

ANAYASA

(Journal of Legal Studies)

E-ISSN: 2987-9965

Vol.4, No. 1, Juli 2026

ENGAGEMENTS CANCELED DUE TO DOWRY PAYMENTS: A NORMATIVE, PHILOSOPHICAL, AND SOCIOLOGICAL PERSPECTIVE IN ILIR TALO SUBDISTRICT, SELUMA REGENCY

^{*1}Helbet Triono, ²Miti Yarmunida, ³Iim Fahimah

^{*1,2,3}Universitas Islam Negeri Fatmawati Sukarno Bengkulu

Email: ^{*1}helbetbae@gmail.com, ²miti_yarmunida@mail.uinfabengkulu.ac.id,

³iimfahimah@mail.uinfabengkulu.ac.id

Abstract

The tradition of the “uang hantaran” is part of the customary practices of the Serawai community in Ilir Talo Subdistrict, Seluma Regency, and its implementation can be one of the factors leading to the cancellation of a marriage proposal. This study aims to analyze the process leading to the cancellation of marriage proposals due to betrothal money and to examine it from normative, philosophical, and sociological perspectives. This study employs a qualitative research method, specifically field research, using an empirical-juridical, sociological, conceptual, and Islamic law approach. Data were collected through interviews, observations, and documentation from traditional leaders, religious leaders, and community members who have experienced engagement cancellations due to dowry payments. Data analysis was conducted through the stages of data reduction, data presentation, conclusion drawing, and verification. The research findings indicate that the cancellation of a marriage proposal is not solely caused by the high amount of the betrothal gift but results from the interaction of various factors, including changes to the initial agreement, additional demands made outside the scope of the deliberation process, the economic capacity of the prospective groom, the educational level of the prospective bride, the family’s social status, and pressure from the extended family to maintain the family’s prestige and honor. Normatively, the cancellation of a proposal is permissible because the betrothal has not yet resulted in legal consequences such as marriage; however, ethical considerations and the greater good must still be taken into account. Philosophically, the setting of an excessive betrothal gift amount is inconsistent with the values of justice, the greater good, and the maqashid al-sharia. Sociologically, the betrothal gift represents a “living law” in Serawai society, having shifted in meaning from a symbol of respect to a component of social prestige. Therefore, the tradition of the betrothal gift must be carried out based on mutual consultation, the financial capacity of the parties involved, justice, and the common good so that it remains in harmony with the objectives of both customary law and Sharia.

Keywords: Canceled Engagement, Engagement Gift, Islamic Law, Serawai Society, Living Law

Abstrak

Tradisi uang hantaran merupakan bagian dari praktik adat masyarakat Serawai di Kecamatan Ilir Talo Kabupaten Seluma yang dalam pelaksanaannya dapat menjadi salah satu faktor terjadinya pembatalan lamaran. Penelitian ini bertujuan untuk

menganalisis proses terjadinya lamaran batal akibat uang hantaran serta mengkajinya dari perspektif normatif, filosofis, dan sosiologis. Penelitian ini menggunakan metode penelitian kualitatif dengan jenis penelitian lapangan (field research) dan pendekatan yuridis empiris, sosiologis, konseptual, serta hukum Islam. Data diperoleh melalui wawancara, observasi, dan dokumentasi terhadap tokoh adat, tokoh agama, dan masyarakat yang memiliki pengalaman terkait pembatalan lamaran akibat uang hantaran. Analisis data dilakukan melalui tahap reduksi data, penyajian data, serta penarikan kesimpulan dan verifikasi. Hasil penelitian menunjukkan bahwa lamaran batal tidak semata-mata disebabkan oleh tingginya nominal uang hantaran, tetapi merupakan hasil interaksi berbagai faktor, antara lain perubahan kesepakatan awal, tuntutan tambahan di luar hasil musyawarah, kemampuan ekonomi calon mempelai laki-laki, tingkat pendidikan calon mempelai perempuan, status sosial keluarga, serta tekanan keluarga besar untuk mempertahankan gengsi dan kehormatan keluarga. Secara normatif, pembatalan lamaran diperbolehkan karena peminangan belum menimbulkan akibat hukum seperti perkawinan, tetapi tetap harus memperhatikan etika dan kemaslahatan. Secara filosofis, penetapan uang hantaran yang berlebihan tidak sejalan dengan nilai keadilan, kemaslahatan, dan maqashid al-syariah. Secara sosiologis, uang hantaran merupakan living law dalam masyarakat Serawai yang mengalami pergeseran makna dari simbol penghormatan menjadi bagian dari prestise sosial. Oleh karena itu, tradisi uang hantaran perlu dilaksanakan berdasarkan musyawarah, kemampuan para pihak, keadilan, dan kemaslahatan agar tetap selaras dengan tujuan adat dan syariat.

Kata kunci: Lamaran Batal, Uang Hantaran, Hukum Islam, Masyarakat Serawai, Living Law

INTRODUCTION

Marriage in Islam is a legal and social institution that aims not only to legitimize the relationship between a man and a woman but also to establish a family characterized by *sakinah, mawaddah, and rahmah*. This orientation is emphasized in Surah al-Rum [30]: 21, which describes marriage as a means of attaining peace and fostering *mawaddah* and *rahmah*. In the context of national law, Law No. 1 of 1974 on Marriage, as amended by Law No. 16 of 2019, defines marriage as a physical and spiritual bond between a man and a woman to form a happy and lasting family based on belief in the One and Only God. Thus, marriage within the Indonesian legal system exists at the intersection of religious norms, state law, and the social values that have evolved within society.

The intersection between religious and cultural norms has become increasingly complex because marriage in Indonesian society is generally not merely an individual legal event but also a social event involving the extended family and the community. In communities that still uphold customary law, various stages preceding the marriage contract often gain social legitimacy through customs passed down from generation to generation. One such stage is *khitbah*, or the proposal. From an Islamic legal perspective, *khitbah* is the process of expressing the intention to marry a woman and serves as a preliminary stage before the marriage contract. However, *khitbah* does not hold the same legal standing as the marriage contract because it does not yet confer the legal status of husband and wife nor give rise to all the rights and obligations of marriage (Khailid & Tanjung, 2023).

