to create administrative ambiguity, particularly in situations where the marriage contract is conducted through a proxy. The absence of explicitly documented information regarding the identity of the party reciting the Kabul (vow) can raise questions about the validity of the marriage contract process in the future. From an administrative law perspective, this incomplete information has the potential to create evidentiary issues in the event of a dispute regarding the validity of the marriage. Al-Zuhayli explained that in a contract conducted through a proxy, the marriage council is understood as the assembly where the representative conveys the will of the principal to the party reciting the Ijab (contract). This explanation demonstrates that the representative's presence holds a crucial legal position within the marriage contract structure, and therefore, their identity needs to be officially recorded in state documents related to marriage registration.

The need to synchronize Islamic jurisprudence (fiqh) norms and the state administrative system becomes increasingly important when linked to the principle of legal certainty and the protection of the civil rights of the parties. In modern public service practices, every legal action requires complete and clearly verifiable documentation. While Islamic law has legitimized the use of proxy in marriage contracts, state administrative instruments need to accommodate this practice through adequate recording mechanisms. The addition of a proxy identification column to the marriage certificate form is not merely an administrative technicality but also an effort to strengthen the legal validity of a marriage conducted through proxy. Complete documentation will provide clarity regarding the party acting as the proxy, the basis of their authority, and their legal relationship with the prospective bride and groom granting the power of attorney. This clarity is crucial in ensuring legal certainty and preventing differing interpretations of the marriage contract process. From the perspective of Maqāsid al-Syarī'ah, strengthening such an administrative system is also related to the protection of the civil rights of husbands and wives, including the certainty of the legal status of marriage, which serves as the foundation for various rights and obligations in family life.

The experience of several Muslim countries shows that the wakalah regulation in the marriage registration system has been more comprehensively accommodated. In Egypt, the marriage certificate form, or watsiqat al-zawaj, contains a special section used to identify the representative when the marriage contract is conducted through a proxy. The information included is not limited to the name of the representative but also includes the power of attorney number and the date of issuance, as part of the valid legal documentation (El Alami, 2023). A similar practice is also found in Jordan. The marriage registration system in that country has integrated wakalah into official administrative procedures by providing a column for the representative's identity and requiring supporting documentation in the form of a power of attorney that has been legalized by the competent authority (Madani et al., 2025). The presence of this administrative mechanism demonstrates the harmonization of Islamic legal principles with

the needs of modern state administration. Detailed regulations not only facilitate the registration process but also strengthen legal protection for all parties involved in the marriage contract. The experiences of these countries demonstrate that the recognition of wakalah can go hand in hand with the principles of administrative accountability and legal certainty.

Updating marriage certificate forms in Indonesia to explicitly include the identity of the representative has several significant benefits in the context of marriage services. Clarity about the parties who pronounced the Kabul (vow) strengthens the legal documentation that serves as the basis for marriage registration. This information can serve as valuable evidence if verification of the marriage contract process arises later. Furthermore, the presence of a dedicated column for representatives will facilitate those with Islamic excuses to legally perform marriage contracts and have them registered with the state. This mechanism also provides greater scope for the application of the principle of convenience recognized in Islamic law without compromising administrative legality. From a legal protection perspective, officially registering the representative's identity can prevent disputes regarding the validity of contracts conducted through representatives. This update also reflects an effort to harmonize state administrative practices with Islamic jurisprudence (fiqh) provisions, which have long recognized wakalah as a legitimate mechanism for conducting marriage contracts. Thus, a more adaptive administrative system will be able to more effectively address community needs while maintaining legal order in the marriage sector.

