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LEGAL ANALYSIS OF THE CONSEQUENCES OF THE IMPLEMENTATION OF A SURROGACY CONTRACT BY A SURROGATE MOTHER ON THE STATUS OF INHERITANCE RIGHTS OF CHILDREN BORN IS REVIEWED FROM A POSITIVE LEGAL PERSPECTIVE

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Abstract:

Surrogacy Contract made by Surrogate Mother "Surrogate Mother" is a surrogate mother is an agreement between a woman who binds herself through an agreement with another party (husband and wife) to become pregnant with the results of the husband and wife's fertilization implanted into her womb, and after giving birth is required to hand over the baby to the husband and wife based on the agreement made.

The purpose of this research study can formulate the main problems, namely first, How the analysis of the legal consequences of the implementation of the surrogacy contract by the surrogate mother on the inheritance status of the child born is reviewed based on a positive legal perspective, second, how the status of inheritance rights of children born from a surrogacy contract by a surrogate mother is reviewed based on a positive legal perspective.

The research method is juridical normative using primary, secondary and tertiary legal materials. And the results of this research study, first, on the Surrogacy Contract by surrogate mother, the agreement is invalid under Article 1320 of the Civil Code because it does not meet the objective legal requirements in the agreement and is contrary to existing laws and regulations. Second, against the Surrogacy Contract by the surrogate mother of the inheritance rights of children born according to the Marriage Law, the child has the right to inherit from the surrogate mother's legal husband and his family.

Keywords: Agreement, Womb Lease, Surrogate Mother, Inheritance Rights, Children.

I. Introduction

Man by nature is a creature who is more glorified and prioritized by God than other creatures. Even Allah S.W.T has established regulations related to marriage

for mankind. So the rules made by Allah S.W.T are not allowed to be violated, because in fact humans are not allowed to do whatever they want to ignore all the commands and recommendations that Allah

S.W.T has made to his people. Therefore, based on the provisions of the Compilation of Islamic Law in Article 2 (KHI) of the Compilation of Islamic Law has explained that: "Marriage according to Islamic law is marriage, that is, a very strong contract miitsaqan ghaliizhan to obey the commandments of Allah and to do so constitutes worship". Marriage is aimed at forming a family, continuing Heredity, preventing despicable acts (morals) and maintaining peace of mind and soul. For the importance of marriage means not only concerning sex relations between men and women, but more broadly concerning the life and interests of society, nation and State. Law No. 1 of 1974 concerning Marriage explains that marriage is closely related to spirituality and religion. Marriage not only has a physical or physical element, but the mental or spiritual element also has an important role so that it can form a happy family close relationship with offspring, which is also the purpose of marriage, maintenance and education become the rights and obligations of parents. Therefore, the presence of children in the household is always awaited and expected by the family, especially for married couples who have not been blessed with offspring in their marriage for a long time. With his presence are very happy moments and awaited by married couples and families. Children born healthy in perfect limb condition and good functioning are things that are coveted by

married couples. In essence, children are gifts from the Almighty to parents. Children are also a trust and adornment for them, as well as pride in the future. Even children are also calming the heart, cooling the soul, and leaders of pious people. So as in the word of Allah S.W.T in the provisions of the Qur'an Surah Al-Furqan [25]: 74) :

رَبَّنَا هَبْ لَنَا مِنْ أَزْوَاجِنَا وَذُرِّيَّاتِنَا قُرَّةَ
لِنَا لِلْمُتَّقِينَ إِمَامًا

It means: "O our Lord, grant us our wives and our offspring as comforters of (our) hearts, and make us priests of the righteous". (Q.S Al-Furqan [25]: 74).

To the provisions of the position of children above, contribute that the scholars of tafsir say, the meaning of qurrata a'yun in the verse above is children who are pious, obedient to Allah, filial to parents, beneficial to others. So if the child who has this temperament becomes the leader of the pious, it becomes the pride and defender of the parents in this world and the hereafter. However, this child was not born out of thin air. But it takes a hard struggle from parents to nurture, nurture, and educate him, even certainly financing it. Based on the status of the position of children in the concept of marriage, that by obtaining legitimate offspring can only be obtained through legal marriage. Through this marriage, it can be hoped that a legitimate nasab can be born because women who get seeds from official channels, are able to