The status of *khitbah* becomes significant when the proposal process is followed by a customary agreement regarding specific gifts to the woman's family. In some Indonesian

communities, these gifts are known by various terms, such as *uang hantaran*, *uang panai*, *jujuran*, or other forms of dowry. This practice is fundamentally distinct from the *mahar*. The *mahar* is a gift to which the prospective wife is entitled and has a normative basis in Islamic law, whereas the “uang hantaran” is a social practice rooted in the customs and traditions of the community. Therefore, the “uang hantaran” cannot automatically be classified as an essential element or a valid requirement for marriage. Research on *uang panai* among the Bugis people shows that this gift is a customary requirement that is conceptually distinct from the dowry and does not constitute a condition for the validity of marriage under either Islamic law or positive law (Ruslan, 2023).

From the perspective of Islamic law, the practice of giving a wedding gift can be analyzed through the concept of *urf*. A social custom can gain legal legitimacy if it fulfills the principles of *urf shahih*, namely that it does not contradict Sharia provisions, is widely accepted by society, and does not cause harm. Thus, the existence of the “uang hantaran” is not merely assessed based on whether or not the practice exists in society, but also based on its purpose, the mechanism for determining the amount, the financial capacity of the party bearing the burden, and the impact it causes. A study of the dowry tradition among the Malay community indicates that this practice is acceptable as *urf* as long as it is carried out by mutual agreement and with due consideration for the public interest. Conversely, excessive demands have the potential to create economic burdens, debt, and even hinder the marriage itself (Mawardi et al., 2026).

The issue becomes more complex when the dowry shifts in function from a social instrument to facilitate the marriage to a symbol of social status and family prestige. In certain communities, the amount of money the prospective groom must provide is determined not only by the needs of the marriage but is also influenced by his level of education, occupation, social status, family reputation, and perceptions regarding the prospective bride’s standing. Research on the Bugis tradition of *uang panai* indicates that the value of *uang panai* can represent both an expression of respect for the woman and a symbol of the family’s social status (Falah & Achmad, 2024). Other studies show that the practice of *uang panai* also has a social dimension related to family honor and social constructs regarding the suitability of the prospective groom (Marwing & Susanto, 2024).

This transformation has the potential to create problems when the prospective groom’s economic capacity does not align with the demands of the bride’s family. Under such circumstances, the betrothal gift can shift from being an instrument that supports marriage to a mechanism that actually hinders it. Research on “*uang panai*” indicates that high economic demands can be one of the factors leading to the postponement or even the failure of a marriage (Ruslan, 2023; Raina & Rachmainy, 2025). This phenomenon demonstrates that traditional customs do not always have homogeneous social consequences. Traditions that were originally established to uphold honor, solidarity, and interfamily relationships can yield different consequences when faced with changes in economic conditions, education, and social structures within a community.

This context is relevant to the Serawai ethnic group in Ilir Talo Subdistrict, Seluma Regency, Bengkulu Province. The Serawai people are one of the ethnic communities thriving in the Bengkulu region and possess a customary system that governs various aspects of social life, including marriage. The Serawai people's marriage proposal practices still preserve customary elements passed down through generations. Research on linguistic practices in Serawai traditional marriage in the Ilir Talo area shows that the stages of traditional marriage still hold social and symbolic significance for the local community (Nova, 2022). This indicates that the marriage process among the Serawai people cannot be understood solely through the lens of formal law but must be situated within the surrounding social and cultural structure of the community.

In Serawai tradition, the exchange of betrothal gifts is part of the negotiation process between the family of the prospective groom and the family of the prospective bride. This process is not merely a material transaction but serves as a forum for social communication to reach an agreement prior to the marriage. This pattern of negotiation demonstrates that families play a crucial role in determining the continuity of the relationship between the prospective couple. In practice, the agreement reached through social negotiation can serve as the basis for the expectations of both parties, even though it does not yet hold the same legal standing as a marriage contract.

The phenomenon observed in Ilir Talo Subdistrict reveals a more complex issue. In one case, the families had previously agreed on a dowry of Rp25,000,000 and a bride price of 5 grams of gold. However, after the betrothal process began, these demands were revised to Rp30,000,000 with a bride price of 7 grams of gold. The prospective groom was unable to meet these revised demands due to financial constraints, resulting in the cancellation of the marriage plans. This case demonstrates that the failure to proceed with the marriage is not solely due to the amount of the betrothal gift, but also to changes in the agreement, additional demands, financial capacity, educational level, the family's social status, and pressure from the extended family to maintain honor and social prestige.

This phenomenon raises an important legal issue. If the *khitbah* has not yet resulted in a marital bond, then normatively, the prospective couple does not yet have the status of husband and wife. Therefore, failure to fulfill the dowry agreement during the engagement phase cannot be equated with failure to fulfill marital obligations after the marriage contract (*akad*). Since the legal status of *khitbah* differs from that of the marriage contract, the annulment of a proposal must be analyzed within the legal framework of betrothal, not within the framework of divorce or marriage annulment (Khailid & Tanjung, 2023). This conceptual distinction is important because the use of the term "marriage annulment" to describe events occurring before the marriage contract can lead to errors in the legal framework of the research.

From a normative perspective, the issue of the betrothal gift also raises questions regarding the extent to which customary agreements can be morally or socially binding when one party experiences a change in economic capacity. Islamic law does not consider the dowry to be a pillar or a valid condition of marriage. Therefore, the demand for a dowry must be distinguished from the obligation of the *mahr*. In this context, '*urf*' can

serve as an instrument to assess whether a custom remains within the bounds of Islamic law or has instead caused harm. When custom facilitates and supports the realization of a marriage, its existence can serve the public interest. However, when custom results in disproportionate hardship, creates debt, or hinders marriage, its social legitimacy must be evaluated through the principles of *maslahah* and the prevention of *mafsadah* (Mawardi et al., 2026).

