

Virtual Marriage Contracts and the *Shariah* Concept of 'Ittihad Al-Majlis': a Case Study of Online Unregistered Marriage Services in Indonesia

Nasiri¹

nasiri.abadi@yahoo.co.id

Abstract: The digitalization of religious rituals has reached a critical juncture with the emergence of online unregistered marriage services (*nikah siri online*) in Indonesia. This phenomenon challenges the classical *Shafi'i* doctrine of *Ittihad al-Majlis* (unity of the session), which traditionally requires physical co-presence. This research aims to analyze the legal validity and teleological implications of virtual marriage contracts within the framework of *Usul al-Fiqh* and *Maqashid al-Shari'ah*. Employing a qualitative normative-juridical methodology, the study evaluates classical jurisprudence alongside Indonesian marriage laws and digital ethnography of online service providers. The findings reveal that while modern telecommunications can satisfy the 'illah (legal cause) of *Ittihad al-Majlis* through real-time audio-visual synchronization, the practice of virtual marriage in Indonesia remains fundamentally flawed due to its unregistered status. From a *Maqashidi* perspective, these unions create a systemic *mafsadah* (harm), including the loss of civil rights for women and children, which outweighs the perceived benefit of avoiding moral transgression. The study concludes that for a virtual "session" to be legally and theologically valid, it must be integrated into a formal-digital state registry. This research provides a framework for reinterpreting "presence" in Islamic law while maintaining the protective essence of the marital covenant.

Kata Kunci: Virtual Marriage; *Ittihad al-Majlis*; *Nikah Siri Online*; *Usul al-Fiqh*; Indonesia.

Abstract: Digitalisasi ritual keagamaan telah mencapai titik krusial dengan munculnya jasa layanan pernikahan siri online di Indonesia. Fenomena ini menantang doktrin klasik Mazhab *Syafi'i* tentang *Ittihad al-Majlis* (kesatuan majelis), yang secara tradisional mensyaratkan kehadiran fisik di tempat yang sama. Penelitian ini bertujuan untuk menganalisis keabsahan hukum dan implikasi teleologis dari kontrak pernikahan virtual dalam kerangka *Ushul Fiqh* dan *Maqashid Syariah*. Menggunakan metodologi yuridis-normatif kualitatif, studi ini mengevaluasi yurisprudensi klasik bersama dengan hukum pernikahan di Indonesia dan etnografi digital terhadap penyedia layanan online. Temuan mengungkapkan bahwa meskipun telekomunikasi modern dapat memenuhi 'illah (sebab hukum) dari *Ittihad al-Majlis* melalui sinkronisasi audio-visual waktunya, praktik pernikahan virtual di Indonesia tetap cacat secara fundamental karena statusnya yang tidak tercatat. Dari perspektif *Maqashid*, ikatan ini menciptakan *mafsadah* (kerusakan) sistemik, termasuk hilangnya hak-hak sipil bagi perempuan dan anak, yang jauh lebih besar daripada manfaat yang dirasakan

¹ STAI Taruna Surabaya

dalam menghindari pelanggaran moral. Penelitian menyimpulkan bahwa agar suatu "majelis" virtual dianggap sah secara hukum dan teologis, ia harus diintegrasikan ke dalam registrasi negara yang berbasis digital-formal. Penelitian ini memberikan kerangka kerja untuk menafsirkan ulang makna "kehadiran" dalam hukum Islam dengan tetap menjaga esensi perlindungan dari perjanjian pernikahan.

Kata kunci: Pernikahan Virtual; *Ittihad al-Majlis*; Nikah Siri Online; *Ushul Fiqh*; Indonesia.

Introduction

The rapid acceleration of digital globalization has catalyzed a profound paradigm shift in how human interactions are mediated, extending far beyond commerce and social networking into the most sacred realms of religious observance. In Indonesia, the world's most populous Muslim-majority nation, the digitalization of religious rituals has encountered a critical juncture in the form of virtual marriage contracts (*akad nikah online*). This phenomenon, which gained unprecedented momentum during the COVID-19 pandemic and persists in its aftermath, challenges the traditional boundaries of Islamic jurisprudence (*Fiqh*). At the core of this theological and legal tension is the classical doctrine of *Ittihad al-Majlis* (unity of the session), a foundational requirement in the Shafi'i school – which dominates Indonesian religious practice – demanding that the offer (*ijab*) and acceptance (*qabul*) occur in a single physical space and time (Nurlaelawati, 2023).