In addition to updating the forms, another pressing need relates to the development of technical guidelines governing the mechanism for granting power of attorney in marriage contracts. These regulations should cover fundamental aspects such as standard power of attorneys, identity verification procedures, limitations on the representative's authority, and procedures for implementing contracts using the proxy mechanism. Wahbah al-Zuhayli explained that a representative essentially acts as a conduit for the will of the principal, making a clear mandate crucial in determining the validity of the contract. Al-Zuhayli also emphasized the need for legal competence (ahliyyah) for a representative to maintain the integrity of the contract. In his discussion of the marriage assembly, he explained that granting power of attorney through a letter or other means of communication remains valid as long as it occurs within a clearly verifiable communication channel. These principles demonstrate the importance of detailed administrative arrangements to ensure that the wakalah mechanism is implemented transparently, accountably, and in accordance with sharia principles. Integrating strict fiqh standards with a modern administrative system will strengthen legal protection for the parties while providing marriage services that are more responsive to the needs of contemporary society.

Recommendations for Contextualizing Al-Zuhayli's Thought in Technical Instructions

Based on the analysis above, there are several concrete recommendations to contextualize Wahbah Al-Zuhayli's thoughts in the preparation of technical guidelines for the implementation of the Minister of Religious Affairs Regulation Number 30 of 2024. First, the Decree of the Director General of Islamic Community Guidance which will become the technical guidelines for PMA 30/2024 needs to redefine the concept of "one marriage contract assembly" by not limiting it to a physical space unit, but rather expanding its meaning to a communication unit that can be realized through modern communication technology such as video conferencing, provided that it meets the established technical standards.

Second, technical instructions need to regulate in detail the protocol for implementing remote marriage contracts, including: (a) identity verification using an electronic system based on NIK and biometrics; (b) minimum audio-visual quality standards to ensure clear communication; (c) the presence of witnesses at each location; (d) recording the entire procession as legal documentation; (e) the use of certified electronic signatures for signing marriage certificates; and (f) data security and privacy mechanisms.

Third, the Model N marriage certificate form needs to be revised by adding a special column for the identity of the prospective bride and groom's representative, complete with the number and date of the power of attorney. This column will be active and mandatory if the marriage contract is conducted through the wakalah mechanism. Fourth, the technical

instructions also need to explicitly regulate the correspondence mechanism in the marriage contract (*murasalah*), adopting Al-Zuhayli's view that the *ijab* can be conveyed through a written letter or electronic media, and the *qabul* can be conveyed through the same method, as long as there is certainty of acceptance and there is no long time gap between the *ijab* and *qabul*.

Fifth, to maintain uniformity and quality of service, it is necessary to develop clear standard operating procedures (SOPs) for the Office of Religious Affairs (KUA) in providing remote marriage ceremonies, including training for KUA staff on the use of technology and the management of electronic recording systems. Implementing these recommendations will make marriage ceremonies in Indonesia more responsive to the needs of contemporary society without sacrificing fundamental sharia principles, while demonstrating the dynamic nature of Islamic law and its ability to adapt to changing times.

Conclusion

This research perspective confirms that Wahbah Al-Zuhayli's thinking on *sighat* and the marriage contract assembly offers a solid theoretical framework for the renewal of marriage contract services in Indonesia. Al-Zuhayli understands the concept of the unity of the assembly (*ittihad al-majlis*) not as a mere physical space, but as a communication unity that allows for continuous *ijab-qabul*. This progressive view opens up theological legitimacy for the implementation of marriage contracts through modern communication technologies such as video conference, telephone (*hatif*), or letter correspondence (*murasalah*), as long as they meet the requirements of clarity of communication, immediacy of response, and the presence of witnesses. An analysis of Indonesia's legal hierarchy reveals a gap in norms regarding long-distance marriage contracts, which in turn opens up opportunities for policy innovation. Minister of Religious Affairs Regulation No. 30 of 2024, which has not yet been issued as technical guidelines, provides a strategic opportunity to integrate Al-Zuhayli's thinking through the regulation of protocols for digital marriage contracts, the implementation of certified electronic signatures, and the addition of a representative column on marriage certificate forms.