The *maqashid al-shariah* perspective provides a theoretical foundation for conducting such an evaluation. Islamic law is, in essence, directed toward realizing public interest and preventing harm. In the context of marriage, these principles relate to the protection of religion, life, lineage, property, and honor. Marriage traditions can be preserved as long as they support these objectives. However, if material demands prevent couples who meet the religious and legal requirements for marriage from continuing their relationship due to economic issues, then it must be questioned whether such practices still yield *maslahah* or have shifted toward *mafsadah*. The *maqashid al-shariah* approach thus allows research to examine not only whether the dowry is a valid custom but also whether its implementation results in justice and public interest for the prospective couple and both families (Pratama et al., 2026).

This issue also has a philosophical dimension. Legal traditions should not be evaluated solely based on their historical existence but also on the values they embody and the consequences they produce. If the dowry is intended as a form of respect for the bride and a contribution to the wedding arrangements, then this practice can have constructive social value. However, if the amount of the dowry is used as an indicator of economic capacity, social status, or family prestige, then issues regarding the principle of justice arise. In such situations, a person's economic capacity can become the basis for social exclusion, leading to the failure of a marriage not because the religious requirements and conditions are not met, but because the economic standards shaped by societal constructs are not fulfilled.

From a sociological-legal perspective, the phenomenon of the dowry can be understood as a form of *living law*. The law that exists within a society consists not only of written norms established by the state but also encompasses customs, values, expectations, and practices that have gained social legitimacy. In the context of Serawai society, the dowry is part of a social norm maintained through the process of cultural inheritance and inter-family negotiation. However, *living law* is dynamic because it can change in response to shifts in the economy, education, family structure, and societal values. Therefore, changes in the amount of the dowry and the pressure to maintain family prestige must be understood as part of the transformation of customary law in contemporary society.

Previous studies on the dowry and *panai'* have made significant contributions to explaining the relationship between customary law, Islamic law, and marriage. However, most research still focuses on Bugis or Malay communities and primarily addresses the legal status, social significance, or economic function of dowry payments (Falah & Achmad, 2024; Marwing & Susanto, 2024; Mawardi et al., 2026; Ruslan, 2023). Research on the Serawai community, particularly in Ilir Talo Subdistrict, Seluma Regency, remains

relatively limited. Furthermore, previous studies generally treat the *hantaran* as a marriage tradition, whereas research specifically analyzing the failure of *khitbah* due to changes in or the non-fulfillment of the *hantaran* agreement still has room for development.

This gap indicates the existence of legal, theoretical, and empirical gaps. *Legal gaps* arise due to discrepancies between the normative status of *khitbah*—which is non-binding, unlike a marriage contract—and the social force of the betrothal gift agreement within the community. *Theoretical gaps* are evident in the suboptimal integration of the perspectives of *‘urf*, *maqashid al-shariah*, justice, and *living law* to explain why a socially accepted tradition can lead to the failure of a marriage. Meanwhile, the *empirical gap* relates to the limited research on the experiences of the Serawai community in Ilir Talo Subdistrict in dealing with changes in dowry agreements.

Based on these gaps, the novelty of this study lies in the integration of normative, philosophical, and sociological perspectives in analyzing the failure of *khitbah* due to dowry. The normative perspective is used to examine the status of *khitbah* and betrothal money in Islamic law and Indonesian marriage law; the philosophical perspective is used to evaluate the principles of justice, public welfare, and the purpose of marriage; while the sociological perspective is used to explain betrothal money as *living law* shaped through negotiation, family expectations, social status, and changing social conditions. The integration of these three perspectives enables this study to provide a more comprehensive explanation of the relationship between religious norms, state law, customary law, and social reality.

Thus, this study aims to (1) analyze the practices and mechanisms for determining betrothal money in the *khitbah* process among the Serawai community in Ilir Talo Subdistrict, Seluma Regency; (2) to identify the factors leading to the failure of a *khitbah* when an agreement on the betrothal gift is not reached or undergoes changes; and (3) to analyze this phenomenon from the perspectives of normative law, philosophical principles of justice and the public good, and the sociological perspective on *living law*. This study is expected to contribute to the development of research on Islamic family law, customary law, and *socio-legal studies*, while also offering an understanding that the continuity of marriage traditions must be situated within the framework of the public interest, justice, economic capacity, and the fundamental purposes of marriage

METHOD

Research Design and Approach

This study employed a field research design with a descriptive qualitative approach to gain an in-depth understanding of the phenomenon of broken engagements associated with the determination and alteration of *uang hantaran* (marriage contribution/payment) among the Serawai community in Ilir Talo District, Seluma Regency, Bengkulu Province. A qualitative approach was selected because the *uang hantaran* phenomenon is not solely related to normative legal aspects but is also shaped by personal experiences, family relationships, social structures, customary values, economic circumstances, and socially constructed notions of family honor and prestige. Accordingly, the phenomenon needs to

be examined within the social and cultural context in which law operates. Methodologically, the study employed empirical juridical, sociological, conceptual, and Islamic legal approaches. The empirical juridical approach was used to analyze the relationship between legal norms and community practices, particularly concerning the legal status of *khitbah* (engagement/proposal), *uang hantaran*, and the consequences of a broken engagement. This approach enabled the study to move beyond *law in books* by examining how legal norms are understood, implemented, and negotiated in everyday social practices.

The sociological approach was employed to understand *uang hantaran* as a social practice and as part of the Serawai community's *living law*. This approach focused on how families and communities construct perceptions regarding the amount of *uang hantaran*, how socioeconomic status influences negotiation processes, and how family demands may affect the continuation of a relationship toward marriage.

The conceptual approach was used to examine relevant legal concepts, including *khitbah*, *mahr* (dower), customary law (*'urf*), justice, public interest (*maslahah*), freedom to choose a spouse, and the protection of prospective spouses. Meanwhile, the Islamic legal approach was used to assess the practice of *uang hantaran* based on primary and secondary sources of Islamic law, particularly the Qur'an, Hadith, *ijma'*, *qiyas*, *'urf*, and the principles of *maqāṣid al-sharī'ah*. The integration of these four approaches was intended to produce an analysis that explains not only what happens, but also why the phenomenon occurs and how it should be positioned from a legal perspective.