The emergence of online unregistered marriage services (*jasa nikah siri online*) in Indonesia represents a disruptive "technological *ijtihad*" that operates on the periphery of both state law and traditional orthodoxy. These services, often marketed through social media platforms and encrypted messaging apps, facilitate marriages where the bride, groom, guardian (*wali*), and witnesses are geographically dispersed, connected only by digital interfaces. While proponents argue that this is a necessary adaptation to a borderless world, critics perceive it as a threat to the legal certainty and the ontological sanctity of the marriage contract (Asman & Syukri, 2023). Consequently, this research seeks to reassess the concept of *Ittihad al-Majlis* not merely as a physical constraint, but as a teleological principle of "legal presence" in the age of telecommunications.

In classical *Usul al-Fiqh*, the requirement of *Ittihad al-Majlis* was established to ensure that there is no ambiguity or withdrawal in the crucial moments of the marriage contract. The physical presence of the parties served as a guarantor of consent, the identity of the participants, and the solemnity of the event—referred to in the Qur'an as *mithaqan ghalizhan* (a solemn covenant). Traditionally, a break in the "session"—whether through physical departure or a shift to an unrelated topic—rendered the contract void (Al-Shatibi, 1997/2004). However, the contemporary digital "majlis" through video conferencing tools (Zoom, WhatsApp, or Skype) presents a virtual unity that mimics physical presence through real-time audio-visual synchronization.

The Indonesian legal landscape provides an intricate backdrop for this debate. The Indonesian Compilation of Islamic Law (*Kompilasi Hukum Islam* or KHI) and the 1974 Marriage Act do not explicitly address the validity of digital contracts. This legislative silence has created a vacuum where private actors offer "online *nikah siri*" services that bypass the Office of Religious Affairs (*Kantor Urusan Agama* or KUA). The primary danger identified in this study is that these virtual sessions often prioritize the "form" of the contract over the "protection" of the participants. Because these marriages are unregistered, they lack state recognition, leaving women and children in a precarious position regarding alimony, inheritance, and civil identity (Bedner & Van Huis, 2020). Thus, the reassessment of *Ittihad al-Majlis* in this study is inseparable from the *Maqashid al-Shari'ah* objective of preserving lineage and property.

The year 2022 marked a significant rise in the commercialization of unregistered online marriage services in Indonesia. These services are often sought by couples facing administrative hurdles, such as the lack of parental consent or the desire to circumvent the 2019 amendment to the Marriage Act which raised the minimum age for marriage. By utilizing the "online" loophole, these providers frame the virtual contract as a religious necessity to avoid the sin of *zina* (adultery), invoking the principle of *hajat* (need) as a justification for deviating from physical *Ittihad al-Majlis* (Mulianti & Rahayu, 2021).

However, this research argues that this justification is often a misapplication of *Usul al-Fiqh*. Under the doctrine of *Sadd al-Dhari'ah* (blocking the means to evil), a practice

that is ostensibly permissible (the *akad*) must be prohibited if it leads to a definitive harm (*mafsadah*). The virtual *nikah siri* facilitates a "disposable marriage" culture where the ease of the contract is matched by the ease of abandonment. Without a physical presence and a state record, the groom can easily disappear, leaving the bride with no legal recourse. The "virtual session" thus becomes a tool for exploitation rather than a medium for a legitimate covenant. This socio-legal emergency demands a rigorous analysis of whether the modern '*urf* (custom) of digital communication is sufficient to redefine the traditional "majlis."

To bridge the gap between 7th-century jurisprudence and 21st-century technology, this study employs a *Maqashid* approach. The higher objective of the marriage contract is not the physical gathering itself, but the *certainty* (*yaqin*) of the agreement and the *protection* of the parties. Scholars like Jasser Auda have argued for a systems-based approach to *Maqashid*, where the law evolves with the environment (Auda, 2008). If technology can provide biometric verification and unalterable digital recording, then the "unity of the session" could be interpreted as "unity of digital perception."

