

**RECEPTION OF THE MARRIAGE AGREEMENT IN THE
WEDDING AGREEMENT THE SERIES:
BETWEEN MORAL NORMS, MARRIAGE LAW, AND THE
COMPILATION OF ISLAMIC LAW**

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ABSTRAK

Film *Wedding Agreement* (2019) mendapat respon positif dari pemirsa. Demikian juga versi *Wedding Agreement The Series* (WATS) yang tayang setiap Jumat di Netflix, Viu, dan Youtube sejak 25 Maret 2022. Film WATS menghadirkan perjanjian perkawinan yang berbeda dengan UU No 1/1974 tentang Perkawinan dan Kompilasi Hukum Islam (KHI). Pasal 29 ayat (1)-(4) UU 1/1974 mengatur bahwa perjanjian dibuat sebelum akad, tetapi dalam WATS, perjanjian dibuat setelah akad. UU Perkawinan mengatur bahwa perjanjian tidak boleh bertentangan dengan norma agama dan kesusilaan. Sedangkan perjanjian dalam WATS mengandung masalah: peniadaan kewajiban istri atas suami; peniadaan izin suami untuk istri saat akan melakukan aktivitas publik; pembatasan akses ruangan tempat tinggal; dan sepakat bercerai setelah satu tahun. Dari fakta ini, bisa dinyatakan bahwa praktik perjanjian perkawinan WATS tidak sesuai dengan norma UU Perkawinan dan KHI. Lalu, bagaimana penonton meresepsi praktek perjanjian perkawinan tersebut? Artikel ini mengkaji resepsi penonton atas praktik perjanjian perkawinan dalam WATS. Riset dilakukan di Lampung dan Yogyakarta. Temuannya: mayoritas penonton menyadari bahwa praktek perjanjian perkawinan dalam WATS melanggar norma kepastian dan kesusilaan, akan tetapi mereka ragu apakah hal tersebut melanggar hukum atau tidak. Hal ini mengingat dokumen dibuat oleh kedua belah pihak dengan meterai cukup. Responden terikat dengan pemahaman bahwa meterai menjadikan dokumen absah di mata hukum. Mayoritas responden menyatakan praktek WATS tersebut tidak selaras dengan hukum Islam, namun belum berani secara tegas menyatakan bertentangan. Sikap ini bersandar pada simpati kepada Tari, tokoh perempuan yang terzalimi, bukan kepada pemahaman akan hukum Islam yang memadai.

Keywords: perjanjian perkawinan, UU Perkawinan, teori resepsi, Kompilasi Hukum Islam

ABSTRACT

The film Wedding Agreement (2019) received a positive response from viewers. Likewise, the version of Wedding Agreement The Series (WATS) which airs every Friday on Netflix, Viu, and Youtube since March 25, 2022. The WATS film presents a marriage agreement that is different from Law No. 1/1974 concerning Marriage and the Compilation of Islamic Law (KHI). Article 29 paragraphs (1)-(4) of Law 1/1974 stipulates that the agreement is made before the contract, but in WATS, the agreement is made after the contract. The Marriage Law stipulates that the agreement must not conflict with religious norms and morality. Meanwhile, the agreement in WATS contains the following problems: the abolition of the wife's obligation to her husband; the refusal of the husband's permission for the wife to carry out public activities; restrictions on access to residential rooms; and agreeing to divorce after one year. From this fact, it can be stated that the practice of WATS marriage agreements is not in accordance with the norms of the Marriage Law and KHI. Then, how does the audience perceive the practice of the marriage agreement? This article examines the audience reception of the practice of marriage agreements in WATS with the theory of the Stuart Hall reception. The research was conducted in Lampung and Yogyakarta. The findings: there are three reception patterns, namely accepting, negotiating, and rejecting. In general, the audience is aware that the practice of marriage agreements in WATS violates the norms of decency and decency, but they doubt whether it violates the law or not. This is because the documents were made by both parties with sufficient stamp duty. Respondents are bound by the understanding that the seal is a valid document in the eyes of the law. The majority of respondents stated that the practice of WATS was not in line with Islamic law, but did not dare to expressly state that it was contradictory. This attitude rests on sympathy for Tari, an oppressed female character, not on an adequate understanding of Islamic law.