Research Setting and Context

The study was conducted in Ilir Talo District, Seluma Regency, Bengkulu Province, an area inhabited by the Serawai community in which customary practices continue to influence the process leading to marriage. The research site was purposively selected because the determination of *uang hantaran* involves negotiation between the families of prospective spouses, and cases have been identified in which engagements were broken when agreements concerning the amount of *uang hantaran* could not be fulfilled or were subsequently altered. The research site was selected not merely because the tradition of *uang hantaran* exists there, but because it provides an empirical context for examining the interaction between Islamic law, national marriage law, customary norms, family interests, and socioeconomic conditions. Ilir Talo District was therefore positioned as the *research setting* for understanding how formal legal norms and social norms interact in determining whether an engagement proceeds to marriage.

3.3. Participants and Sampling Strategy

Participants were selected using **purposive sampling**, namely the selection of participants based on specific characteristics relevant to the objectives of the study. Participant selection was not intended to achieve statistical representativeness but rather to identify individuals capable of providing rich, relevant, and in-depth information concerning the practice of *uang hantaran* and experiences of broken engagements. A total of **10 participants** were involved in the study, consisting of one customary leader, one

religious leader, and eight community members with direct knowledge or experience concerning *uang hantaran* and broken engagements. This composition enabled the study to incorporate diverse perspectives from customary, religious, and community standpoints.

Table 1. Study Participants

PARTICIPANT CODE	NAME	POSITION/CATEGORY
I1	Syahrin	Customary leader
I2	Fauzi Rikman	Religious leader
I3	Angga Putra	Community member
I4	Rike Nadea	Community member
I5	Dewi Yuni	Community member
I6	Median Saputra	Community member
I7	Ukes Puspita Sari	Community member
I8	Yati Patmiati	Community member
I9	Dadik	Community member
I10	Yarma Azmiati	Community member

In reporting the findings, participants' identities may be anonymized using the codes I1–I10 to protect their privacy and reduce the possibility of personal identification. The use of participant codes also enables interview excerpts to be linked consistently to participant categories.

Data Collection Procedures

Data were collected through in-depth interviews, field observations, and document analysis. These three techniques were employed complementarily to develop a comprehensive understanding of the phenomenon under investigation.

First, in-depth interviews served as the primary source of empirical data. Interviews were conducted using a semi-structured format, allowing the researcher to follow a predetermined set of questions while providing participants with sufficient opportunity to describe their experiences, perceptions, and perspectives in their own words. Although the initial interviews were guided by open-ended questions, follow-up questions were developed in response to participants' answers to explore issues such as the mechanism for determining *uang hantaran*, the basis for establishing its amount, changes to previously agreed terms, involvement of extended family members, the economic capacity of the prospective groom, the educational and social status of the prospective bride, and the reasons for the engagement being terminated.

Second, field observation was conducted to obtain contextual information concerning the social environment in which *uang hantaran* practices occur. Observation focused on patterns of social interaction, family negotiation processes, the roles of customary and

religious leaders, and social practices associated with the determination and implementation of *uang hantaran*. Observation served primarily as contextual evidence and as a means of comparing and corroborating information obtained through interviews.

Third, document analysis was used to supplement and corroborate the empirical findings. The documents examined included marriage-related legislation, relevant archival records or documents, Islamic legal literature, available customary documents, and scholarly articles addressing *khitbah*, *mahr*, *uang hantaran*, customary law, and marriage practices within local communities.

Data collection was conducted iteratively. Information obtained from initial interviews was used to identify significant issues that were subsequently explored through additional interviews, observations, and document analysis. This iterative process enabled the researcher to construct interpretations based on the relationship between participants' experiences and the broader sociolegal context.

Data Analysis

The data were analyzed qualitatively using the Miles, Huberman, and Saldaña framework, consisting of data condensation, data display, and conclusion drawing and verification. Analysis was conducted concurrently with data collection so that interpretations could be continuously developed, examined, and verified throughout the research process.

During data condensation, all interview, observation, and documentary data were systematically reviewed. Relevant information was coded and categorized according to emerging issues, including: (1) the construction of *uang hantaran* within Serawai customary practice; (2) mechanisms for determining the amount; (3) changes to agreements; (4) the economic capacity of the prospective groom; (5) education and social status; (6) family pressure; (7) prestige and family honor; (8) reasons for broken engagements; and (9) Islamic legal perspectives on the practice.

The next stage involved data display, in which coded data were organized into thematic categories that enabled patterns and relationships among findings to be identified. Data were presented through thematic matrices and systematic narrative descriptions integrating participants' perspectives with observations and legal documents.

The final stage involved drawing and verifying conclusions. Conclusions were not based on a single participant's statement but were developed through comparison across data sources and interpretation of the relevant sociolegal context. At this stage, empirical findings were examined through the empirical juridical, sociological, conceptual, and Islamic legal perspectives.

Analytically, the study established connections among three layers of inquiry: (1) empirical facts concerning *uang hantaran* and broken engagements; (2) the social and cultural constructions of the Serawai community; and (3) normative evaluation based on national law and Islamic law. This analytical strategy enabled the study to generate an integrated interpretation rather than merely describe an existing customary practice.

Data Trustworthiness and Credibility

The credibility of the findings was established through source triangulation, methodological triangulation, adequate researcher engagement in the field, and verification of emerging findings. Source triangulation was conducted by comparing information provided by the customary leader, religious leader, and community members. Differences among participants' perspectives were not automatically treated as inconsistencies but were examined as expressions of the social dynamics surrounding *uang hantaran* practices. Methodological triangulation was conducted by comparing interview findings with field observations and documentary evidence. For example, information concerning the mechanism for determining *uang hantaran* was compared with accounts from other participants and with available documentary evidence. The researcher also employed prolonged engagement or adequate involvement in the research setting to develop contextual understanding and reduce the risk of interpretive errors. Inconsistencies or ambiguities in the data were revisited through follow-up questions directed to relevant participants. Consequently, the conclusions were constructed not solely from individual perceptions but through systematic verification across multiple sources.

