Taukil Wali in an Assembly Separate from the Marriage Contract In the Practice of Tumbuk Wali: An Analysis of *Wakalah* Jurisprudence and *Ittihad al-Majlis*

Suprapto Teguh Prasetyo
Universitas Islam Negeri K.H. Abdurrahman Wahid Pekalongan, Indonesia
E-mail: prasetyonabiel@gmail.com

Abstract

The practice of *tumbuk wali* is a local tradition observed in several villages in Ampelgading District, Pemalang Regency, Central Java, Indonesia. This tradition is associated with the belief that a marriage guardian (*wali nikah*) and a prospective groom who share a particular birth day or *weton* should not meet in person, as such an encounter is believed to bring misfortune. To avoid this, the bride's legally entitled guardian (*wali nasab*) delegates the authority to pronounce the marriage proposal (*ijab*) to a marriage registrar (*penghulu*) or another person through *taukil wali*. In the practice examined in this study, the delegation takes place at a location separate from that of the marriage contract. This study aims to analyse the legal status of *taukil wali* performed in a separate assembly and to determine whether the difference in location affects the validity of the marriage contract. It employs a normative legal research method using conceptual, statutory, and Islamic jurisprudential approaches. The primary legal materials comprise the Qur'an, Hadith, classical Islamic jurisprudential works, the Compilation of Islamic Law, and Minister of Religious Affairs Regulation No. 30 of 2024 concerning Marriage Registration. The findings indicate that *taukil wali* constitutes an independent legal act that establishes a representative relationship between the principal (*muwakkil*) and the agent (*wakil*), whereas the marriage contract is subsequently performed by the agent under the authority conferred upon them. Accordingly, the principle of *ittihad al-majlis* does not necessarily require a guardian who has delegated his authority to be physically present in the assembly where the marriage contract is concluded. The assessment of validity should instead focus on the validity of the delegation, the agent's authority, the continuity of the *ijab* and *qabul*, and the fulfilment of the essential elements and conditions of marriage. Indonesian positive law also recognises the performance of *ijab* by an authorised representative of the guardian and regulates the delegation of authority when the guardian is absent at the time of the marriage contract. Therefore, the difference in location between the *taukil wali* and the marriage contract does not, in itself, invalidate the marriage, provided that the applicable requirements of Islamic jurisprudence and Indonesian law are fulfilled.

Keywords: *tumbuk wali*; *taukil wali*; *ittihad al-majlis*; marriage contract; Islamic family law.

Introduction

Marriage practices among Muslim communities in Indonesia cannot be separated from the influence of local cultures and traditions that have developed within society. This is evident among Javanese communities, where the tradition of calculating *weton*—a combination of the day of the week and the Javanese five-day market cycle associated with a person's birth—continues to be observed as a guide for various marriage-related decisions. Such calculations are used not only to assess compatibility between prospective spouses and determine an auspicious date for the marriage contract but, under certain circumstances, also to postpone or even cancel a marriage, despite the fulfilment of the prescribed essential elements and conditions of marriage (Zulfan & Firmansyah, 2026). The calculation of *weton* also continues to be preserved as part of engagement traditions and as a means of determining an auspicious day (Alisa & Susilo, 2022). This phenomenon demonstrates that customary norms can influence marriage practices and may even determine procedures directly related to the fulfilment of the essential elements of the marriage contract. In this context, the practice of *tumbuk wali* in Ampelgading District, Pemalang Regency, warrants further investigation.

Tumbuk wali refers to a situation in which the marriage guardian and the prospective groom share the same birth day or a particular *weton* (Interview with S, 2026). According to local beliefs, a direct encounter between the two is feared to bring misfortune, such as illness or death among family members (Interview with P, 2026). To avoid such an encounter, the *wali nasab* delegates the authority to pronounce the *ijab* to a marriage registrar or another trusted person, who then conducts the *ijab qabul* on the guardian's behalf (Interview with S, 2026). In practice, the delegation takes place in an assembly separate from that of the marriage contract: the *taukil* is performed inside the house, whereas the marriage contract takes place in front of the house (Interview with the Head of the Ampelgading Office of Religious Affairs). Thus, the central legal issue is not whether *weton* constitutes a valid customary consideration, but whether the separation of locations affects the validity of the marriage contract. This issue can only be properly addressed after clarifying the legal status of representation in the marriage contract.