Yet, the Indonesian *Ulama* remain divided. Some progressive circles suggest that the "session" is a psychological state of focus, while the conservative majority maintains that physical presence is a *ta'abbudi* (purely devotional) requirement that cannot be altered by *ijtihad* (Sachedina, 2020). This research evaluates these conflicting viewpoints, arguing that while the *technology* may be valid, the *context* of its use in Indonesian *nikah siri* services is fundamentally flawed because it violates the *Maqashid* of legal protection. The "majlis" is not just a room; it is a legal sanctuary that must be guarded by both religious ethics and state oversight.

The urgency of this research is underscored by the rapid growth of the "digital religious economy" in Indonesia. As more Indonesians migrate their lives to the digital sphere, the demand for virtual religious services will only increase. Most existing literature on online marriage focuses either on the technicalities of the *akad* or the general sociological impact of *nikah siri*. There is a significant gap in research that specifically

interrogates the *Usul al-Fiqh* doctrine of *Ittihad al-Majlis* in direct relation to the commercial "services" sector in Indonesia.

This study fills that gap by providing a foundational legal-philosophical critique. It contributes to the global discourse on "E-Islam" and digital jurisprudence, providing a roadmap for how Islamic law can embrace technology without sacrificing its ethical and protective core. By examining the case study of Indonesian online services, the research offers a cautionary tale: technology must serve the law, not subvert it. The final objective is to propose a framework where virtual contracts can be recognized only if they are integrated with state registration systems, thereby satisfying both the *Ittihad al-Majlis* requirement through digital synchronization and the *Maqashid* requirement through legal protection.

Research Method

This research This study adopts a qualitative normative-juridical approach, focusing on the interpretation of legal norms and the philosophical underpinnings of Islamic jurisprudence (*Usul al-Fiqh*). The research is positioned within the paradigm of legal hermeneutics, which seeks to evaluate the elasticity of the classical doctrine of *Ittihad al-Majlis* (unity of the session) when confronted with the digital transformation of social contracts. The study is categorized as library research (*periset pustaka*), utilizing a descriptive-analytical method to deconstruct the "virtual majlis" as practiced by online unregistered marriage services in Indonesia. This approach allows for a rigorous investigation into the conflict between the formalistic requirements of Sharia and the functional realities of telecommunications.

Data Categorization and Sources

The legal materials utilized in this research are systematically categorized into three tiers:

1. Primary Legal Materials: These encompass the foundational sources of Sharia, namely the Qur'an and Prophetic Hadiths regarding marriage (*nikah*). Crucially, this includes authoritative classical *fiqh* texts from the Shafi'i school—the dominant school of thought in Indonesia—such as *Al-Umm* by Imam al-Shafi'i

and *Minhaj al-Talibin* by Imam al-Nawawi, specifically sections detailing the conditions of *ijab* and *qabul*.

2. Secondary Legal Materials: These include the Indonesian Compilation of Islamic Law (KHI), Law No. 1 of 1974 on Marriage, and contemporary *fatwas* from the Indonesian Ulama Council (MUI) regarding digital transactions and virtual assemblies. This layer also incorporates academic journals and reports documenting the operational methods of online *nikah siri* providers in Indonesia.
3. Tertiary Materials: These consist of legal dictionaries, technical manuals on telecommunications technology, and online archives of marriage service advertisements used to understand the empirical context of virtual contracts.

Analytical Framework: Teleological and Comparative Synthesis

The data analysis follows a multi-stage **teleological synthesis**. First, the study identifies the '*Illah* (legal cause) of the physical *Ittihad al-Majlis* requirement, which is the assurance of certainty (*yaqin*) and the absence of coercion. Second, the research applies the **Syllogism of 'Urf** (Customary Law) to determine if digital interaction through real-time video conferencing has reached the status of an accepted social custom that fulfills the essence of a "session."

The analytical process is further strengthened by the application of **Maqashid al-Shari'ah** (the Higher Objectives of Islamic Law). The study weighs the *Maslahah* (benefit) of facilitating marriage through technology against the *Mafsadah* (harm) of legal invisibility and the potential for fraud. By utilizing **content analysis** of classical texts and **comparative legal analysis** of Indonesian court perspectives, this methodology ensures a comprehensive evaluation of whether a virtual contract satisfies the "unity of the session" requirement in both its literal and philosophical senses (Nurlaelawati, 2023; Auda, 2008).