Research Ethics

Because the study involved personal experiences concerning marital relationships, family economic circumstances, and engagement conflicts or termination, ethical considerations constituted an important component of the research process. Participants were informed about the purpose of the study, the intended use of the data, and their right to participate voluntarily or withdraw from participation. Participants' identities should be anonymized in the final scholarly report through the use of codes to maintain confidentiality and minimize potential social risks. Interview excerpts included in the article were selected selectively to represent the analytical themes without disclosing unnecessary personal information. All data were used exclusively for academic purposes and scholarly analysis. The researcher also maintained confidentiality throughout the processes of data collection, analysis, and reporting.

Legal Analytical Framework

To strengthen the article's character as an empirical legal study, the field findings were subsequently analyzed through three analytical dimensions. First, the normative dimension examined the legal status of *khitbah*, *uang hantaran*, *mahr*, and broken engagements under Indonesian marriage law and Islamic legal principles. Second, the philosophical dimension evaluated the practice based on principles of justice, public interest (*maslahah*), equality, freedom, and the objectives of marriage. This dimension was particularly important for assessing whether the determination or escalation of *uang hantaran* remains consistent with the broader ethical objectives of marriage or instead creates excessive social and economic burdens. Third, the sociological dimension examined how customary norms, family structures, economic circumstances, educational attainment, social status, and constructions of family honor shape the practice of *uang hantaran*. Through these three dimensions, the study sought to demonstrate how formal

legal norms, Islamic legal principles, and customary practices interact in shaping decisions concerning the continuation or termination of engagements among the Serawai community.

RESULT AND DISCUSSIONS

The Hantaran Payment as a Sociocultural Institution in the Khitbah Process

Research findings indicate that betrothal money is a social institution that has become integrated into the *khitbah* practices of the Serawai community in Ilir Talo Subdistrict, Seluma Regency. The role of betrothal money cannot be understood solely as an economic transaction between the families of the prospective bride and groom, but must be viewed as a social mechanism that links marriage, family honor, economic capacity, and social legitimacy. In practice, the engagement process serves as a space for negotiation between families, addressing not only the prospective spouses' willingness to marry but also the timing of the marriage ceremony, the dowry, wedding celebration costs, wedding paraphernalia, and the amount of the betrothal gift. This characteristic demonstrates that marriage in Serawai society possesses a strong communal dimension. Marriage is not merely a contract between two individuals but a process of integrating two family networks. The literature on Serawai marriage practices indicates that the marriage process traditionally involves communication, deliberation, the role of traditional leaders, and the broader family structure. Thus, the decision to marry gains legitimacy through a social process that extends beyond the relationship between the prospective husband and wife.

In this context, the dowry can be understood as a *customary marriage payment*—a gift rooted in community norms and practices and negotiated during the marriage process. Research findings show that such gifts are not limited to cash but may also include gold, jewelry, clothing, bags, *makeup*, and other items. Its original function was to help finance the marriage while also serving as a symbol of the groom's respect and commitment toward the bride's family. This function demonstrates that the dowry possesses both symbolic and material dimensions.

This finding aligns with comparative research on *marriage payments*, which shows that such payments can serve multiple functions simultaneously, including the redistribution of resources, the strengthening of interfamily relationships, economic protection, and the signaling of social status. Anderson points out that marriage payments are an enduring institution because they serve both economic and social functions simultaneously, while contemporary research shows that payments to the family and direct payments to the prospective wife can yield different welfare outcomes. Thus, the “uang hantaran” in Ilir Talo society should not be understood as the “price of a woman,” but rather as a social exchange institution whose meaning is shaped by local norms. However, this meaning can shift when the values of respect and mutual aid give way to symbols of prestige. It is this shift that serves as a key point in understanding the cancellation of marriage proposals.

Bride Price, Dowry, and Normative Boundaries in Islamic Marriage Law

Field findings reveal a relatively clear conceptual distinction between the bride price and the dowry. The dowry is a gift from the prospective groom to the prospective bride that holds legal standing under Islamic marriage law, whereas the bride price is a gift rooted in custom. The Compilation of Islamic Law defines a marriage proposal as an activity leading to a marriage arrangement between a man and a woman, while the dowry is defined as a gift from the prospective groom to the prospective bride in the form of goods, money, or services that do not contradict Islamic law. This distinction is important because, in social practice, the meanings of these two forms of gift-giving can become conflated. The dowry has a normative basis in Islamic marriage law, whereas the “uang hantaran” derives its normative force from social custom. Therefore, the inability to provide the “uang hantaran” does not automatically mean that the prospective groom has failed to fulfill his Sharia obligation regarding the dowry.

This finding also indicates that the “uang hantaran” cannot be classified as a pillar (*rukun*) or a condition for the validity of the marriage contract. The KHI (Indonesian Islamic Family Law) treats the proposal as a separate stage preceding the discussion of the pillars and conditions of marriage as well as the dowry. This structure reinforces the argument that accepting or rejecting a proposal due to issues regarding the “uang hantaran” is not equivalent to the annulment of the marriage contract, since the contract has not yet taken place. From a *fiqh* perspective, customary practices can gain legitimacy through the concept of *‘urf* as long as they do not conflict with Sharia principles. Thus, the legal issue does not lie in the existence of the dowry itself, but rather in its substance, the method of determination, the level of reasonableness, and the social consequences it entails. Traditions that serve as a form of respect and financial assistance for marriage may be preserved. Conversely, when customs evolve into demands that cause hardship, conflict, or hinder a marriage that is actually permissible under Islamic law, their normative legitimacy becomes problematic. Research on the tradition of *bride price* among the Riau Malay community reveals a similar pattern. This practice is understood as part of customary law and can be analyzed through *‘urf* and *maqāṣid al-sharī‘ah*. This indicates that an Islamic legal approach to marriage payments must consider the social context while also assessing whether the practice yields public interest or, conversely, harm.

