

ICOCSPA
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**"Transformation of Nation State
and Global Society
on Gender Equality and Social Inclusion"**

Surabaya, July 17, 2019

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ICOCSPA 2019
Conference on
Contemporary Social and Political Affairs 2019

**"Transformation of Nation State and Global Society
on Gender Equality and Social Inclusion"**



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REPRODUCTIVE HEALTH RIGHTS AMONG JAVANESE WOMAN UNDER MARRIAGE CONTRACT IN INDONESIA

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INTRODUCTION

Marriage contract is a contract between a man and an unmarried woman where there is an agreement in terms of marriage and dowry. If there is no agreement of period and dowry, the marriage is considered invalid. Marriage contract is interpreted by Muslim clerics as being free from the presumption of fornication. Religious interpretation postulates that legalized marriage contract is for the purpose of protecting women. However, the interpretations of the clerics who are all male are only beneficial to men but at the expense of women. In Kalisat Village, Rembang sub-district, Pasuruan and in Warungkaleng region in South and North Tugu, Cisarua subdistrict, Bogor, almost in every house, a woman with such a marriage is found, and health service units which are close to the local people are public health centers (PHCs). PHCs serve general and reproductive health services. When women complain about their reproductive health, they will come to clinics. It seems that not much can be done by health staffs in those health centers, given the limited availability of medicines, lack of understanding about women's reproductive health, and women's tendency to regard their complaints as unimportant. This article investigates process of a marriage contract, backgrounds of women who had experienced it, and reproductive health rights of women under a marriage contract.

RESEARCH METHOD

Employing descriptive qualitative method, the research was conducted in Pasuruan, East Java and Bogor, West Java, Indonesia. The selection of the research contexts was done purposively. Data collection consisted of observations and in-depth interviews. In-depth interview encompasses the view of women who have done marriage contract against their own reproductive health as well as the discourse of *kyais* (Muslim clerics) against the marriage that impacts on women's reproductive health. The researchers conducted in-depth interviews with 112 (one hundred twelve) informants: 76 (seventy six) women who have done marriage contract that impacts on women's reproductive health, 6 (six) *kyais* that have knowledge about marriage contract, 6 (six) brokers, 4 (four) villa guards, 4 (four) tour guides, 10 (ten) motorcycle drivers, 2 (two) doctors, 4 (four) midwives who control reproductive health among women who have done marriage contract.

RESULT AND DISCUSSION

The results of this study indicate that the marriage contract is conducted as *sirri* (unregistered) marriage in Islam where there is an *ijab qobul* (marriage consent) consisting of a man, a woman, a witness, and also a *penghulu* (Muslim leader). A man from outside the village who wants a marriage contract has a more complicated process. Factors underlying the marriage are lack of formal education, *Kyais* who allow marriage contract under the pretext of legalizing sexual relations of men and women, and cultural factors where the marriage has been practiced for generations and entrenched in the consciousness of the community. Marriage contract in Indonesia shares some similarities with marriages in a number of developing countries where women are considered as a merchandise.

Several studies about marriage in many countries (Bravo *et al.*, 2014; Shechtman and Lemennicier 1999; Dalmia, 2004; Brown *et al.*, 2006). Marriage contract is a disadvantage to women as it does not allow women to obtain a quality marriage. Allendorf *et al.* (2012) explored the determinant factors of marital quality in Chitwan Valley, Nepal. This research found that gender, education, spouse choice, and marital durations are the most important factors that determine marital quality.

The difference is that the marriage contract in Indonesia is temporary or on a certain agreed duration, which causes negative effects on the reproductive health of women. The findings of this study indicate that despite all the rituals of marriage contract which are executed according to their conceptual directions, the idea for having the marriage remains initiated by the intention of men. If the idea of marriage comes from the women, it places men as protectors. Here, the social construction places men in a decisive position. Factors underlying the marriage contract are due to economic, education, religion and cultural factors. The main objective of all marriage contract cases is to provide sexual intercourse for men with agreed material rewards for women. The main reason why these women are willing to be married temporarily is to meet their needs. Lacking of formal education, religious scholars who allow the marriage contract under the pretext of legalizing sexual relations of men and women and cultural factors where the marriage has been practiced for generations and entrenched in the consciousness of the community, confirm the existence of such a marriage. Pregnancy, birth and presence of children born in a marriage contract are part of the agreement. Women do not fully have control over her reproductive rights in the marriage contract. If the reproductive rights are not part of the agreement made by couples involved in the marriage, the man party does not need to comply.

CONCLUSIONS

In the marriage contract, reproductive rights of women are not in control of the women themselves; rather, they need to be considered by the male partner. It was proved that women do not fully have control over their reproductive rights in the marriage contract. Poverty and lack of education of women in such marriage of course impact on the low level of awareness of the importance of understanding the reproductive consciousness. The need to know that the reproductive health is not a priority, because they are more focused on working for the sake of survival.

REFERENCES

- Allendorf, K. and Ghimire, D.J. (2012). "Determinant of marital quality in an arranged marriage society", *Social Science Research*, 42(1), 59-70.
- Bravo, M.M.P., Martinez, P.A. and Ruiz, I.J. (2014). "Arranged marriage: Women for sale", *Procedia - Social and Behavioral Sciences*, 132, 564-569.
- Brown, S. L., Sanchez, L.A., Nock, S.L. and Wright, J.D. (2006). "Links between premarital cohabitation and subsequent marital quality, stability, and divorce: A comparison of covenant versus standard marriages", *Social Science Research*, 35(2), 454-470.
- Dalmia, S. (2004). "A hedonic analysis of marriage transactions in India: estimating determinants of dowries and demand for groom characteristics in marriage", *Research in Economics*, 58(3)
- Shechtman, S.G. & Lemennicier, B. (1999). "Marriage contract and the law-and-economics of marriage: an Austrian perspective", *The Journal of Socio-Economics*, 28(6), 665-690.