Keywords: *agreement, Marriage Law, reception theory, Compilation of Islamic Law*

INTRODUCTION

Drama genre films are in great demand because they are considered with daily life. (Amanda and Sriwartini, 2020: 143). There are many popular drama films in the society, one of which is the *Wedding Agreement* produced by Starvision Plus, (A'yun, 2019: 8) which is an adaptation of the novel *Wedding Agreement* by Eria Chuzaimiah.

This film was first released with a rating of 6.5/10 (Afiah, 2021: 3). At premiere in theaters, this film earned 70,000 cinemagoers and 893,136 on the 35th day (Starvision, 2019). This film presents the figure of a married couple: Tari and Bian (Putri, 2022: 6). *Wedding Agreement The Series (WATS)* was shown on several platforms: Netflix and Disney Hotstar. Film *Wedding Agreement* has attracted the

attention of both young and old and raises diverse views (Afiah, 2021: 3).

The success of this film certainly cannot be separated from the beginning of the story which was lifted from a novel into a drama film and reaped a positive response from the audience. So the producer brought this film back up by making a *Wedding Agreement The Series* (WATS) with 10 episodes that aired every Friday since March 25, 2022 and has been watched by hundreds of thousands of viewers. The very high enthusiasm of the audience indicates a positive reception from the film.

The film *Wedding Agreement* tells the story of an arranged marriage between Tari and Bian (Afiah, 2021: 3). From the start, Bian did not want this marriage so he made a marriage agreement with Tari. The contents of the agreement include: eliminating the wife's obligations such as serving her husband; the wife does not need to ask permission from her husband when going to do activities; restricted access to housing, and will divorce after one year of marriage.

The practice of marriage agreements in the film is different from the marriage agreements regulated in Law Number 1/1974 and the Compilation of Islamic Law. Article 29 paragraphs (1)-(4) of Law 1/1974 stipulates that a marriage agreement must be made before the marriage contract, but

in WATS, the agreement is made after the contract. The Marriage Law stipulates that a marriage agreement must not conflict with religious norms and morality and Article 45 paragraph (2) of the KHI regulates that other agreements (marriage) are not contrary to Islamic law. While in WATS there are points that are contrary to Islamic norms and decency.

From this fact, it can be stated that the practice of WATS marriage agreements is not in line with the norms in the Marriage Law and the Compilation of Islamic Law. Then, how does the audience perceive the practice of this marriage agreement? This article examines the audience's reception of the practice of marriage agreements in WATS. The research was conducted in two areas: Lampung and Yogyakarta. These two areas represent the dialectic of rural-urban, Java-outer Java with all its distinctive characters. This research is qualitative-descriptive research by conducting interviews with informants and describing them so that they can provide a clear picture. Data processing and analysis is done by watching and observing the scenes and scripts of the marriage agreement in the film, then comparing it with existing regulations, then conducting interviews with informants regarding the marriage agreement.

This WATS film has actually been widely studied, such

as the research of Fatimaturrohmah & Febriani (2021); Amanda & Sriwartini, (2020); and Putri's research, (2022). All of these studies focus on the study of semiotics and the message of da'wah conveyed by the film. This research positions the study of marriage agreements and audience receptions on the inconsistency between the agreement in the film and the regulations that apply in Indonesia.

DISCUSSION

Film Profile Wedding Agreement The Series

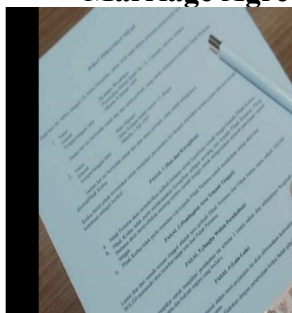
Film *Wedding Agreement* shows Bian and Tari who got married because their parents were betrothed. Tari accepts marriage without dating but Bian is forced to undergo the marriage because he does not want to hurt his parents. This is because Bian already has a girlfriend named Sarah, whom he has liked since in college. At first, Tari believed that love could come after marriage, but soon became pessimistic about this condition.