Mechanisms for Canceling a Proposal: From Financial Inability to Negotiation Conflicts

Research data indicates that the cancellation of a proposal is not only caused by the high nominal value of the betrothal gift but primarily by the failure to reach an agreement deemed fair by both parties. Several patterns emerge.

First, there are cases where the bride’s family sets the dowry at Rp30,000,000, in addition to the dowry goods. The prospective groom states his inability to meet this amount within the available timeframe. Although negotiations have taken place, resource and time constraints cause the process leading to marriage to come to a halt.

Second, an increase in the amount from Rp20,000,000 to Rp30,000,000 was observed after the bride's extended family became more deeply involved in the engagement process. This finding indicates that the negotiation process does not always proceed in a linear fashion. An agreement previously reached by the engaged couple can change when other family members enter the decision-making arena.

Third, there was an increase in the demand from Rp25,000,000 to Rp30,000,000, accompanied by a change in the dowry from 5 grams to 7 grams of gold. The groom-to-be was only able to meet the dowry requirement, so the disagreement over the gift money resulted in the marriage not proceeding.

Fourth, there were additional demands beyond the initial agreement. In this case, the dowry, originally agreed upon at Rp20,000,000, increased to Rp25,000,000, and the prospective groom was also asked to cover the educational expenses of his prospective bride's sibling through college. This request was perceived as an expansion of obligations that had never been part of the initial agreement.

These four patterns demonstrate that *affordability* is not the sole determining variable. The more fundamental issue is the instability of agreements and shifts in the distribution of obligations during the marriage negotiation process. In other words, the cancellation of a proposal results from the interplay of economic pressures, family authority, social expectations, and perceptions of justice. These findings are relevant to cross-cultural research on *bridewealth*. Chae et al. found that the practice of *bridewealth* in modernizing societies does not necessarily disappear, but rather undergoes a shift in meaning and becomes increasingly linked to wealth and status. Research by Sennott and Madhavan also shows that modernization does not automatically eliminate *bridewealth*, but rather gives rise to new negotiations regarding the benefits and burdens of the practice. Thus, the case of Ilir Talo demonstrates that modernization does not always diminish the power of customary practices. On the contrary, these practices can endure by altering their social functions. The dowry, which previously served primarily as a mechanism for mutual aid, can evolve into a mechanism for social differentiation.

The Transformation of the Dowry: From Family Solidarity to a Symbol of Prestige

One of the study's key findings is the transformation of the function of the bride price. Ideally, the bride price is understood as a form of respect, sincerity, and assistance with wedding expenses. However, in some cases, the amount of the bride price has begun to be linked to education, occupation, family standing, social status, the bride-to-be's status as the eldest child, and the family's ability to host a grand celebration. This phenomenon illustrates the process of *symbolic escalation* that is, the increase in the material value of a gift as it comes to represent nonmaterial values. When the amount of the bride price is perceived as an indicator of a family's success, the gift no longer serves merely as economic assistance but also as a symbol of honor and prestige.

The literature on marriage payments supports this interpretation. Anderson explains that *marriage payments* can function as a mechanism for wealth transfer as well as a signal of status and social norms. Chae et al. even found that in the context of social change,

bridewealth can increasingly represent the wealth and status of both the individual and the family.

A similar phenomenon can also be found in other Indonesian societies. A study on *uang panai* among the Bugis people shows that the amount of the gift can be linked to the bride's education, occupation, social position, economic condition, and family status. These findings provide an important comparative context for this study: high marriage payments can serve as an indicator that marriage has functioned as an arena for the articulation of social status. However, this study offers a different nuance. In the case of Ilir Talo, the most significant consequence is not merely the high cost of marriage, but the failure of marriage to transition from an arena of negotiation to an arena of commitment. When customary payments become too high or change after an agreement has been reached, the integrative function of custom shifts to an exclusive one. A custom that originally aimed to connect two families can instead create a divide between families that can meet the demands and those that cannot.

Family Intervention and the Shift in the Agency of the Prospective Bride and Groom

Another significant finding is the strong intervention of parents and the extended family in determining the dowry amount. Sociologically, this phenomenon indicates that prospective spouses do not possess full individual autonomy in deciding on marriage. Decisions regarding marriage fall within the framework of *relational agency*—that is, an individual's decision-making capacity remains influenced by family networks and social norms. Family involvement actually serves a positive function. Families act as mediators, advisors, and guardians of the continuity of kinship ties. The Serawai marriage tradition itself demonstrates the strong role of families and traditional leaders in the process of communication and deliberation.

Problems arise when family authority overrides agreements already established by the prospective bride and groom. In the case of the dowry amount being raised from Rp20,000,000 to Rp30,000,000, for example, family intervention resulted in a substantial change to the groom's family's financial capacity. This illustrates the existence of *negotiation asymmetry*: the party holding greater authority within the family has a greater ability to alter the terms of the agreement. From a procedural justice perspective, this issue is more significant than the mere nominal amount. A fair agreement requires not only an outcome deemed reasonable but also a decision-making process that is transparent, consistent, and involves the parties who will bear the obligations. Therefore, customary deliberations must ensure that the voices of the prospective spouses remain a central part of the decision-making process.

Analysis of Maqāṣid al-Sharī'ah: When Custom Produces Maslahah or Mafsadah

The research findings can be further analyzed through the framework of *maqāṣid al-sharī'ah*. The tradition of the dowry essentially serves the *maṣlaḥah* (public interest) when it facilitates the marriage, strengthens family bonds, preserves honor, and supports the sustainability of the household. In this context, the dowry can be viewed as a social instrument that supports the objectives of marriage. However, when the amount exceeds

the prospective bride and groom's means, is unilaterally altered, or is accompanied by additional demands not mutually agreed upon, there is a shift from *maṣlahah* to *mafsadah*. The economic burden may increase, interfamily relations may deteriorate, and a marriage that was previously feasible may be delayed or called off.

From the perspective of *hiḥẓ al-māl*, the protection of property requires that marriage practices not result in a disproportionate material burden. Meanwhile, *hiḥẓ al-naṣl* emphasizes the importance of the continuity of marriage as a family institution. Therefore, if customary demands actually hinder the formation of a family without a basis in proportional necessity, there is a tension between customary objectives and the normative objectives of Islamic law.