Representation (*wakalah*) in the performance of a marriage contract is recognised in Islamic jurisprudence, including representation in matters of marriage. Under the Shafi'i school of law, both a guardian possessing the authority of *ijbar* and a guardian who does not possess such authority may delegate the performance of the marriage contract to another person. A similar position is found in the Hanbali school, which recognises a guardian's right to authorise another person to conduct the marriage contract (al-Jaziri, 2003). Within the Indonesian legal framework, the representation of a marriage guardian is normatively recognised in the Compilation of Islamic Law (Kompilasi Hukum Islam, KHI) and Minister of Religious Affairs Regulation No. 30 of 2024 concerning Marriage Registration. The KHI allows a marriage guardian to delegate the

performance of the contract to another person, while Minister of Religious Affairs Regulation No. 30 of 2024 stipulates that a *wali nasab* may delegate the performance of the *ijab qabul* and must provide a written power of attorney when absent at the time of the marriage contract. Accordingly, the permissibility of delegating the performance of a marriage contract is not, in itself, the principal legal issue. The matter requiring further examination concerns the legal implications of performing the delegation in an assembly separate from the one in which the marriage contract takes place.

The requirement of a unified assembly, or *ittihad al-majlis*, generally requires the *ijab* and *qabul* to take place continuously within a single assembly, without interruption by unrelated statements or activities that could disrupt the contractual process (Ibadillah & Masrokhin, 2025). Sallom (2022) demonstrates that the four Sunni schools of law differ in their emphases when interpreting this requirement. Contemporary debates concerning the unity of the assembly have developed particularly in discussions of online marriage contracts. Emas (2020) rejects marriage contracts conducted through video calls because physical presence is regarded as a requirement of *ittihad al-majlis*. By contrast, Vijaini et al. (2024) propose *taukil* as a solution to disputes concerning the unity of the assembly in online marriage contracts. Both studies focus on the contracting parties and witnesses but do not examine the position of a guardian who has delegated his authority in relation to the requirement of a unified assembly. This is the specific issue addressed in the present study.

Based on the foregoing discussion, this article addresses two research questions. First, how should *taukil wali* performed in an assembly separate from that of the marriage contract be understood under the jurisprudence of *wakalah* and the principle of *ittihad al-majlis*? Second, does the difference in location affect the validity of the marriage contract under Islamic jurisprudence and Indonesian positive law? This study aims to analyse the legal status of such *taukil wali* and identify the conditions that determine the validity of the marriage contract. The findings are expected to provide guidance for marriage registrars, community leaders, and families encountering similar practices, while contributing to the literature on Islamic family law concerning the boundaries between customary practices and the legal requirements of a marriage contract.

Previous studies of the representation of marriage guardians in Indonesia have generally focused on practices at Offices of Religious Affairs (*Kantor Urusan Agama*, KUA). Badri (2017) examined the KUA in Pangenan, Cirebon, and identified the rejection of re-delegation by an appointed representative of the guardian because such re-delegation was not explicitly regulated in the KHI or related legislation. Ilham and Habibah (2018) found that the delegation of marriage guardians had become customary in Bone Regency and was estimated to occur in almost all marriages in Sibulue District. They considered the practice an acceptable form of *'urf* provided that the relevant requirements were fulfilled. Yunita and Sahera (2022) examined the KUA in Ranah Pesisir and found that *wali nasab* who were physically present nevertheless delegated the

performance of the *ijab qabul* to KUA officials, particularly in cases potentially involving a guardian deemed *'aḍhol*—a guardian who unjustifiably refuses to marry off a woman under his guardianship. Zahro and Rahma (2023) investigated *taukil wali* at the KUA in Jati District, Kudus Regency, with reference to Minister of Religious Affairs Regulation No. 20 of 2019. These four studies examine the reasons for delegating a guardian's authority but do not investigate the separation of locations between the delegation and the marriage contract. Other studies have examined *taukil wali* practices shaped by local customs. Andriawan and Sainun (2024) analysed the delegation of a guardian's authority to a customary *kiai* in Andalan Village, Bayan District, using a legal-sociological approach. Meanwhile, Mundzir et al. (2024) investigated *taukil wali* in Batursari Village, Talun District, Pekalongan Regency, where the guardian leaves the assembly after delegating his authority.

A second strand of research examines the requirement of a unified assembly. Sallom (2022) maps the positions of the four Sunni schools concerning *ittihad al-majlis* and concludes that the Hanbali school interprets the concept in a non-physical sense, whereas the other three schools emphasise continuity of the assembly and the timing of the contractual exchange. Emas (2020) examines online marriage contracts during the COVID-19 pandemic, adopting the position that requires physical presence and proposing *taukil* as an alternative for the prospective groom. These studies explain the requirement of a unified assembly but focus on the distance between the parties concluding the contract, rather than on the distance between the principal delegating the authority and the assembly in which the contract is concluded.

