
Analysis of the Effectiveness of Using Contractual Sentences (*Sighat*) in Islamic Marriages in Indonesia: John Langshaw Austin's Speech Act Theory Perspective

Akhmad Fauzi

Faculty of Law, Nahdlatul Ulama University Indonesia Jakarta, Indonesia

E-mail : akhmadfauzi@gmail.com

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Abstract: *This study aims to analyse the effectiveness of the use of the marriage contract (sighat) in Islamic marriages in Indonesia, based on John Langshaw Austin's speech act theory. The study used a qualitative method, collecting and analysing data from relevant written sources. The results of the study show that the kalimat akad (sighat) in Islamic marriages in Indonesia is significantly effective in creating marriages that are legally and socially valid. Analysis using Austin's theory of speech acts shows that the marriage contract has a strong performative function, i.e. it can perform the action of marriage and bind the two parties. However, the study also found that there are some challenges in the use of marriage contracts in Islamic marriages in Indonesia, such as a lack of understanding of the meaning and function of marriage contracts among Indonesian Muslim communities. Therefore, this study recommends efforts to increase public awareness and understanding of the meaning and function of the marriage contract (sighat) in Islamic marriages in Indonesia.*

1. Introduction

In Islamic tradition, marriage is not merely about establishing a biological or emotional relationship between two individuals, but rather a contract (*akad*) that encompasses legal and social dimensions. As a social contract, marriage involves an agreement consciously entered into by both parties (man and woman) by fulfilling certain conditions stipulated in Islamic law. This agreement has real legal implications, such as the rights and obligations of husband and wife, recognition of family status in society, and legal protection for offspring. However, at the same time, marriage is also viewed as a sacred bond, that is, an agreement involving religious values and spiritual responsibility before God. Therefore, the marriage ceremony is not merely a contractual process in an exoteric sense but also encompasses transcendental values that require sincerity of intent and moral commitment (Sufyan & Amin, 2021).

The combination of the two dimensions above (social and sacred) makes the form of the sentence (*sighat*) of the contract an expression that is not only understood literally, but must also be examined philosophically. In this situation, the language spoken during the contract can actualise a new reality, namely that two individuals who previously had no legal relationship

become husband and wife. The validity and effectiveness of marriage depend heavily on the recitation of the marriage contract (*sighat*) in accordance with the pillars and conditions as stipulated in Islamic jurisprudence (Safrudin & Sholikhhan, 2020). However, the extent to which these words are effective in bringing about a change in the legal status of two individuals (from single to married) is often not comprehensively examined from a philosophical perspective, particularly in the field of the Philosophy of Language.

Although the marriage contract in Islam has long been a standard part of religious practice, studies on the meaning and function of the contract from a philosophical perspective are still rare. Most academic discussions to date have focused on *fiqh* and formal legal aspects (Sobirin, 2020). Meanwhile, linguistic and philosophical aspects—particularly regarding how the marriage contract operates as an instrument for creating legal reality—have received less attention.

In the philosophy of language, particularly John Langshaw Austin's speech act theory, utterances in linguistic activities not only serve to convey information, but also to perform actions (doing things with words). Therefore, uttering the marriage contract (*sighat*) not only expresses the intention to marry, but also actively brings about a change in the legal status of the bride and groom from unmarried individuals to a legally and religiously recognised married couple (Safitri et al., 2021).

Analysis of this practice will not only reveal linguistic aspects, but also explore deeper meanings, so that the intentions behind the words used in marriage contracts can be revealed. This research is expected to contribute significantly to the understanding of how language and actions interact in the context of marriage, as well as the social implications arising from the *ijab qabul* process. Language plays a crucial role in determining how communication is established and understood, thereby influencing the legitimacy and clarity of the agreement made. In this context, the author will analyse the *ijab* and *qabul* phrases commonly used in the context of Muslim marriages in Indonesia through the approach of John Langshaw Austin's theory of speech acts. This approach allows the author to explore how utterances not only function as tools of communication but also as actions with legal and social consequences in the context of Islamic marriages in Indonesia.

2. Materials and Methods

This research is qualitative research, which uses a qualitative paradigm with a focus on meaning and interpretation (Haryoko et al., 2020). The author also uses a library research approach with a documentation technique process. Through this technique, the author attempts to elaborate and trace related data, whether in the form of notes, transcripts, journals, books, newspapers, or data from other necessary sources. In addition, the data is carefully reviewed through comparative and systematic examination of documents. This study takes its subject matter from the thoughts of several Islamic legal scholars (*fiqh*), the products of the Compilation of Islamic Law (KHI), and combines them with John Langshaw Austin's theory of speech acts, which focuses on the philosophy of language.