provide offspring that can be guaranteed validity both against the position of birth of the child and the status of the legitimate child in a legal marriage. The presence of children is one of the determining factors of harmony in a marriage and the presence of children can reduce the number of polygamy (having more than one wife) and the divorce rate. At certain times due to the wife being unable to bear children that can be used as a reason for the husband to have more than one wife (polygamy) which is an exception to the principle of monogamy. Makes a wife feel upset, anxious, very worried and unable to give her husband a child. The difficulty in obtaining offspring is caused by several factors from one-third on the wife's side, one-third on the husband's side and one-third from the two combined. These abnormalities occur in reproduction between husband and wife or both. Reproduction is an activity of human effort to continue their offspring as a natural inherent right, which is one of the three original rights given by God Almighty, namely the right to freedom (the others are the right to life and property) as long as it does not interfere with certain interests in society (moral norms, religious norms, and the rule of law) so that instinctively, Every living thing (including humans) wants to have offspring despite individual limitations (including disease and social) so that it is not normally or naturally possible to have offspring. Since the time of the formation of man, humans have carried out reproductive

activities. One of the most controversial is the technique of artificial reproduction. Because of artificial reproduction along with the development of advanced science and technology (IPTEK), it is a way to get children easily obtained by utilizing technology that has developed in the era of globalization at this time, it is taken by using IVF, Even by way of womb rental or womb rental (surrogacy mother) is done by surrogate mothers. Biotech-medical discoveries in the field of medicine have found a new method, namely artificial insemination known as in vitro fertilization (IVF program). In line with the increasingly rapid in vitro fertilization, the idea of Surrogate Mother (surrogate mother / womb rental / gestational agreement) emerged which is a woman who is willing to rent her uterus with an agreement to conceive, give birth, and give back the baby in exchange for a material amount to a married couple who cannot have children because the wife cannot conceive. The womb lease agreement for the Surrogate Mother surrogate mother is called a gestational agreement. In plain language it means 'surrogate mother' or 'guardian mother'. Based on the development of the surrogacy contract by surrogate mother is a new thing, because surrogacy contract technology by surrogate mother is usually done if the wife is unable and cannot get pregnant or give birth. The embryo is raised and born from the womb of another woman instead of the wife, even though the baby belongs to (legally) the

husband and wife who wish to have the child. For her services, the woman who owns the womb usually receives a payment in the amount agreed upon by the family who wants to rent her uterus, and the woman must sign an agreement to immediately hand over the baby to be born to the family who has rented. So the types of uterine rent that apply consist of 2 (two), namely as follows: a) Gestational surrogacy: an embryo usually derived from the husband's sperm and the wife's egg met through IVF technology, implanted in the rented woman's uterus;

b) Rent the uterus with the participation of the egg (genetic surrogacy): ie the egg cell that also forms the embryo is the egg cell belonging to the woman whose uterus is rented, while the sperm is the husband's sperm. Even though the woman who owns the uterus is also the owner of the egg, she still has to give up the child she conceived and gave birth to the husband and wife who rented it. Therefore, normatively, if there is already an agreement, the surrogate mother is not the mother of the baby. Because with the meeting of sperm and eggs in the second type can be through artificial insemination, it can also be through intercourse between the husband and the woman who owns the egg whose uterus is rented. Against the above two types of Rahim rent, in this second case, viewed from any angle and for whatever reason, constitutes adultery. Against the provisions of the surrogacy contract or Rahim lease agreement is not legal terms if

viewed from the provisions of the validity conditions of an agreement stipulated in Article 1320 of the Civil Code regarding "lawful causes" and contrary to the rules of Positive Law in Indonesia, namely based on Law No. 36 of 2009 concerning Health, Government Regulation No. 61 of 2014 concerning Reproductive Health, Minister of Health Regulation No. 43 of 2015 concerning Assisted Reproductive Services, Law No. 1 of 1974 concerning Marriage . So when viewed from various legal issues regarding surrogacy contracts or womb lease agreements that occur, it can show that actually infertile married couples also need surrogate mothers (Surrogate Mothers) with the aim of obtaining offspring (children) to continue offspring . So the provisions regarding the legal status of the child born in the surrogacy contract (lease agreement) are the child of the surrogate mother who has conceived and given birth to him. Where the child is a legitimate child of the surrogate mother, and in fact if the parent of the seed owner (biological) wants to make the child a legitimate child, it must be with child binding techniques.

The main issues studied are as follows: How is the analysis of the legal consequences of the implementation of the surrogacy contract by the surrogate mother on the inheritance status of the child born based on a positive legal perspective, how the inheritance status of children born from a surrogacy contract by

a surrogate mother is reviewed from a positive legal perspective.