Figure 1: 2019 Wedding Agreement Film Poster

On the first day after marriage, Bian presented a marriage agreement that they would be married in just a year, after which Bian would divorce Tari. The reason is that Bian still loves Sarah and intends to marry Sarah after separating from Tari. On the other hand, Tari never gives up, she keeps trying to win Bian's heart in various ways even though she is often hurt because Bian ignores her for Sarah's sake. (Aulia, 2019).

In the film *Wedding Agreement*, there is a marriage agreement written by Bian (the First Party) to be signed by Tari (the Second Party). The contents of the marriage agreement are as follows:

Figure 2: Contents of the Marriage Agreement



2019).

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applicable religious laws and state laws. (Wedding Agreement, 2019).

Theory of Reception and Marriage Agreement Perspective of Marriage Law and Compilation of Islamic Law

Article 1 (Rights and Obligations)

1. The First Party will provide a monthly living for household needs to the Second Party.
2. The Second Party does not need to carry out its obligations as a wife to the First Party. The First Party will provide a domestic assistant to do all household chores.
3. The Second Party does not need to ask permission from the First Party to carry out any activities

Article 2 (Division of Residential area)

The second floor of the residential house is the private area of the First Party and the Second Party is absolutely NOT POSSIBLE to enter the area without the permission of the First Party.

Article 3 (Term of Marriage)

Both Parties agree to undergo this marriage for 1 (one) year and then separate according to the

Reception is a communication model found by Stuart Hall which is defined as the process of decoding the audience that takes place through the media. (Stuart, 1986:129) In contrast to other communication models, Stuart Hall advances the idea that the audience can play an active role in *decoding* messages that depends on the social context of the audience itself and allows changing the message conveyed through collective action. Stuart Hall explains that *encoding-decoding* can be used to express the meaning of a message between the sender and the recipient of the message. *Encoding-decoding* encourages various interpretations of the message conveyed. (Hawari, 2019: 4)

According to Stuart Hall, every message received by the *audience* will be interpreted in various ways because of the dominant process, negotiation and opposition. (Tohari & Fajariko, 2017: 162) There are three forms of meaning received by the audience towards the sender of the message and how the message is read between the two. (Eritanto, 2009).

First, *the dominant-hegemonic position*, the first meaning is the dominant reader position, meaning that there is a media that conveys and then the recipient is the audience, these meanings between the message conveyed and received there are no differences and are accepted by the *audience*. This reception occurs when the delivery of a message from the producer uses a common encoding, so that the recipient will receive and interpret the message in general as well. (Febrian, 2012:53).

Second, *negotiated code/position*, the second meaning is negotiated reading. This means that the audience will accept the message in general but the audience will reject the message if there is a difference with their habits. The audience will reject a message that is conveyed if it is not in accordance with their beliefs. The position of this second meaning, allows the absence of a dominating reading, the condition of the message conveyed by the producer is interpreted continuously by the producer and the recipient. Producers also convey messages according to the condition of the audience, but when received, the audience does not read and accept the message in general but the audience will use their beliefs and beliefs which are negotiated through the code and messages that have been conveyed. (Febrian, 2012:53).

Third, *oppositional code/position*, the third meaning is the reading of the opposition which means the opposite of the first meaning, the *audience* has been given a message by the producer which is general and can be used in general as well and there is an estimate that is the same as that predicted by the producer. However, in this meaning/position, the audience has a different view or meaning from that conveyed by the producer. (Febrian, 2012:53).

Marriage agreement is a term taken from Chapter V of Law Number 1/1947 article 29. This article does not define a marriage agreement, but regulates its validity, when it comes into effect, and can be changed. Law 1/1974 does not regulate the subject matter of the agreement as regulated in the Civil Law. Marriage agreement is defined as an agreement made by the prospective bride and groom prior to the contract. (Susanto, tt: 78) A marriage agreement is also often referred to as a prenuptial agreement or in English a *Prenuptial Agreement*. (Prawirohamidjojo, 1988:4).