A third strand of research concerns the tradition of calculating *weton* in marriage. Alisa and Susilo (2022) explain that *weton* calculations serve as a means of seeking protection from misfortune, assessing compatibility between prospective spouses, and preserving Javanese culture. However, their study does not examine the legal implications of this tradition for marital guardianship. Accordingly, previous research has not integrated the *weton* of the guardian and prospective groom, *taukil wali*, and *ittihad al-majlis* into a single analytical framework. The novelty of this study lies in its examination of *taukil wali* performed in a separate assembly, its distinction between delegation and the marriage contract as two separate legal acts, and its analysis of the practice in light of Minister of Religious Affairs Regulation No. 30 of 2024.

Methods

This study adopts a library-based normative legal research design to examine the legal status and validity of *taukil wali* under applicable legal norms. The practice of *tumbuk wali* in Ampelgading District serves as the contextual case for the analysis rather than as a body of empirical data. Consequently, the conclusions are limited to normative legal analysis.

Three approaches are employed. The conceptual approach examines *wakalah*, *taukil wali*, and *ittihad al-majlis*. The statutory approach analyses the Compilation of Islamic Law and Minister of Religious Affairs Regulation No. 30 of 2024. The Islamic jurisprudential approach traces the positions of the legal schools through authoritative jurisprudential works.

The primary legal materials comprise the Qur'an, Hadith, *Kitāb al-Fiqh 'alā al-Madhāhib al-Arba'ah* by al-Jaziri, *al-Nahr al-Fā'iq* by Ibn Nujaym, the Compilation of Islamic Law, and Minister of Religious Affairs Regulation No. 30 of 2024. Classical jurisprudential works are treated as primary legal materials because they constitute principal references for examining the positions of the legal schools on *wakalah*, *taukil wali*, and *ittihad al-majlis*. Secondary materials consist of books on Islamic marriage jurisprudence published within the preceding eight years and journal articles published within the preceding five years, while older articles are used to review previous research. The legal materials were collected through documentary research and analysed descriptively and analytically using deductive reasoning, whereby general principles of representation and the unity of the contractual assembly are applied to the case of *taukil wali* performed in a separate assembly.

Result

Wakalah and Taukil Wali in Islamic Marriage Jurisprudence

Linguistically, *wakalah* means entrustment, delegation, or the granting of a mandate. In technical terms, it refers to the entrustment of a matter to another person for execution while the principal remains alive (Lubis et al., 2023). In the context of marriage, *taukil wali* refers to the delegation of a guardian's authority to pronounce the *ijab* to another person. This practice rests on the principle that an act a person is legally entitled to perform personally may, in principle, be delegated to another person (Yahanan, 2025).

A general basis for *wakalah* is found in Qur'an 18:19, which recounts how one of the Companions of the Cave was sent to purchase food for the group. The verse illustrates the delegation of a task to another person and indicates that its execution is connected to the authority conferred upon the person entrusted with it. In the context of *taukil wali*, however, this general principle of representation must be further examined in light of the specific rules governing the authority of a marriage guardian.

The Prophetic tradition concerning representation in marriage is commonly discussed in connection with the marriage of the Prophet Muhammad to Umm Habibah in Abyssinia, in which the Negus (*al-Najashi*) played a role (Yahanan, 2025). This report illustrates that the performance of a marriage contract may involve a person acting on behalf of another party in relation to the marriage. Nevertheless, because the context of the report concerns the circumstances of the bride, the permissibility of a guardian

delegating the pronouncement of the *ijab* must be examined separately through the jurisprudential positions of the legal schools.

In principle, the Islamic legal schools permit a marriage guardian to delegate the performance of the marriage contract. The Hanbali school allows both a guardian possessing the authority of *ijbar* and one without that authority to appoint a representative to marry off a woman under his guardianship. The Shafi'i school likewise permits such representation, subject to the requirement that a guardian marrying off a woman who is not subject to *ijbar* obtain her permission and respect her consent to the representation (al-Jaziri, 2003). Within the Hanafi school, Ibn Nujaym (2002) explains representation as the delegation of authority through which the legal effects of the representative's actions accrue to the principal.

The essential elements of *taukil wali* comprise the *muwakkil* (principal or delegating party), the *wakil* (agent or representative), the *muwakkal fīh* (the matter entrusted to the agent), and the *sighah* (the expression of delegation) (Lubis et al., 2023). The agent is not required to pronounce a verbal response to the declaration of delegation, but must not reject the appointment (Yunita & Sahera, 2022). In Indonesian practice, *taukil wali* may be performed orally or in writing as a means of transferring authority from the *muwakkil* to the *wakil* (Yahanan, 2025).