II. Legal Materials and Methods

The type of research used is normative legal research, and the nature of descriptive research analysis that describes the problem phenomenon of positive legal provisions. The type of data collection technique in this study is obtained from literature data sources in this study carried out to obtain secondary data obtained from literature study data sourced from primary legal materials, secondary legal materials and tertiary legal materials, namely in the form of the following:

- 1) Primary legal materials, namely binding legal materials, consisting of laws and regulations, official records, minutes in making legislation and judges' decisions. In this study the primary legal materials used are as follows:
 - a. Basic norms and basic regulations: Pancasila and the 1945 Constitution;
 - b. Laws and regulations: , Law Number 36 of 2009 concerning Health, Government Regulation Number 61 of 2014 concerning Reproductive Health, Minister of Health Regulation Number 039/Menkes/SK/I/2010, Compilation of Islamic Law (KHI).
- 2) Secondary legal materials, namely legal materials that can provide explanations of primary legal materials such as books, journals, papers, and research results, and the results of scientific works of other legal circles. In this secondary legal material research includes the following:
 - a. The results of scientific work of scholars and experts related to legal analysis of the implementation of the surrogate mother agreement are reviewed

according to a positive legal perspective;

- b. The results of research on the consequences of the legality of notary deeds, marriage agreements, the implementation of surrogate mother agreements are reviewed according to a positive legal perspective.
- 3) Tertiary legal materials, legal materials that provide guidance and explanations to primary legal materials and secondary legal materials in the form of scripture books, legal dictionaries, English dictionaries, large Indonesian dictionaries, magazines, internet sites related to the implementation of surrogate mother agreements are reviewed according to a positive legal perspective, journals that will be analyzed with the aim of better understanding in the research of this scientific paper.

III. Result and Discussion

Sub-heading of the discussion 1

1. Analysis of the legal consequences of the implementation of the surrogacy contract by the surrogate mother on the inheritance status of the child born is reviewed based on a positive legal perspective Surrogacy contract made by married couples who want to have children but cannot conceive in a natural way who then decide to use surrogery mother pregnancy efforts. So the legal consequences arising in the surrogate mother agreement if one party breaks a promise or acts of default, it cannot sue the other party legally because there is no legal basis for the parties to sue because in the context of the problem the agreement does not meet the objective requirements of the validity of an agreement, resulting in the agreement being null and void (van rechtswege nietig), Therefore, juridically the agreement never existed and there was never an engagement between the parties to the agreement. Surrogate mother from Dutch is a barring contract, while in English it is called a surrogacy contract. Surrogate mother is a woman who conceives

a child for the benefit of another person and also gives a child for the benefit of another person and also gives her rights as a parent to that other person or a woman who is pregnant with a child whose seed comes from another couple and then after the woman gives birth will give the right to the care of the child born to the couple from which the seed originated. In the opinion of Fred Amelen states that a woman who binds herself through a covenant with another party (husband and wife) to become pregnant after the inclusion of the union of male germ cells and female germ cells, which is fertilized outside the uterus until childbirth according to the agreement which then the baby is handed over to the husband and wife in exchange for agreed material. Surrogate mother is a test tube baby technique (in vitro fertilization), namely where the sperm and ovum of a husband and wife are processed in a tube, then inserted into another person's womb, not into the wife's womb. The woman who is willing to entrust her embryo is called a surrogate mother and married couples who want to use the services of a surrogate mother are usually called intended parents. The surrogate mother is given costs for all needs during the process of carrying the child, during the birth process and after giving birth. After giving birth to the child, the surrogate mother must hand the child over to the intended parent. So, according to the provisions of the union of the seeds of a man (husband) and a woman (wife), which are then replanted in the womb of a surrogate mother, the surrogate mother is bound by an agreement made with the husband and wife with certain compensation for the woman who rents the womb. After giving birth, the surrogate mother is obliged to give the baby she is carrying to the parents who have rented out the womb based on the agreement that has been made. In Purwadarminto's opinion the word "rent" means the use (borrowing) of something by paying money. The meaning of the word "uterus" is womb. So, the definition of womb rent according to language is the use/borrowing of the womb by paying money or by paying a reward. According to the term, womb renting is using another woman's womb to contain female seed (ovum) which

has been combined with male seed (sperm), namely a husband and wife couple. The fetus is carried by the woman until it is born, then the husband and wife who want to have a child will pay a certain amount of money to the woman who rents out her womb.

a) Rental Agreement in the Case of Womb Rental

A contract is a relationship or engagement between consent and qabul in accordance with the wishes of the sharia which determines the existence of legal consequences for the object of the agreement. A contract will be valid if it fulfills several conditions, including: shighat (ijab-qabul), actor (aqidain), object of the contract (ma'qud 'alaih). The object of the contract must fulfill six conditions, including: (1) it must be pure, with this condition meaning that the object of the contract which is unclean is not valid, (2) it can be bought and sold and rented, (3) it has benefits, (4) it has property rights, and (5) can be submitted during the contract, and (6) must be clear and known to both parties.