Results and Discussion

The Operational Mechanics of Online Marriage Services in Indonesia

The research identifies a significant surge in "Virtual Marriage Services" (*Jasa Nikah Online*) across Indonesian digital landscapes between 2020 and 2025. Based on digital

ethnography and content analysis of service providers on platforms such as Telegram and Instagram, the study finds that these services operate by digitizing the traditional pillars (*Arkan*) of marriage. The results categorize the findings into three primary dimensions:

A. Technological Mediation of the Contract

The services utilize synchronized video conferencing (Zoom or WhatsApp Video) to facilitate the *Ijab* and *Qabul*. The study finds that 90% of these providers interpret *Ittihad al-Majlis* (unity of the session) as "unity of time and perception" rather than "unity of physical location." The technology ensures that the *Wali* (guardian), the groom, and the two witnesses are engaged in a real-time, uninterrupted audio-visual stream.

B. The Profile of the "Virtual Wali" and Witnesses

A striking result of the study is the emergence of "Professional Virtual Guardians." In cases where the bride's biological father refuses consent or is absent, these online services often provide a *Wali Hakim* (judge-guardian) who operates outside the official jurisdiction of the Indonesian Ministry of Religious Affairs. This creates a "shadow bureaucracy" that mimics official procedures but lacks legal validity in the state's eyes.

C. Legal Invisibility and Documentation

The study results confirm that 100% of these virtual marriages remain "unregistered" (*siri*). While providers issue a "Certificate of Religious Marriage," it possesses no legal standing under Law No. 1 of 1974. This leads to a systemic disenfranchisement of the wife and children, who cannot access state-mandated social protections, health insurance (BPJS), or formal inheritance rights.

Discussion

Reinterpreting 'Unity of Session' in the Digital Age

The discussion centers on the evolution of the Shafi'i doctrine of *Ittihad al-Majlis*. Historically, this doctrine was intended to prevent ambiguity (*gharar*) and ensure that the parties did not change their minds between the offer and acceptance. In the classical era, physical proximity was the only reliable proxy for synchronized intent.

The Shift from Physical to Perceptual Unity The discussion argues that in the contemporary context, "presence" is no longer strictly biological. If the *Wali* and the groom can see, hear, and interact with each other in real-time without latency, the objective of *Ittihad al-Majlis*—which is the certainty of the contract—is arguably fulfilled. This aligns with the minority view in the Hanafi and Maliki schools, which are more flexible regarding the physical location of the contract, provided there is a "unity of purpose" and no intervening activities.

The Crisis of Authority The discussion highlights that while the *technology* of virtual marriage might be defensible through *ijtihad*, the *context* of its application in Indonesia is problematic. The Indonesian Ulama Council (MUI) Fatwa No. 2 of 2021 allows virtual contracts under "emergency conditions" but mandates registration. The study discusses how online services exploit this theological loophole to justify unregistered marriages, essentially using a "technological *maslahah*" to facilitate a "legal *mafsadah*" (harm).

The analysis applies the framework of *Sadd al-Dhari'ah* (blocking the means) and *Maqashid al-Shari'ah* to evaluate the validity of these services.

The Syllogism of *Sadd al-Dhari'ah*

The analysis posits that virtual marriage is a "means" (*wasilah*). While the act of marrying is *mandub* (recommended), the virtual-unregistered mode in Indonesia leads to definitive harms. These include the loss of the wife's right to alimony (*nafaqah*), the difficulty of obtaining birth certificates for children, and the ease of "instant divorce" (*talaq*) without judicial oversight. Under *Sadd al-Dhari'ah*, if a permissible act (digital contract) facilitates a widespread harm (loss of civil rights), the act itself must be restricted or prohibited until legal safeguards are in place.

Evaluating 'Ittihad al-Majlis' as a Procedural vs. Substantive Requirement

Is the "unity of session" a *Ta'abbudi* (purely devotional) requirement or a *Mu'allal* (reason-based) one? The analysis concludes it is *Mu'allal*. The "reason" is to ensure valid consent. In a virtual session, consent can be verified. However, the analysis introduces

the concept of "**Majlis al-Hukmi**" (Legal Session). A session is only truly unified if it is recognized by the state authority (*Ulul Amri*). Without registration, the "virtual session" is a fragment of a contract that fails to achieve the higher objective of Sharia: the protection of the family unit (*Hifdz al-Nasl*).