Factors that motivate *taukil wali* include the principal's work commitments, geographical distance or difficulties of access, unfamiliarity with the procedures for conducting the marriage contract, and illness (Lubis et al., 2023). Thus, *taukil wali* constitutes a distinct legal act that precedes the performance of the marriage contract. The difference in time and location between the delegation and the marriage contract provides the basis for examining the relationship between *taukil wali* and the requirement of *ittihad al-majlis*.

The Concept of *Ittihad al-majlis* in the Marriage Contract

According to Masrokhin and Ibadillah (2025), the Hanafi, Shafi'i, and Hanbali schools share an emphasis on the continuity of the *ijab* and *qabul* and their connection within a single assembly. The *ijab* and *qabul* must employ expressions that signify marriage, while an interruption that breaks the continuity of the contract may affect its validity. The concept of *ittihad al-majlis* can be examined through three dimensions: *ittihad al-zaman* (unity of time), *ittihad al-makan* (unity of place), and *ittihad al-hay'ah* (unity of the circumstances or manner in which the contract is performed).

Sallom (2022) explains that the four Sunni schools differ in their emphases when interpreting the unity of the assembly. The Hanafi school emphasises the continuity of the *ijab* and *qabul* while allowing some tolerance for a pause, provided that it is not excessively prolonged. The Shafi'i school emphasises immediacy (*al-fawr*), unity of place, and direct witnessing of the marriage proceedings. The Maliki school requires the parties to be present in the same place and at the same time, while allowing limited

tolerance for a brief interruption under certain circumstances. The Hanbali school, meanwhile, places greater emphasis on the continuity of the contract than on the requirement that the parties be physically present in the same room. Accordingly, the differences among the schools concern the interpretation of a unified assembly and the extent to which interruptions may be tolerated, rather than the mere existence of the requirement itself.

This discussion demonstrates that differences among the legal schools concern the meaning of a unified assembly, particularly whether the parties concluding the contract must occupy the same physical space or whether continuity in time and the ability to hear the contractual exchange are sufficient. However, these discussions do not specifically explain the legal position of a principal who remains outside the assembly in which the marriage contract is concluded. To address this issue, it is first necessary to clarify who legally constitutes a party to the marriage contract when representation is involved.

In contemporary literature, Emas (2020) emphasises the importance of physical presence in the interpretation of *ittihad al-majlis* and therefore rejects marriage contracts conducted through video calls. Other positions place greater emphasis on the continuity of the *ijab* and *qabul*. These debates primarily concern the parties performing the contract and the witnesses, rather than the presence of the principal after authority has been delegated. The issue must therefore be examined through Indonesian positive law, particularly the provisions governing a marriage guardian's authority to delegate the performance of the contract. These provisions provide the starting point for assessing whether a guardian who has validly delegated his authority must still be present in the assembly where the marriage contract is concluded.

The Compilation of Islamic Law contains two provisions relevant to this issue. First, the *ijab* and *qabul* between the guardian and the prospective groom must be clear, consecutive, and uninterrupted by a lapse of time. Second, the marriage contract is generally performed by the marriage guardian personally, although its performance may be delegated to another person. These provisions affirm the requirement of continuity between the *ijab* and *qabul* while recognising the permissibility of representation. They do not, however, specifically regulate the location in which *taukil wali* must take place. Consequently, the KHI establishes a basis for the continuity of the contract and the authority of a representative, while the legal position of a principal who remains outside the assembly in which the contract is concluded requires further examination.

More detailed provisions are contained in Minister of Religious Affairs Regulation No. 30 of 2024. Article 12 stipulates that marriage guardians comprise *wali nasab* and *wali hakim*, and that a *wali nasab* may delegate the pronouncement of the *ijab* to a Marriage Registrar (*Pegawai Pencatat Nikah*, PPN) or another qualified person. If the guardian is absent at the time of the marriage contract, the delegation must be evidenced by a written power of attorney in the format prescribed by the Director General. Article 15 further provides that the *ijab* is pronounced by the guardian or the guardian's

representative, while the *qabul* is pronounced by the prospective husband or his representative. Where both the *ijab* and *qabul* are delegated to third parties, the parties granting the authority may observe the marriage contract through an online video connection. Article 16 regulates the performance of marriage contracts at a KUA during official working days and hours, while permitting the contract to take place outside the KUA at the request of the prospective spouses and with the approval of the Head of the KUA or the PPN. These provisions provide a normative basis for examining the representation of a guardian who is not present at the location where the marriage contract is concluded. Nevertheless, a distinction must be drawn between the explicit permission to observe a marriage contract online and the separate question of whether *taukil wali* performed in a different assembly satisfies the applicable legal requirements.