Contextualizing Al-Zuhayli's thinking addresses three main challenges: first, overcoming the technical obstacles of signing deeds through digitalization; second, refuting the argument that sacredness is lost by emphasizing that sacredness lies in the substance of fulfilling the pillars and requirements, not external formalities; and third, providing legal solutions for communities hampered by geographical distance or emergency situations. Regulatory reform based on Al-Zuhayli's thinking will create marriage contract services that are more adaptive, responsive to contemporary needs, and remain based on sharia principles, while contributing to a reduction in the number of unregistered marriages in Indonesia.

References

- Al-Jaziri, A. R. (1991). *Al-Fiqh'ala al-Mazahib al-Arba'ah*. Hakikat Kitabevi.
- Al-Obead, F. M. (2005). *Kitāb al-jihād in al-Mughni by Ibn Qudāmah*. University of Glasgow (United Kingdom).
- Al-Zuhayli, W. (1989). *al-Fiqh al-Islami wa-Adillatuh*. Dar Al-Fikr Al-Mouaser.
- Asman, A., Sholihah, H., Zuhrah, Z., Abas, M., Hadi, A. I., Aziz, A., Muharman, D., Hidayatullah, H., Muchtar, M. I., & Qurtubi, A. N. (2023). *Pengantar Hukum Perkawinan Islam Indonesia [Introduction to Indonesian Islamic Marriage Law]*. PT. Sonpedia Publishing Indonesia.
- Auda, J. (2008). *Maqasid al-Shariah as Philosophy of Islamic Law: A Systems Approach*. International Institute of Islamic Thought (IIIT).
- Azmi, K. (2021). *Tinjauan Hukum Islam terhadap Pelaksanaan Wakalah wali dalam akad Nikah di Kantor Urusan Agama (KUA) kecamatan Bangkinang [Islamic Law Review of the Implementation of the Guardian's Deed in Marriage Contracts at the Religious Affairs Office (KUA) in Bangk]*. Universitas Islam Negeri Sultan Syarif Kasim Riau.
- Cahyani, T. D. (2020). *Hukum perkawinan [Marriage law]*. UMMPress.