Furthermore, in the discussion, the author uses content analysis techniques by in-depth investigating, examining, and reviewing written or printed information issues. The collected data will then be analyzed through several phases, as follows: The four stages of data analysis are as follows: Data collection is defined as the process of gathering data from various written documents that discuss information related to the same theme. Data management includes organizing related information through processes such as verification, editing, and review. Data organization can be defined as the process of arranging and systematizing the data obtained, then

incorporating this data into a planned presentation framework. Interpretation can be defined as the process of integrating all relevant values and meanings from the collected data to reach valid conclusions. The analysis in this study includes the presentation and discussion of data qualitatively, namely through the presentation of words or sentences (Abdussamad, 2021).

3. Results and Discussion

3.1. Sighat in Islamic Marriage

Sighat in the context of Islamic marriage is a form of expression that includes *ijab* and *qabul*. *Ijab* is generally defined as what first comes from one of the parties to the contract. Meanwhile, *qabul* is a statement made by the other party as a sign of acceptance of the *ijab*. Through the actualisation of the above *sighat*, both parties are officially bound in a valid marriage according to the law (al-Malibari, 2017). In this context, four scholars of Islamic *fiqh* have agreed to establish the *ijab* and *qabul* as the pillars of marriage. With this agreement, marriage is not only considered valid religiously but also has a strong legal basis in society (az-Zuhaili, 2011).

Regarding the form of wording (*sighat*) in Islamic marriage contracts, scholars of *fiqh* differ in their opinions. The Hanafi school explicitly states that a marriage is considered valid with any wording that indicates the immediate transfer of ownership of something, such as the terms "*hibah* (gift), *tamlik* (transfer of ownership), *shadaqah* (charity), *al-‘athiyyah* (gift), *al-qordh* (loan), *al-salam* (guarantee), *al-isti'jar* (rental), *al-shulh* (peace), *al-shorf* (exchange), *al-ja'lu* (making), even *al-bai'* (selling), and *al-syara* (buying)." However, the terms and conditions of the above phrases must be accompanied by intent or there must be indicators showing the intention to marry, such as the presence of a dowry, inviting the community and witnesses (az-Zuhaili, 2011).

Meanwhile, according to other schools of thought, such as Shafi'iyyah and Hanābilah, there are more specific and rigid provisions. From the perspective of these two schools of thought, the wording used in marriage must only include the words '*nikah*' or '*tazwīj*,' as stated in Quranic verses 37 of Surah al-Ahzab and 22 of Surah an-Nisa' (az-Zuhaili, 2011). This opinion is widely supported and agreed upon by Islamic jurists, particularly Indonesian scholars, who have subsequently adopted it as a reference for marriage practices among Muslim communities in Indonesia.

A valid marriage contract must take into account important elements such as the clarity of the *ijab* and *qabul*. The *ijab* process does not always originate from the woman, but can also come from the man, provided that it meets the specified requirements. This shows that marriage in Islam is a mutual agreement involving both parties. For example, if the man first says to the woman's guardian: 'I marry your daughter' or 'marry me to your daughter named Fulanah,' and the guardian responds: 'Yes, I marry you to my daughter, or I accept,' then the first statement is called the *ijab* and the second is called the *qabul*. In other words, *ijab* is the form of expression that signifies the agreement or transaction that occurs first. Meanwhile, *qabul* is the form of expression used to respond, which occurs second from either party (az-Zuhaili, 2011).

In the context of Muslim marriages in Indonesia, *ijab* is conceptualised as a statement articulated by the female party. Meanwhile, *qabul* is characterised as a response expressed by the male bride (Walidaini et al., 2024). *Ijab* is a statement made by the guardian or their representative to marry the bride who is under their guardianship. *Ijab* can take the form of words, writing, or gestures that express the intention to enter into the marriage contract. Meanwhile, *qabul* is the response from the groom indicating his willingness to accept the marriage in a clear manner to avoid any doubt or confusion (Sanjaya and Faqih, 2017).

The above provisions are in line with the principles in the Compilation of Islamic Law (KHI), which provides a systematic legal basis for the implementation of Islamic marriage in Indonesia. The Compilation of Islamic Law is constructed based on fatwas and opinions of scholars and is used as a reference in Islamic family law in Indonesia. In the context of Islamic marriage in Indonesia, Articles 27, 28, and 29 specifically address the provisions and requirements related to the performance of the marriage contract as follows:

Article 27: The *ijab* and *qabul* between the guardian and the prospective groom must be clear, consecutive, and without interruption.