The marriage agreement is in principle the same as the general agreement, that is, it occurs between two prospective husband and wife to regulate the assets made before the marriage and ratified by the Marriage Registrar (PPN KUA), (Damanhuri, 2007: 7). Where a party promises or is deemed to

have promised to do something, the other party has the right to demand the implementation of the agreement (Prodjodikoro, 1981:11). A marriage agreement is made by the prospective husband and wife to regulate the consequences of their marriage on their assets (Ko, 1981: 283).

Article 29 of Law no. 1/1974 article 29 stipulates that the marriage agreement is made before the contract is carried out with an agreement by both parties and ratified by the Marriage Registrar who is present at the wedding. Furthermore, this article explains that the contents of the agreement must not conflict and violate legal, religious and moral boundaries. If the contents of the marriage agreement are contradictory then the agreement cannot be ratified. (Marriage Law, 1974: p.29).

The Compilation of Islamic Law (KHI) regulates in detail the implementation of this marriage agreement. Article 45 of the KHI regulates that the two prospective brides can enter into a marriage agreement either in the form of taklik talak or other agreements that are not contrary to Islamic law. Article 47 KHI regulates the implementation of the marriage agreement before the contract is held by making a written agreement and ratifying the Marriage Registrar where the marriage can contain the position of property in the marriage. (Mahkamah Agung, 2011: 74).

Audience Reception of Bian-Tari Marriage Agreement, Marriage Law and Compilation of Islamic Law.

After the author observes the contents of the Bian-Tari Marriage Agreement, there are several points of agreement between husband and wife, namely: They are

1. not allowed to regulate each other.
2. Can't take care of each other's needs.
3. No need to bother doing their obligations as husband / wife.
4. Do not enter the room without permission.
5. There is no need to ask for permission from your husband/wife if you want to travel.

The points above are against the laws and regulations. The timing of the signing of the marriage agreement was not appropriate and it was added that there were points in the marriage agreement that contradicted Law Number 1 of 1974 Article 29 Paragraph (2), that the agreement could not be ratified if it violated the boundaries of law, religion, and decency. The Bian-Tari Agreement letter violates the basis of marriage in Article 1 of the Marriage Law, which is to form a happy and eternal family based on the One Godhead. (Marriage Law, 1974: p. 1) The Bian-Tari Agreement actually destroys the

happiness of husband and wife and the eternal bond of marriage.

In the context of Islamic law, this Bian-Tari Agreement eliminates the main purpose of marriage, which is to obtain peace, tranquility, or *sakinah* that should be achieved in marriage. On the other hand, the letter made Tari and Bian nervous. Furthermore, the Bian-Tari Agreement also violates the norms of decency because there is no mutual respect between husband and wife, harming both parties.

After analyzing the Bian-Tari marriage agreement which is not in line with the Marriage Law and KHI and having conducted interviews with various informants, to analyze it, he can use the reception theory initiated by Stuart Hall, he argues that the reception is a process of accepting the audience that occurs in the media. So that to be able to know it can do the coding through three positions of meaning. (Hall, 1986:129).

First, the dominant-hegemonic position, namely the dominant reading position. In this position, the producer uses a message or coder that is generally accepted by the audience, so that the audience will receive the message in general as well, so there is no different interpretation. As in this film, there is an arranged marriage. Tari and Bian got married because of an arranged marriage and were forced to accept it. (Anjumi,

2022). Tari feels a dilemma to choose to stay in order to or disappoint Pakde and Bude. (YM, 2022)

This film also uses a code of trust from the audience for the validity of the agreement that has been signed on stamp duty. The agreement is valid, (Prabowo, 2022) because the agreement has been signed on a stamp duty, (Mila, 2022) This opinion is based on every agreement on a stamp duty is strong evidence (Wati, 2022) as in Article 2 of Law Number 13/1985 concerning Stamp Duty explained that the stamp duty was used as a complement to the existence of the agreement. (Stamp Duty Law, 1985: p.2) By looking at the opinion of the audience, there is a match between the interpretation of the producer and the audience in general.