Other findings from Serawai's research also indicate that customary marriage practices can be analyzed using *maqāṣid al-sharī'ah*. Research on the *cincin penyembah* among the Serawai people, for example, found that certain customary practices can have dimensions related to the protection of religion, lineage, and property. This reinforces the argument that approaching Serawai customs solely through the "custom versus Islam" dichotomy is inappropriate. A more productive approach is to identify the purposes, functions, and consequences of each customary practice. Within this framework, the dowry can be categorized as an acceptable customary practice provided it meets three conditions: first, it does not contradict sharia provisions; second, it is not an absolute requirement for the validity of the marriage contract; and third, it does not result in significant harm to the prospective bride and groom or their families. Such an approach allows Islamic law to interact adaptively with custom without compromising its normative principles.

From Living Law to Transformative Customary Law

Sociologically speaking, the wedding gift is part of *living law*. Its existence is not primarily determined by state legal texts, but by social acceptance, the repetition of practices, family authority, and the legitimacy of traditional leaders. The Serawai marriage tradition demonstrates that customary law functions as a normative system regulating social behavior even before state law enters the realm of family relations. However, this study reveals that *living law* does not always produce order. It can generate conflict when customary norms undergo a change in function. This is the study's key contribution: living law must be understood not only as a living law but also as a law that is constantly being negotiated.

In the context of Ilir Talo, the dowry lies at the intersection of four normative regimes: customary law, Islamic law, state law, and family economic norms. These four do not always produce the same demands. Custom may call for a specific amount; economic capacity may call for a lower amount; the principle of *maqāṣid* demands the public good; whereas state marriage law does not require a dowry as a condition for a valid marriage. This situation results in what can be termed normative pluralism of marriage payments. Prospective spouses must negotiate with multiple normative systems simultaneously. The cancellation of a proposal is therefore not merely an economic failure but the result of a

conflict between norms regarding what is considered a “proper,” “honorable,” and “viable” marriage.

Conceptual Model of Research Findings

Based on the overall findings, this study proposes a conceptual model: the Customary Marriage Payment Negotiation Model (CMPNM). This model explains that the presence of a dowry does not in and of itself lead to the cancellation of a marriage. Cancellation arises through a specific sequence of mechanisms:

Customary traditions → determination of the amount → family negotiations → perceptions of fairness → economic/status pressures → changes in the agreement → normative conflict → the decision to proceed with or cancel the engagement.

The model indicates that economic capacity serves as the *proximate factor*, while changes in the agreement, family pressure, social prestige, and perceptions of justice act as *mediating mechanisms*. Thus, the cancellation of a marriage proposal cannot be explained solely by the variable “excessively high dowry.”

The model also yields the following theoretical propositions:

Proposition 1: The more strongly the bride price is positioned as a symbol of family prestige, the greater the likelihood that its amount will be determined based on social status rather than the economic capacity of the prospective bride and groom.

Proposition 2: The greater the intervention of the extended family in the prospective bride and groom’s agreement, the higher the potential for changes in demands and negotiation conflicts.

Proposition 3: When the dowry shifts from an integrative function to an exclusive one, the probability of engagement cancellation increases.

Proposition 4: The dowry practice possesses stronger social and religious legitimacy when determined through deliberation, proportionality, transparency, and economic capacity.

Proposition 5: In societies characterized by legal pluralism, marriage decisions result from simultaneous negotiations among customary norms, religious norms, family norms, and economic capacity.

Theoretical Contributions and Implications

This study offers three contributions. First, theoretically, this study expands the literature on *marriage payments* by demonstrating that such payments function not only as a mechanism for the transfer of resources but also as an arena for negotiating family authority and social legitimacy. Second, from a socio-legal perspective, the study shows that marriage-related conflicts may arise not due to direct conflicts between state law and customary law, but due to internal tensions within customary law itself as the meaning of traditions evolves. Third, in the study of Islamic law, this research demonstrates that the approaches of *‘urf* and *maqāṣid al-sharī‘ah* allow for the evaluation of customary practices based on their purposes and impacts, rather than solely on the presence or

absence of such practices in normative texts. The practical implication of this research is the need to reposition the bride price as an instrument for facilitating marriage, rather than as an instrument of economic selection or social prestige. Traditional consultations should ideally take place before the final amount is set, actively involve the prospective bride and groom, take economic capacity into account, clearly distinguish between the dowry and the bride price, and prevent changes to demands after an agreement has been reached. In this way, the continuity of the tradition can be maintained without sacrificing the principles of justice and the common good.

Synthesis

Overall, the cancellation of marriage proposals due to the *hantaran* in Ilir Talo Subdistrict indicates that traditional marriage practices are undergoing a process of transformation. The *hantaran* still retains its cultural function as a symbol of respect, sincerity, solidarity, and financial assistance for the wedding. However, in some cases, this practice has undergone *status conversion*—that is, a shift from an instrument of solidarity to a symbol of economic capability and family prestige. This situation explains why issues surrounding the dowry can lead to the cancellation of a marriage proposal even though the prospective bride and groom have the desire to marry. The conflict is not merely about “how much money must be given,” but rather concerns who has the authority to determine that amount, whether an agreement can be altered, whether additional demands can be justified, and to what extent customary law must take into account the economic capacity of the party bearing the cost.

Within the framework of Islamic law, the practice of the dowry can be upheld as an *‘urf* custom as long as it does not conflict with sharia and does not cause harm. Within the framework of *maqāṣid al-sharī‘ah*, the social validity of a tradition must be measured by its contribution to the public good, the protection of property, the continuity of the family, and justice. Meanwhile, from the perspective of *living law*, the continuity of a tradition does not mean that every form of its practice must be preserved without evaluation. Thus, the main finding of this study is not that the dowry is the sole cause of the cancellation of a marriage proposal, but rather that cancellation occurs when the institution of marriage payments loses its balance between cultural function, economic capacity, family authority, and the principle of the public interest. These findings offer a new understanding that the transformation of adat does not necessarily lead to the elimination of traditions. Rather, adat can be reconstructed through deliberation, proportionality, transparency, and a focus on the common good, thereby remaining a cultural identity of the Serawai community while remaining compatible with the principles of Islamic law and justice in marriage.