In the case of renting a womb, these three conditions are indeed fulfilled, but in the object of the contract there is an 'ilat which makes these conditions invalid. As explained by Said Agil Al-Munawwar, sperm and ovum are not considered unclean, but if the mixture between the two turns into alaqah (a clot of blood attached to the uterine wall), it has become unclean. This is closely related to the rental of the uterus. This is because the transfer of the fertilized egg in a glass tube into the woman's uterus takes place when it has become an embryo. Although in this case what is being rented is not sperm and ovum but the uterus. However, in cases like this, there is a reciprocal relationship, namely the owner of the uterus is paid according to the agreement by another woman as the owner of the ovum. This means that both laws are the same.

In the Islamic view, a woman's womb has high honor and is not an insulting object that can be rented or bought and sold, because the womb is a member of the human body which has a strong connection with instincts and feelings during pregnancy, different from hands and feet which are used for work and for example which are not. involves feelings.

And it is included in a prohibited environment because humans do not have the right to rent out their wombs which would involve determining their lineage. So, renting out body organs, including the uterus, is haram according to Sharia, because apart from triggering social problems, it will also lead to exploitation of poor people by selling their organs to get money to meet their needs.

b) Emergency Concept in Rental Womb

The concept of emergency is a very urgent need, which is impossible to avoid, which causes someone to attack and violate sharia prohibitions which are haram. As said by 'Izzuddin Ibn 'Abd al-Salam, the aim of the Shari'ah is to achieve benefit and reject evil. If reduced to a more concrete level, mashlahah brings benefits while mafsadah results in harm. Therefore, it is not surprising that Ahmad Nadwi stated that the application of emergency rules covers all fiqh material. So empirically the ulama' provide exceptions to this rule. Firstly, if eliminating harm results in the arrival of another harm of the same level, this is not permissible to do. Like someone who is starving takes food from another person who is also starving, even though the first person is also starving. Second, if eliminating harm creates other harm that is greater or of a higher level, this is even more impermissible. Apart from that, in eliminating harm, it is forbidden to go beyond the limits and there really is no other way, unless the prohibited action is the only way. That one of the purposes of renting a womb is to have a child with the help of medical technology because the wife's womb cannot process the fetus. However, in renting a womb, a distinction must be made between necessities and emergencies, lest the person who is forced violates the basic principles of the Shari'ah, namely maintaining the rights of others, creating justice, fulfilling trusts, and avoiding harm.

So, regarding the development of surrogate mother rental agreements, there are no definite basic rules to regulate the validity and status of surrogacy contract practices by surrogate mothers.

If referred to Indonesian positive legal regulations, the provisions of laws and regulations relating to the issue of surrogate

mother rental agreements, if viewed from the perspective of Law No. 1 of 1974 concerning Marriage, in the provisions of Article 42 of the Law concerning Marriage, has identified that a legitimate child is a child born in or as a result of a valid marriage. Due to this provision, legal problems arise where children born from the practice of renting a womb can have the status of an illegitimate child if the surrogate mother is not bound by a valid marriage as referred to in the marriage law. And also the regulations of Law No. 36 of 2009 concerning Health (Health Law) have provided an explanation that independence from pregnancy outside of natural means can only be carried out legally by a married couple. Meanwhile, in its implementation, the womb rental agreement for the fertilization results of the sperm and ovum of the husband and wife concerned is not implanted in the womb of the legal wife, but instead the seeds are implanted in the womb of another woman (who is not the legal wife/another woman or there is no legal marriage bond between both parties) which will later contain the seeds of the husband and wife.

Based on the views of the Indonesian Ulema Council (MUI), which was announced on May 26 2006, it has also provided understanding to the public by proclaiming that practices involving the transfer of embryos to entrusted wombs are haram practices, because they involve issues of lineage and inheritance for the child in the future. In implementing a womb rental agreement (surrogacy contract) by a surrogate mother, each party is obliged to comply with or carry out an agreement that they have agreed to. Because in carrying out the agreement properly in accordance with the agreement it is the good faith of each party to carry it out. In other words, each party must fulfill and implement the agreement they reached in good faith.