- Creswell, J. W. (2014). *Research design: Qualitative, quantitative, and mixed methods approaches (4th ed.)*. SAGE Publications.
- Danial, D. (2021). *Pembaruan Hukum Keluarga Islam Di Indonesia [Islamic Family Law Updates in Indonesia]*. Az Zahra Media Society.
- El Alami, D. S. (2023). *The marriage contract in Islamic law in the Shari'ah and personal status laws of Egypt and Morocco*. Brill.
- Hamdani, M., Masykur, M. R., & Hamidah, T. (2023). Akad Pernikahan Melalui Zoom dalam Perspektif Fikih [Marriage Contracts Via Zoom from a Fiqh Perspective]. *AL-MANHAJ: Jurnal Hukum Dan Pranata Sosial Islam*, 5(1), 423–432. <https://doi.org/10.37680/almanhaj.v5i1.2181> [In Indonesian]
- Hildayana, T., Sulhayani, S., Azizi, M., Lubis, J. A., Nawawi, A., & Ramadhansyah, R. (2025). Urgensi Digitalisasi Arsip Pernikahan di KUA Kecamatan Medan Denai: Studi Kualitatif [The Urgency of Digitizing Marriage Archives at the KUA Medan Denai District: A Qualitative Study]. *Innovative: Journal Of Social Science Research*, 5(3), 696–704. <https://doi.org/10.31004/innovative.v5i3.18787> [In Indonesian]
- Hudayberdiyev, M. (2024). Implementation of the Wakalah Bil Ujrah Agreement in Sharia Life Insurance Indonesia and Malaysia. *Jurnal Justisia Ekonomika: Magister Hukum Ekonomi Syariah*, 8(1), 1027–1041. <https://doi.org/10.30651/justeko.v8i1.22264>
- Ichwan, M. N., Salim, A., & Srimulyani, E. (2020). Islam and Dormant Citizenship: Soft Religious Ethno-Nationalism and Minorities in Aceh, Indonesia. *Islam and Christian–Muslim Relations*, 31(2), 215–240. <https://doi.org/10.1080/09596410.2020.1780407>
- Jalili, I. (2023). Ibn Nujaym's Thoughts on Legal Maxims (Qawâ'id al-Fiqhiyyah): An Analysis of Their Application to Juridical Issues. *Madania: Jurnal Kajian Keislaman*, 27(1), 47. <https://doi.org/10.29300/madania.v27i1.3387>
- Madani, F., Mukhlas, O. S., & Nurhikmah, A. (2025). Sharia Law construction regarding early name change of Ijarah object: A case study of Wakalah in Sharia banking practice. *Socio Politica : Jurnal Ilmiah Jurusan Sosiologi*, 15(2), 323–336. <https://doi.org/10.15575/socio-politica.v15i2.48713>
- Makarim, E. (2006). *Pengantar hukum telematika: Suatu kompilasi kajian [Introduction to telematics law: A compilation of studies]*. Raja Grafindo Pesada.
- Nugroho, Y. N. (2024). Implementasi Peraturan Menteri Agama Nomor 20 Tahun 2019 Tentang Pencatatan Pernikahan Terhadap Praktek Pencatatan Pernikahan Bagi Anak Yang Lahir Di Luar Nikah (Studi Kasus KUA Kecamatan Dolopo Kabupaten Madiun) [Implementation of the Minister of Religio. IAIN Ponorogo.
- Nurlaelawati, E. (2010). *Modernization, tradition and identity: The Kompilasi Hukum Islam and legal practice in the Indonesian religious courts*. Amsterdam University Press.
- Nurwahyudin, D. S. (2025). Akad Nikah Virtual: Transformasi Hukum Perikatan dan Pembaharuan Fiqh Muamalah Digital [Virtual Marriage Contract: Transformation of Contract Law and Renewal of Digital Fiqh Muamalah]. *Educativa: Jurnal Pendidikan Agama Islam*, 3(2), 1–10. <https://doi.org/10.64319/jpai.v2i2.166> [In Indonesian]
- Riza, M. H. (2021). Digitalisasi Dakwah Sebagai Upaya Membangun Peradaban Baru Islam Di Masa Pandemi Covid-19 [Digitalization of Da'wah as an Effort to Build a New Islamic Civilization During the Covid-19 Pandemic]. *Fastabiq: Jurnal Studi Islam*, 2(1), 45–61. <https://doi.org/10.47281/fas.v2i1.33> [In Indonesian]
- Saidon, R., Sakinah, H., & Aziz, A. A. (2021). Perkahwinan Jarak Jauh Dalam Kalangan Masyarakat Islam Di Malaysia Menurut Perspektif Fiqh Dan Undang-Undang Keluarga Islam [Long Distance Marriage Among Islamic Communities in Malaysia According to the Perspective of

- Fiqh and Islamic Family Law]. *Journal of Fatwa Management and Research*, 26(2), 211–226. <https://doi.org/10.33102/jfatwa.vol26no2.393> [In Indonesian]
- Sugiyono. (2017). *Metode Penelitian Pendidikan: Pendekatan Kuantitatif, Kualitatif, dan R&D* [Educational Research Methods: Quantitative, Qualitative, and R&D Approaches]. Alfabeta.
- Ulinnuha, M. D. (2024). *Pandangan Para Penghulu Kua Di Kabupaten Kebumen Terhadap Pemberlakuan Bimbingan Perkawinan Sebagai Syarat Wajib Pernikahan Berdasarkan PMA No. 30 Tahun 2024 Tentang Pencatatan Perkawinan* [Perspectives of KUA Marriage Officials in Kebumen Regency on the I. Skripsi, UIN Prof. K.H. Saifuddin Zuhri Purwokerto.
- Zed, M. (2008). *Metode Penelitian Kepustakaan* [Library Research Method]. Yayasan Pustaka Obor Indonesia.



© 2025 by the author. Submitted for possible open access publication under the terms and conditions of the Creative Commons Attribution (CC BY SA) license (<http://creativecommons.org/licenses/by-sa/4.0/>).