CONCLUSIONS

This study concludes that the cancellation of marriage proposals due to *uang hantaran* (traditional wedding payments) in Ilir Talo Subdistrict, Seluma Regency, is not solely caused by excessive financial demands. Rather, these cancellations stem from the interplay of economic capacity, revisions to previously negotiated amounts, additional demands beyond the initial agreement, the educational and social status of the prospective

bride, and family pressure to maintain prestige and honor. These findings indicate a transformation in the social meaning of *dowry*: from a traditional expression of respect, commitment, and assistance with wedding costs to a marker of social status and family prestige. Consequently, the traditional negotiation process—which should function as a mechanism for building consensus—can instead become a source of conflict and ultimately hinder the continuation of wedding plans. From a normative Islamic perspective, *khitbah* is an initial stage leading to marriage and does not entail legally binding consequences of a marriage contract. Therefore, its cancellation does not invalidate the legal validity of the marriage. *Dowry* is also not a mandatory element in Islamic marriage, but rather a customary practice that can be recognized as *‘urf* as long as it does not contradict Islamic principles and continues to provide social benefits. However, excessive demands that impose a disproportionate burden and hinder the marriage indicate a deviation from the principles of ease, justice, and mutual consent. Philosophically, *the dowry* represents the values of social solidarity, respect, justice, and family integration. Nevertheless, these values are eroded when family prestige and expectations override the prospective groom’s economic capacity. From the perspective of *maqāṣid al-sharī‘ah*, excessive demands may contradict *hifẓ al-nasl* (preservation of the lineage) and *hifẓ al-māl* (preservation of wealth). Sociologically speaking, this practice remains a form of *living law* in Serawai society, but the continued legitimacy of this practice depends on its ability to adapt to social change. Therefore, customary payments in marriage should be determined through transparent deliberation, the principle of proportionality, and consideration of the parties’ financial capacity, so that cultural continuity does not become an obstacle to marriage.

BIBLIOGRAPHY

- Anderson, S. (2007). The economics of dowry and brideprice. *Journal of Economic Perspectives*, 21(4), 151–174. <https://doi.org/10.1257/jep.21.4.151>
- Falah, A. A., & Achmad, M. (2024). Makna tradisi uang panai’ bagi masyarakat Bugis Tolitoli. *Indonesian Journal of Islamic Education and Local Culture*, 2(1). <https://doi.org/10.22437/ijielc.v2i1.31535>
- Jafizham, T. (2010). *Persintuhan hukum di Indonesia dengan hukum perkawinan Islam*. Mestika.
- Khailid, M., & Tanjung, D. (2023). Kedudukan hukum peminangan dalam perkawinan perspektif hukum adat dan hukum Islam. *JISIP: Jurnal Ilmu Sosial dan Pendidikan*, 7(2). <https://doi.org/10.58258/jisip.v7i2.4651>
- Marwing, A., & Susanto. (2024). Uang panai in Bugis wedding traditions. *Hikmatuna: Journal for Integrative Islamic Studies*, 10(2). <https://doi.org/10.28918/hikmatuna.v10i2.8908>
- Mawardi, M., Masduki, M., Anwar, K., Putra, F. S., Al-Bajuri, A., & Saputra, A. (2026). The tradition of “uang hantaran” in Riau Malay marriage: An *‘urf*-based and *maqāṣid al-sharī‘ah* analysis. *QONUN: Jurnal Hukum Islam dan Perundang-undangan*, 10(1). <https://doi.org/10.21093/qj.v10i1.13137>

- Nova, A. P. (2022). *Bentuk dan makna bahasa verba dalam pernikahan adat Serawai di Desa Ilir Talo Kabupaten Seluma* [Undergraduate thesis, UIN Fatmawati Sukarno Bengkulu].
- Pratama, F. A., Hasniati, Ahmadi, & Faikar Mon, L. J. (2026). Negotiating customary practices and Islamic normativity: A *maqāṣid al-shariah* analysis of Banten Javanese marriage rituals. *Ijtimā'iyya: Journal of Muslim Society Research*. <https://doi.org/10.24090/a7a3zt39>
- Raina, Y. F., & Rachmainy, L. (2025). Tinjauan uang panai dalam perkawinan suku Bugis di Limpomajang menurut hukum adat dan Undang-Undang Perkawinan. *Aktivisme: Jurnal Ilmu Pendidikan, Politik dan Sosial Indonesia*, 2(3). <https://doi.org/10.62383/aktivisme.v2i3.956>
- Ruslan, D. A. R. (2023). Uang panai' sebagai salah satu syarat perkawinan pada suku Bugis Makassar. *BAMETI Customary Law Review*, 1(1), 6–9. <https://doi.org/10.47268/bameti.v1i1.9807>
- Sabiq, S. (2011). *Fiqh al-sunnah*. Dar al-Fikr.
- Saebani, B. A. (2009). *Fiqh munakahat 1*. Pustaka Setia.
- Sennott, C., & Madhavan, S. (2021). Modernizing marriage: Balancing the benefits and liabilities of bridewealth in rural South Africa. *Qualitative Sociology*, 44(1), 55–75. <https://doi.org/10.1007/s11133-020-09457-w>
- Spiro, M. E. (1975). Marriage payments: A paradigm from the Burmese perspective. *Journal of Anthropological Research*, 31(2), 89–109. <https://doi.org/10.1086/jar.31.2.3629958>
- Suwarto, et al. (2023). Virginitiy and *Cincin Penyembah*: Sociological, philosophical, and *maqāṣid al-sharī'ah* study on Serawai tribe traditional marriage. *AHKAM: Jurnal Ilmu Syariah*, 23(1). <https://doi.org/10.15408/ajis.v23i1.31077>
- Usman, M. (1985). *Adat istiadat perkawinan suku Serawai Bengkulu Selatan*. Balai Pustaka.