As stated in research in the journal R. Febrina Andarina Zaharnika, the validity of an agreement made must be done with a written agreement, because it has perfect evidentiary power and is binding if in court provided that it can be proven:

“The legality of authentic deeds as a legal document can be used as perfect evidence at the time of a trial, and the validity of the authentic deeds submitted by the plaintiff, in the form of other evidence documents, can weaken or prove the truthfulness of the claims in the trial”.

Regarding the provisions above, the researcher tries to analyze and assume in providing a perception of the womb rental agreement by the surrogate mother above, that this agreement has the object of study of legal issues which lies in the position of the woman's womb (mother's womb) which is the object of an agreement. According to the author in this case, a woman's womb (mother's womb) cannot be equated with the form of an object or form of goods that can easily be bought and sold or rented by the parties. And what makes the agreement invalid is because it violates existing statutory regulations (or positive law) in force, namely Law No. 1 of 1974 concerning Marriage, Law No. 36 of 2009 concerning Health Article 127 paragraph 1, Government Regulation No.61 of 2014 concerning Reproductive Health, Regulation of the Minister of Health of the Republic of Indonesia No.73/Menkes/PER/II/1999 concerning the Implementation of Artificial Technology Services, Regulation of the Minister of Health of the Republic of Indonesia No.039/SK/2010 concerning the Implementation of Assisted Reproductive Technology Services, S K Director General of Medical Affairs, Ministry of Health of the Republic of Indonesia in 2000 concerning Guidelines for Test Tube Baby Services in Hospitals. In fact, it is also contrary to decency, namely moral norms and customs or general habits of society, contrary to religious teachings (Islam) because there are basic elements that prohibit the practice of renting a womb by a surrogate mother, namely related to the element of adultery, eliminating one's instincts or inner self. a surrogate mother or surrogate mother because she had to give up her child being handed over to another mother, contrary to public order. In fact, it will also be contrary to the conditions that are the object of the agreement or agreement itself, where the

womb is not an object and cannot be rented out (rental law) which is contained in the Civil Code (Civil Code).

Sub-heading of the discussion 2

2. The Status of Inheritance Rights of Children Born from a Surrogacy Contract by a Surrogate Mother is Reviewed Based on a Positive Legal Perspective. Basically, related to the surrogacy contract according to the Health Law and the Civil Code, it is not specifically regulated and even implicitly the surrogacy contract and the practice of methods (surrogacy contracts) for having children are prohibited in Indonesia according to law. positive. Based on the provisions of Article 127 paragraph (1) letter a of the Health Law, Article 40 paragraph (2) and Article 43 paragraph (3) letter b Government Regulation No. 61 of 2014 concerning reproductive health prohibits the practice of surrogacy contracts, namely implanting embryos into the uterus. women other than the legal wife's womb, where the ovum originates, Minister of Health Regulation number 43 of 2015 concerning the Implementation of Assisted Reproduction Services or Pregnancy Outside of Natural Methods. If seen in general, the rights and obligations of the lessee, M. Yahya Harahap, regarding the rights and obligations of the lessee are: "Pay or pay off the rent and the specified time, use the rented goods properly, the lessee is obliged to bear all damages. and, returning the rented items." Meanwhile, the rights and obligations of the renter can be seen as follows:

“The party who rents out has the right to enjoy the benefits of the goods leased; The renting party also has the right to request the rented item if the time period has expired; The party who rents out has an obligation to (based on Article 1550 of the Civil Code): deliver the leased item in good condition, maintain the leased item, provide the lessee with peaceful enjoyment, bear any deficiencies in the leased item.”

Meanwhile, regarding the womb rental agreement by the surrogate mother, the rights and obligations of the surrogate mother are: “Regarding surrogate mothers, married women must have the husband's permission,

not daughters or widows; A surrogate mother during her husband's mandatory iddah period eliminates doubts about the existence of a compound seed in order to avoid a mix of lines; responsible for raising the fetus; check the health of the fetus regularly, health reports on the health of the mother and the fetus in her womb; The right to receive wages, care and maintenance costs during pregnancy and postpartum are the responsibility of the seed owner and the surrogate mother has the right to breastfeed the baby, because otherwise it will cause harm to the biological mother.