Discussion

Taukil Wali and the Marriage Contract as Two Distinct Legal Acts

Taukil wali and the marriage contract constitute two distinct but related legal acts. *Taukil* establishes a representative relationship between the principal (*muwakkil*) and the agent (*wakil*), whereas the marriage contract is subsequently performed by the agent under the authority conferred. This distinction is consistent with Ibn Nujaym's (2002) explanation that the legal effects of an agent's actions accrue to the principal and that the agent acts in the capacity of a representative. Because they are distinct legal acts, *taukil* and the marriage contract must be analysed according to their respective requirements. The legal issue therefore concerns not only the location where *taukil* is performed but also the validity of the delegation and the continued effectiveness of the authority when the marriage contract is concluded.

This distinction provides the basis for analysing the practice of *tumbuk wali*. When *taukil* is performed inside a house while the marriage contract takes place in front of the house, two separate assemblies are involved: the assembly in which the guardian delegates his authority to the agent and the assembly in which the agent concludes the marriage contract with the prospective groom. Because the assembly for *taukil* ends before the marriage contract begins, the separation of the locations of these two acts does not, in itself, demonstrate a break in the continuity of the *ijab* and *qabul* within the assembly where the marriage contract takes place. The continuity requirement discussed by al-Jaziri (2003) concerns the performance of the *ijab* and *qabul* by the parties concluding the contract. Nevertheless, this distinction alone is insufficient to establish the validity of the practice of *tumbuk wali*. Further analysis is required to examine the legal position of the guardian after delegating his authority, including whether his absence from the assembly affects the validity of either the delegation or the marriage contract under the Shafi'i school and Indonesian marriage law.

Ittihad al-majlis: Who Is Subject to the Requirement?

The requirement of a unified assembly primarily concerns the parties who perform the *ijab* and *qabul*, rather than a principal who has already delegated his authority to an agent. Once the *taukil* has been performed, the agent is the person who pronounces the *ijab* in the marriage-contract assembly, together with the prospective groom and two witnesses (Mundzir et al., 2024). This distinction is informed by al-Jaziri's (2003) discussion of witnesses. He explains that a guardian who has delegated the performance of the marriage contract may, under certain circumstances, be ineligible to serve as a witness even if he remains present. This illustrates the difference between the guardian's position as the principal who delegates authority and the agent's position as the person who performs the contract.

This distinction provides a basis for assessing whether the guardian's physical presence constitutes an independent requirement for the validity of the marriage contract after *taukil* has been performed. Al-Jaziri's discussion of the guardian's ineligibility to serve as a witness does not directly establish that the guardian's absence has no effect on the validity of the contract. Nevertheless, it helps clarify that the guardian's presence and the performance of the *ijab* by an agent are separate legal issues. Under Indonesian positive law, Article 15 of Minister of Religious Affairs Regulation No. 30 of 2024 permits a party who has delegated authority to observe the *ijab* and *qabul* through an online video connection when both have been delegated to third parties. This provision supports the view that the principal is not invariably required to be physically present at the location where the marriage contract is concluded. However, the permission to observe a marriage contract online cannot automatically be equated with the validity of *taukil* performed in a separate assembly.

This reasoning can be further developed through studies of online marriage contracts and *taukil wali bil-kitābah*, or written delegation of a guardian's authority. Vijaini et al. (2024) explain that a guardian need not pronounce the *ijab* personally because this authority may be delegated to an agent. Through *taukil*, geographical distance can be addressed by enabling the agent and the prospective groom to conclude the marriage contract in a single assembly. By analogy, if differences in location can be addressed through representation, the separation of rooms within the same house does not, in itself, demonstrate a disruption of the unity of the assembly in which the marriage contract is concluded. This analogy, however, serves only to illustrate that the principal's location does not necessarily determine the unity of the contractual assembly; it is not, by itself, conclusive evidence of the validity of a marriage performed through *tumbuk wali*. The final assessment must therefore remain grounded in the validity of the *taukil*, the fulfilment of the essential elements and conditions of marriage, and compliance with Indonesian marriage law.

The Requirements That Actually Determine Validity

The validity of a marriage contract performed through *tumbuk wali* depends on several requirements beyond the question of location. Based on the sources examined, the author develops the indicators presented in Table 1 as a framework for assessing validity. This framework represents the author's synthesis of the positions of the legal schools, the KHI, and Minister of Religious Affairs Regulation No. 30 of 2024; it is not a direct quotation from any single source.