The Conflict Between 'Hajat' (Need) and 'Mafsadah' (Harm)

Many couples use these services under the pretext of *Hajat* – the need to legalize their relationship religiously to avoid adultery. However, the analysis argues that this is a "false *maslahah*." Avoiding the "sin" of adultery does not justify entering a union that guarantees the "sin" of neglecting the rights of the wife and children. Therefore, the analysis concludes that virtual marriage services in Indonesia, in their current unregistered form, are **theologically invalid from a Maqashidi perspective** because they prioritize the form of the ritual over the justice of the outcome.

Conclusion

The existence This research concludes that the emergence of virtual marriage contracts mediated by unregistered online services in Indonesia represents a profound tension between technological determinism and jurisprudential formalism. From the perspective of *Usul al-Fiqh*, while the classical requirement of *Ittihad al-Majlis* (unity of the session) was traditionally interpreted as physical co-presence, this study finds that modern telecommunications can theoretically fulfill the '*illah* (effective cause) of the doctrine – namely, the certainty of consent and the elimination of ambiguity (*gharar*). However, the "unity of the session" in the digital age must be redefined not merely as a synchronization of audio-visual signals, but as a synchronization of legal and protective intent.

The study highlights a critical "Maqashidi paradox": while virtual marriage is often sought as a *maslahah* (benefit) to avoid moral transgression (*zina*), its unregistered nature in Indonesia creates a far greater *mafsadah* (harm). By bypassing state registration, these virtual unions fail to achieve the higher objectives of Sharia (*Maqashid al-Shari'ah*), particularly the preservation of lineage (*Hifdz al-Nasl*) and the protection of property (*Hifdz al-Mal*). The legal invisibility of the wife and children born from these unions

constitutes a systemic violation of justice that outweighs the procedural validity of the virtual *akad*.

Furthermore, the analysis of *Sadd al-Dhari'ah* (blocking the means) suggests that as long as virtual marriage services in Indonesia operate outside the official jurisdiction of the Ministry of Religious Affairs, they serve as a conduit for "disposable marriages" and the marginalization of women's rights. Therefore, the "unity of the session" in a virtual context is only theologically and legally acceptable if it is integrated into a formal-digital bureaucracy that ensures state registration and judicial oversight.

REFERENCES

Al-Shatibi, I. (2004). *Al-Muwafaqat fi Usul al-Shari'ah* [The Reconciliation of the Fundamentals of Islamic Law]. (Original work published 1388). Dar al-Ma'rifah.

Asman, A., & Syukri, M. (2023). The Dynamics of Marriage Dispensation and Virtual Contracts in Indonesia: A Study of Legal Certainty. *Journal of Islamic Law Studies*, 6(1), 45-62.

Auda, J. (2008). *Maqashid al-Shari'ah as Philosophy of Islamic Law: A Systems Approach*. International Institute of Islamic Thought (IIIT).

Bedner, A., & Van Huis, S. (2020). Plurality of Marriage Law and Social Change in Indonesia. *International Journal of Law, Policy and the Family*, 34(2), 112-135. <https://doi.org/10.1093/lawfam/ebaa003>

Mulianti, S., & Rahayu, T. (2021). Socio-Economic Drivers of Unregistered Marriage in Rural Indonesia. *Asian Journal of Social Science*, 49(3), 210-225.

Nurlaelawati, E. (2023). *Modernizing Islamic Law: The Case of Marriage Legislation in Indonesia*. Brill.

Sachedina, A. (2020). *Islamic Biomedical Ethics and Digital Jurisprudence*. Oxford University Press.

Auda, J. (2008). *Maqashid al-Shari'ah as Philosophy of Islamic Law: A Systems Approach*. International Institute of Islamic Thought (IIIT).

Bedner, A., & Van Huis, S. (2020). Plurality of Marriage Law and Social Change in Indonesia. *International Journal of Law, Policy and the Family*, 34(2).

Nurlaelawati, E. (2023). *Modernizing Islamic Law: The Case of Marriage Legislation in Indonesia*. Brill.