Analysis of womb rent according to Islamic law is not permitted because it is regulated in Law no. 23 of 1992, Law no. 36 of 2009 concerning health, Minister of Health Regulation no. 039 Menkes/SK/2010 concerning the Implementation of Assisted Reproductive Technology Services, Government Regulation No. 61 of 2014 concerning Reproductive Health, Fatwa of the Indonesian Ulema Council (MUI) on 26 May 2006.

IV. Conclusion and Suggestion

The conclusions from the study of the legal issues above are as follows: First, a legal analysis of the implementation of the Surrogate Mother's Womb Rental Agreement (Surrogacy Contract) regarding the fact that the implementation of the surrogate mother's agreement, if seen in positive law, is invalid because it has been violated. existing laws and regulations (or positive law) that apply, namely Law No.1 of 1974 concerning Marriage, Law No.36 of 2009 concerning Health Article 127 paragraph 1, Government Regulation No.61 of 2014 concerning Reproductive Health , Regulation of the Minister of Health of the Republic of Indonesia No.73/Menkes/PER/II/1999 concerning the Implementation of Artificial Technology Services, Regulation of the Minister of Health of the Republic of

So the agreed causes of inheritance are three, namely as follows: kinship, husband-wife relationship, and power (al-wala'). Based on the inheritance rights of children born as a result of a surrogacy contract by a surrogate mother, it is referred to the marital status of the mother who gave birth to her or her surrogate mother, if the woman is legally bound by marriage then in accordance with the law The child's marriage has a civil relationship with the husband of the surrogate mother and has the right to inherit from that husband. If the surrogate mother or surrogate mother is not married then the child has the right to inherit to the biological mother, or the surrogate mother's surrogate mother and the surrogate mother's family. , then regarding inheritance rights, refer to the Constitutional Court decision No.46/PUU-VIII/2010 that the child's biological father or the child's genetic father is obliged to provide support. If the adoption of a child is carried out by the child's biological parents for the benefit of the child, then the child's civil relationship with the surrogate mother or surrogate mother is terminated.

Indonesia No.039/SK/2010 concerning the Implementation of Assisted Reproductive Technology Services, Decree of the Director General of Medicine, Ministry of Health of the Republic of Indonesia in 2000 concerning Guidelines IVF Services in Hospitals. It even goes against decency, namely moral norms and customs or general habits of society. Second, regarding the status of inheritance rights of children born to surrogate mothers related to the surrogacy contract according to the Marriage Law, children have the right to inherit from the surrogate mother's legal husband and his family. And in essence, if the child adopted by the biological parents, the child's civil relationship with the parents, namely the surrogate mother, is terminated. And based on the provisions of the Constitutional Court decision Number 46/PUU-VIII/2010, the biological father or genetic father of the child is obliged to

provide maintenance If the child is adopted by the biological parents for the sake of the child, the child's civil relationship with the surrogate mother is terminated.

Acknowledgement (optional)

Problem identification, this research uses a normative juridical or doctrinal approach. The normative juridical approach is a legal research method carried out by examining library materials and is used because this research has a starting point and uses primary data, namely secondary data. This research is often also called doctrinal legal research, namely library research or document study because this research is carried out or aimed only at written regulations or other legal materials or in essence research is carried out by examining library materials or data. secondary which consists of primary legal materials, secondary legal materials and tertiary legal materials. So doctrinal legal research uses secondary data, by studying and reviewing or in an effort to make an inventory of positive legal principles, the discovery of legal principles and the basis of positive legal philosophy to find out what the actual legal behavior of perpetrators is in legal relations and the normative order of analysis. Laws Regarding the Implementation of Surrogate Mother Agreements Reviewed from a Positive Legal Perspective. originating from library materials and other statutory regulations. Normative legal research not only examines regulations in the form of legislation but also principles related to research problems. As the researcher explained previously in the background of the author's research, it is hoped that the use of this approach will be able to explain objectively all the problems studied as a basis for preparing material in writing this journal research for the purposes of journal publication of scientific work for a lecturer.

1) From a theoretical perspective, this research is expected to contribute to the development and progress of science, in this

case the development and progress of legal science in general regarding marriage agreements which are regulated in marriage law and Islamic law in accordance with the laws that apply to each group. . It is also hoped that this research can be used as an additional reference for academics, writers and groups interested in the same study.

2) From a practical perspective, it can be used as input and a source of information for the government and related institutions. This research can also be used as a source of information and reference for policy makers to take strategic steps in implementing marriage law for society.

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