Table 1. Indicators for assesing the Validity of a Marriage Contract When Taukil Wali Is Performed in a Separate Assembly

Indicator	Legal Basis	Application to the practice of *tumbuk wali*
Authority of the muwakkil	The wali nasab must be the legally entitled guardian. The source cited by Lubis et al. (2023) identifies requirements including being male, Muslim, having reached puberty, being of sound mind, being free, and being upright in character.	The person granting the taukil must actually possess the legal authority to act as the marriage guardian, rather than merely being a family member.
Authority of the wakil	The agent must meet the applicable requirements for representation and act within the scope of the authorization. See PMA No. 30/2024, Article 12(1), (2), and (4).	The marriage registrar or other authorized person must have been clearly empowered to conclude the particular marriage contract.
Clarity of the taukil	Delegation by the guardian is recognized in the jurisprudential schools, subject to applicable conditions. For a woman who cannot be compelled to marry, the Shafi'i school imposes additional requirements concerning her consent and the absence of a prohibition against delegation (al-Jaziri, 2003).	The declaration of authorization should clearly identify the agent, the marriage concerned, and the parties to the marriage.
Continuity and effectiveness of the authorization	The taukil must precede the marriage contract and remain unrevoked when the contract is performed. The ijab and qabul must be sequential and uninterrupted, in accordance with Article 27 of the KHI.	The interval between the delegation inside the house and the contract in front of the house must not involve the revocation or expiry of the authorization.
Separation between the guardian and the witnesses	A guardian who has delegated his authority must not be treated as a witness merely because he is present during the contract (al-Jaziri, 2003).	The two witnesses must independently satisfy the applicable requirements and must not be replaced by the guardian simply because he attends the ceremony.

Documentary evidence and registration	A written authorization for the guardian's representative is required in circumstances specified in Article 12 of PMA No. 30/2024, including when the guardian is absent at the time of the contract.	The taukil should be documented in writing and acknowledged by the marriage registrar, rather than relying exclusively on an oral declaration.

The table demonstrates that the principal area of vulnerability in this practice concerns documentary evidence and the clarity of the delegation. Yahanan (2025) found that, in Tenayan Raya, community members generally delegated the guardian's authority orally during the marriage ceremony without preparing a written power of attorney. The study noted the evidentiary risks that could arise if a dispute occurred later. The provisions governing *taukil* in Minister of Religious Affairs Regulation No. 30 of 2024, particularly the requirement for a written power of attorney for the guardian's representative before the PPN, help address this concern. Accordingly, the orderly implementation of *tumbuk wali* should avoid leaving administrative deficiencies that could give rise to doubts about the marriage contract.

The provisions concerning a guardian's absence must be interpreted carefully in light of the specific circumstances of *tumbuk wali*. In this practice, the guardian remains in the same house but does not attend the assembly in which the marriage contract is concluded because he has delegated the performance of the *ijab* to an agent. Article 12(4) of Minister of Religious Affairs Regulation No. 30 of 2024 provides a basis for a *wali nasab* to delegate the performance of the *ijab* to a PPN, while paragraph (5) regulates the requirement to prepare a written power of attorney for the guardian's representative when the guardian is absent at the time of the marriage contract. Textually, these provisions may be interpreted as covering circumstances in which the guardian remains at the same location but is not present in the assembly where the marriage contract is concluded. Preparing a written power of attorney is therefore the safer course for ensuring administrative compliance and avoiding divergent interpretations. This interpretation represents the author's legal analysis; its application must nevertheless take account of the applicable regulations and the policies of the local KUA.

Risks of Undermining Guardianship and the Role of Weton Beliefs

The validity of *taukil wali* does not eliminate concerns that repeated delegation may weaken the role of the *wali nasab*. Andriawan and Sainun (2024) found that, in the tradition of delegating a guardian's authority to a customary *kiai* in Lombok, the guardian's nervousness and lack of confidence could motivate the delegation of authority, potentially diminishing the community's understanding of the guardian's role in marriage. Saputera and Maulana (2024) similarly argue that the practice of *wakalah wali* in Dumbo Raya does not substantively conflict with Islamic law but may marginalise a *wali nasab* who is capable of conducting the marriage personally. The context of *taukil*

wali in *tumbuk wali* differs from these cases because the delegation is motivated by a customary prohibition against an encounter based on *weton*, rather than by the guardian's inability to perform the marriage contract. The principal concern is therefore to ensure that the guardian continues to fulfil his role as the person who grants permission and delegates authority. A clear declaration of *taukil*, supported by written documentation, can help reinforce that role.