Second, negotiated code/position, namely the reading/negotiated position. This position has no general meaning. There are interpretations conveyed by producers continuously but when accepted by the audience it is not interpreted in general, the audience is more opinionated in their beliefs, in this film the producer conveys a marriage due to an arranged marriage and an agreement that is not in line with the laws and regulations. The audience is more concerned with the sense of empathy for the actor. (Hall, 1986:129).

The audience stated that the Bian-Tari Agreement was not in accordance with the spirit of the marriage law and Islamic teachings. (Marzuki, 2022) Because this agreement was carried out after the contract and there was coercion and was not in accordance with the norms of decency. (Anjumi, 2022). This agreement should not be published properly because it contains wrong content and is worried that the audience will watch it so that in the future there will be a similar marriage agreement. (Anam, 2022)

Apart from this, the audience thinks that Bian cannot forget the past, (Wanda, 2022) even though he is originally a loving person. (Lestari, 2022). Meanwhile, the figure of Tari is tough and patient. (Indra, 2022). Putri Nur Indah Cahya (2022) also interprets that she feels sorry for Tari who was traumatized as a child where the person died so that she lost love and hoped to get love from her husband but it was not in accordance with reality, but Tari still carried out her obligations as a wife. (Iqbal, 2022). By looking at the opinion of the audience, there is an interpretation of the audience based on their feelings.

Third, oppositional code/position, namely the reading of the opposition. This position is the opposite of the first position. The audience rejects the meaning given by the producers and replaces it with meaning based on

their own thinking. In this case, the audience does not accept or even reject the meaning of the producer conveyed by the producer through the media.

The audience considered the agreement on the film to be invalid because it was not in accordance with the Marriage Law and KHI. (Anjumi, 2022) as if playing games is controversial and not confronted with the authorities. (MP, 2022) The argument for this opinion is based on the rules in Article 29 of the Marriage Law and Article 45 of the Compilation of Islamic Law.

In this film, the producers raised several controversial points and received conflicting responses from the audience, such as the prohibition on dancing to carry out obligations as a wife, in taking care of the household. The audience thinks that this is okay (Sari, 2022) because taking care of the household is not only the duty of a wife. (Agustina, 2022). In religion, it is explained that husband and wife must have their respective rights and obligations. (Hafidz, 2022). Furthermore, with the absence of her husband's permission while on the move, Tari does not need to ask her husband's permission when traveling. The audience thought that it was not permissible for a wife to have to ask her husband's permission at any time. Another opinion is that asking permission from the husband is obligatory even though the husband may not

care or not allow it. (Saputri, 2022).

Then there is a producer code in the agreement, namely the distribution of house access, Bian limits that the upper floor is Bian's room and Tari cannot go up without his permission. The audience assumes the purpose of marriage is worship, in the household there is a living physically and mentally. If the separation of rooms is applied in this way, then the inner livelihood is not fulfilled. (BP, 2022) The existence of such separation is unfair, one party can carry out its activities freely but the other party is limited. (Goddess, 2022). And lastly, there is a producer code in the agreement that contains the period/time of marriage which is only for one year, the audience does not agree with this because it is identical to contract marriage or in Islam it is called *mut'ah marriage*. Islam itself prohibits *mut'ah marriage*. (Anjumi, 2022). Marriage is a very big act and worship, so of course the purpose of marriage is a lifetime, not just a year.

CONCLUSION

The marriage agreement in this film is not in line with the values and norms of decency as contained in the legislation, after conducting interviews and analyzing using reception theory so that three positions of meaning and audience acceptance were found, namely, first, the audience

received the message in general and was in harmony with what was conveyed by the audience. Producers, namely the existence of forced marriages and agreements on stamps. Second, the opening where the audience generally agrees with the producers but has different beliefs, namely where the audience has understood the inconsistent agreement but is still hesitant to say wrong and is more empathetic to the condition of the oppressed Tari. The three meanings are contrary to the first, where the audience thinks differently about what the producers convey, the existence of a marriage agreement, the audience assumes that it is not in accordance with religious teachings and regulations where there is a prohibition on carrying out the wife's obligations, restrictions on house access, husband's permission and an agreement to ended the marriage after one year of marriage.[]

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