Article 28: The marriage contract shall be performed personally by the guardian concerned. The guardian may appoint another person as his representative.

Article 29:

- (1) The person entitled to utter the *qabul* is the prospective groom himself;
- (2) In certain circumstances, the acceptance of the marriage contract may be delegated to another man, provided that the prospective groom gives explicit written authorisation that the delegate's acceptance of the marriage contract is on behalf of the prospective groom;
- (3) If the prospective bride or guardian objects to the prospective groom being represented, the marriage contract may not be performed (Mardani, 2013).

Based on the above articles, a marriage contract can be considered valid if all the necessary elements are fulfilled. These elements consist of *Aqid* (the person performing the contract), *Ma'qud 'alaih* (the object of the contract), *Sighat* (the contract statement), *Ijab* (the statement of surrender), and *Qobul* (the statement of acceptance). Additionally, the *ijab qobul* process is carried out continuously without any interruptions or pauses. If there is anxiety on the part of the marriage guardian or the prospective groom that disrupts the marriage contract statement, the contract process may be repeated. The purpose is to ensure that the *ijab* and *qabul* statements have been clearly understood, easily comprehended, and witnessed by the witnesses (Hermanto, 2021).

Explicitly, the marriage contract is not formulated textually in the Compilation of Islamic Law. However, in practice, the marriage contract must be clearly stated by the bride to the groom, including details about the couple, the guardian, the dowry, and the method of payment. An unclear marriage contract, such as a time-limited contract marriage, is considered invalid and flawed (*fasid*) because it contradicts the true concept of marriage. Therefore, if the *ijab* contains uncertain conditions, such as 'I marry you if you have obtained a certain job,' then the marriage contract becomes invalid and void in the context of Islamic marriage in Indonesia (Sanjaya and Faqih, 2017).

From the illustration above, the author deliberately presents several marriage contract formulas that are often used as references in Islamic marriages in Indonesia. These formulas are representative enough to be analysed from the perspective of John Langshaw Austin's philosophy of language theory of speech acts. Among these formulas are the following:

***Sighat Ijab* (submission sentence):**

1. 'I marry Nihayah binti Jacob to Akhmad bin Nursidik with a dowry of a set of prayer equipment and 25 grams of gold, paid in cash.'
2. 'Brother Akhmad bin Nursidik, I marry you to my daughter/sister named Nihayah binti Jacob with a dowry of a set of prayer equipment and 25 grams of gold, paid in cash.'

***Sighat Qobul* (acceptance sentence):**

1. 'I accept the marriage of Nihayah binti Jacob with a dowry of a set of prayer equipment and 25 grams of gold paid in cash.'

2. 'I accept the marriage and wedding of Nihayah binti Jacob with the dowry mentioned in cash.'

3.2. John Langshaw Austin's Theory of Speech Acts

John Langshaw Austin was a British linguistic philosopher who proposed various functions of speech in communication. One of his brilliant ideas countered the ideas of logical positivism, which focused too much on the use of language based on analytical studies (truth conditions) and emphasised correspondential truth that required empirical verification (Thomas, 1995). According to Austin, speech in linguistic activities is equivalent to an action. Therefore, in language practice, speakers do not merely make statements but also perform actions. Functionally, utterances can be divided into two types: constative utterances, which are descriptive and aim to convey information, and performative utterances, which aim to perform actions or achieve certain results through words (Putra et al., 2022).

In this context, Austin (1962) states: 'the ground up how many senses there are in which to say something is to do something, or in saying something we do something, and even by saying something we do something'. Every utterance has implications for the speaker and listener, indicating an action (present, past, and future) when communication takes place. Every speech act does not merely reflect the speaker's style of speech, but also entails the speaker's and listener's responsibility for the content of a utterance (Yuliantoro, 2020).

The process of transmitting the content of every utterance is viewed as a series of actions that indicate something. Utterances accompanied by such actions are called performative utterances by Austin. These utterances have distinctive characteristics and are distinguished from ordinary (constatative) statements, which tend to be purely informative. Austin states, 'The act of saying something in this full normal sense I call, i.e. dub, the performance of a locutionary act, and the study of utterance this far and these respects the study of locutions, or of the full units of speech' (Austin, 1962).