In addition to the validity of the *taukil* and the marriage contract, the customary beliefs underlying the practice must be assessed separately. Zulfan and Firmansyah (2026) argue that *weton* may be accepted as a cultural symbol, whereas the belief that *weton* determines a person's fate may be classified as *'urf fāsid*, or an invalid customary practice. This assessment concerns the theological and normative basis of the belief underlying the custom, rather than directly determining whether the essential elements and conditions of the marriage contract have been fulfilled. Accordingly, accepting or rejecting the belief underlying the *weton* prohibition does not automatically determine the validity of the marriage contract. Its validity must still be assessed according to the applicable essential elements and conditions, while the beliefs underlying the prohibition constitute a separate matter for religious guidance and community education.

In light of these considerations, the implementation of *tumbuk wali* should observe several safeguards to ensure that customary practice does not override the requirements of marriage law. First, the guardian must clearly delegate his authority to the marriage registrar or another qualified representative. Second, the marriage contract must be witnessed by two qualified witnesses, taking into account the jurisprudential position that a guardian who has delegated his authority may not simultaneously serve as a witness under the circumstances discussed in the relevant literature. Third, the representative must pronounce the *ijab* on behalf of the guardian, followed by the prospective groom's *qabul* in the required sequence. Fourth, the delegation should be documented in writing in accordance with the applicable administrative requirements to avoid evidentiary problems. Fifth, the separation of locations between the *taukil* and the marriage contract should be treated as an aspect of customary practice that must not compromise compliance with the legal requirements. In this way, the continuation of *tumbuk wali* must remain within the boundaries established by Islamic jurisprudence and Indonesian marriage law.

Conclusion

The performance of *taukil wali* in an assembly separate from that in which the marriage contract is concluded, as observed in the practice of *tumbuk wali*, constitutes an independent legal act that establishes a representative relationship between the *muwakkil* and the *wakil*. The marriage contract is a subsequent legal act performed by the representative under the authority conferred upon him. Within this framework, the requirement of *ittihad al-majlis* concerns the continuity of the *ijab* and *qabul* performed

by the parties concluding the marriage contract. Consequently, a guardian who has delegated his authority is not necessarily required to be physically present in the assembly where the contract is concluded. The difference in location between the performance of the *taukil* and the marriage contract therefore does not, in itself, affect the validity of the marriage. The legal assessment should instead focus on the validity of the delegation, the representative's authority, the continuity of the *ijab* and *qabul*, the status of the witnesses, and the fulfilment of the essential elements and conditions of a valid marriage contract.

Under Indonesian positive law, Minister of Religious Affairs Regulation No. 30 of 2024 regulates the performance of the *ijab* by a guardian's representative, the requirement for a written power of attorney when the guardian is absent at the time of the marriage contract, and the possibility of the principal observing the *ijab* and *qabul* through an online video connection under the specified circumstances. Nevertheless, this study is limited by its normative research design and the absence of field data concerning the implementation of *tumbuk wali* in Ampelgading District. Future research should therefore adopt an empirical approach to investigate the forms of delegation used, the completeness of written documentation, and the manner in which the relevant provisions are implemented by the local KUA. In practical terms, marriage registrars and community leaders should ensure that *taukil wali* is performed and documented in accordance with the applicable requirements, thereby allowing respect for local traditions to coexist with compliance with marriage law.

References

Al-Jaziri, Abd al-Rahman. (2003). *Kitāb al-Fiqh ʿalā al-Madhāhib al-Arbaʿah* (2 ed., Vol. 4). Dār al-Kutub al-ʿIlmiyyah.

Alisa, Isma Nur, & Susilo, Yohan. (2022). Owah Gingsire Tradisi Perhitungan Weton Pengantin di Desa Sidorejo Kecamatan Kedungadem Kabupaten Bojonegoro: Tintingan Folklor. *JOB (Jurnal Online Baradha)*, *18*(4), 1237–1256. https://doi.org/10.26740/job.v18n4.p1237-1256

Andriawan, Muhammad Putra, & Sainun. (2024). Praktik Taukil Wali Kepada Kiai Adat: Tinjauan Sosiologi Hukum. *Intizar*, *30*(1), 59–68. https://doi.org/10.19109/intizar.v30i1.22710

Badri, Abdul. (2017). Larangan Taukil Wakil Wali Nikah di Kantor Urusan Agama (KUA) Kecamatan Pangenan Kabupaten Cirebon. *INKLUSIF*, *2*(2), 1–16. https://doi.org/10.24235/inklusif.v2i2.1552

Emas, Mahardika Putera. (2020). Problematika Akad Nikah Via Daring dan Penyelenggaraan Walimah Selama Masa Pandemi Covid-19. *Batulis Civil Law Review*, *1*(1), 68–78. https://doi.org/10.47268/ballrev.v1i1.387

Ibn Nujaym, Siraj al-Din ʿUmar ibn Ibrahim. (2002). *Al-Nahr al-Fāʾiq Sharḥ Kanz al-Daqāʾiq* (1 ed., Vol. 2). Dār al-Kutub al-ʿIlmiyyah.

Ilham, & St. Habibah. (2018). Pemahaman Masyarakat tentang Wakalah dalam Akad Pernikahan Menurut Kompilasi Hukum Islam di Kabupaten Bone. *Nukhbatul 'Ulum*,

4(2), 113–123. https://doi.org/10.36701/nukhbah.v4i2.45

Indonesia. Kementerian Agama. (2024). *Peraturan Menteri Agama Republik Indonesia Nomor 30 Tahun 2024 tentang Pencatatan Pernikahan*.

Indonesia. (1991). *Instruksi Presiden Republik Indonesia Nomor 1 Tahun 1991 tentang Penyebarluasan Kompilasi Hukum Islam*.

Irawan, Dodi Sahrul, & Sholehuddin, Miftahus. (2023). Implementasi Taukil Wali Nasab Berada Di Tempat Jauh Prespektif Efektivitas Hukum Soerjono Soekanto. *Sakina: Journal of Family Studies*, *7*(1), 124–141. https://doi.org/10.18860/jfs.v7i1.3202

Lubis, S., Harahap, M. Y., & Efendi, R. (2023). *Fiqih Munakahat (Hukum Keluarga Dalam Islam)* (Cetakan Pe). Sonpedia Publishing Indonesia.

Masrokhin, & Ibadillah. (2025). Konsep Ittihad Al-Majlis Dalam Pernikahan Menurut Madzhab Hanafi Dan Madzhab Hambali. *Millatuna*, *vol 2 no 4*(Islamic Studies), 163–172. https://doi.org/https://doi.org/10.33752/mjsi.v2i04.8460

Mundzir, M. A., Sagaf, M., Rofiq, A., & Yahya, I. (2024). The Departure of the Guardian (Wali) after Taukil al-Wali in a Marriage Contract Ceremony in Batursari, Talun, Pekalongan: A Legal Anthropology Study. *Hikmatuna : Journal for Integrative Islamic Studies*, *10*(2), 167–175. https://doi.org/10.28918/hikmatuna.v10i2.9203

Naja, H. R. D. (2023). *Seluk Beluk Wakalah Dalam Teori dan Praktek* (I). Uwais Inspirasi Indonesia.

Sallom, D. S. (2022). Interpretasi terhadap Syarat Ijab Kabul Ittihad Al-Majlis dalam Akad Nikah Perspektif Ulama Empat Madzhab. *Hukum Islam*, *22*(2), 152–175. https://doi.org/10.24014/jhi.v22i2.17428

Saputera, A. R. A., & Maulana, A. (2024). Wakalah Wali Nikah di Kecamatan Dumbo Raya Perspektif Hukum Islam. *QaḍāuNā*, *5*(2), 377–394. https://doi.org/https://dx.doi.org/10.24252/qadauna.v5i2.40928

Vijaini, A., Hasbi, M., Abda, M. S., & Parahdina, S. (2024). Legitimasi Nikah Daring melalui Taukil bil Kitabah menurut Hukum Islam dan Hukum Positif. *Mitsaqan Ghalizan: Jurnal Hukum Keluarga dan Pemikiran Hukum Islam*, *4*(1), 22–35.

Willy Zulfan, & Heri Firmansyah. (2026). Anomali Pernikahan: Determinasi Weton dalam Pernikahan Tradisi Jawa Persfektif Hukum Keluarga Islam. *AL-MIKRAJ Jurnal Studi Islam dan Humaniora (E-ISSN 2745-4584)*, *6*(1), 1981–1989. https://doi.org/10.37680/almikraj.v6i1.9121

Yahanan, Y. (2025). Praktik Berwakil Wali di Kantor Urusan Agama (Kua) Kecamatan Tenayan Raya. *Al-Fikra : Jurnal Ilmiah Keislaman*, *24*(1), 112. https://doi.org/10.24014/af.v24i1.38148

Yunita, M., & Sahera, I. (2022). WAKALAH WALI NIKAH (Studi Kantor Urusan Agama Ranah Pesisir). *Jurnal AL-AHKAM*, *13*(1), 91–106. https://doi.org/10.15548/alahkam.v13i1.4428

Zahro, A. S., & Rahma, N. L. (2023). Implementation of Taukil Wali at the KUA of Jati District, Kudus Regency from the Perspective of Minister of Religious Affairs Regulation Number 20 of 2019. *Nurani: Jurnal Kajian Syari'ah dan Masyarakat*, *23*(2), 355–364. https://doi.org/10.19109/nurani.v23i2.19508