Austin intensively focused his attention on illocutionary acts, which are linguistic acts that have three distinctive characteristics, namely: 1) doing something through speech (locution), 2) requiring an appropriate situation or context (felicity condition), and 3) being articulated with explicit performative words (explicit performative). The emphasis on this type of illocutionary act aims to distinguish it from perlocutionary acts, which also involve actions but have different speech characteristics (Arief, 2015). The differences between the two will be further explained in the discussion of the types of speech acts according to Austin in the following review.

3.2.1. Locutionary Act

Locutionary acts are speech acts that express something (the act of saying something) to the interlocutor based on lexical meaning and syntactic rules (Damayanti et al., 2022). The product of locutionary acts is merely the performance of speech an-sich, without any intention or power. In practical terms, locutionary acts are oriented towards articulating something (content and reference) clearly without the intention of doing something (Sumarlan, et al., 2023). The priority of locutionary acts is the content of speech that is correlated to a topic through the speaker's explanations, statements, or expressions. In this context, locutionary meaning is understood as a linguistic form that emphasises the speaker's style of speech in expressing something, without any obligation to carry out the content of the speech.

3.2.2. Illocutionary Act

Illocutionary acts are types of speech acts that express an action of the speaker through spoken language (an act of doing something in saying something). Illocutionary acts contain the speaker's responsibility to carry out something in accordance with the content of their speech. In other words, illocutionary acts contain the meaning and force generated by the utterance used. As an illustration, when a speaker utters a statement, they are not merely conveying information, but part of that statement elicits a response in the form of behaviour (Safitri et al., 2021).

The distinctive feature of illocutionary acts compared to other speech acts is: (1) there is a power or force that motivates the speaker to do something in accordance with the content of their speech. This is commonly referred to as illocutionary power. This characteristic fundamentally distinguishes illocutionary acts from locutionary acts, as explained by Coulthard (1977) who states, "the interpretation of the locutionary act is based on meaning, but the interpretation of the illocutionary act is based on force." (2) The power or force contained in performative sentences is operationally manifested in the form of explicit and clear sentences, and has certain consequences in accordance with what is said, and (3) The force of illocution can be realised directly through agreed-upon and mutually understood mechanisms and procedures, such as adequate conditions, specific utterances, and clear utterance content, so that it can be accepted and understood well by the addressee (Arief, 2015). Thus, illocutionary acts are potentially under the control of the speaker, and what is more important is the speaker's responsibility to have done, be doing, and will do something in accordance with the content of their utterance. Illocutionary acts directly associate power or strength with the activity of the utterance of the sentence.

3.2.3. Perlocutionary Act

Unlike the two previous types of speech acts, perlocutionary acts contain specific intentions and / or effects on the interlocutor (an act that has some effect because of doing something in saying something). According to Coulthard (in Arief, 2015), perlocutionary speech acts can transform the speaker's mindset, in the form of signalling (alarm), conviction, and deterrence towards something spoken by the speaker. This speech act has several important characteristics, including: (1) the action is a response to the understanding of the interlocutor, (2) it is closely related to the context and situation of the conversation, (3) it cannot be understood literally through the meaning of the words used, (4) it is influenced by the interlocutor's level of involvement and intensity in the interaction, and (5) the meaning of the utterance can be dynamic and requires specific interpretation to understand it (Arief, 2015).

The logical consequence of a perlocutionary act is a change in the interlocutor's mindset and behaviour, resulting from the act of saying something and the way it is said. Because perlocutionary acts focus more on the outcome, they are considered successful if the listener responds and acts in accordance with the speaker's wishes as a direct result of the illocutionary act. This is as stated by Levinson (1983) as follows: 'perlocutionary act the bringing about of effect on the audience by means of uttering the sentence, such effect being special to circumstances of utterance' meaning that a perlocutionary act is the process of influencing the audience through the utterance of a sentence, thereby producing a specific effect related to the context and situation at the time of utterance.

3.3. Discussion

Marriage, as outlined in the Compilation of Islamic Law (KHI) in Chapter IV, can be implemented after all the necessary requirements have been fulfilled proportionally. The fulfilment of these requirements is a legal criterion for validating marriage. Therefore, their existence is a necessity, and their absence renders the marriage invalid. These requirements include the presence of a prospective husband and wife who mutually consent, a valid marriage

guardian, two trustworthy witnesses, and the presence of the marriage contract statement (az-Zuhaili, 2011).

Unfortunately, the *ijab* and *qabul* process is often cancelled or deemed invalid due to inconsistencies in its implementation or a lack of understanding of the agreed terms. The above situation is triggered, in particular, by the pronunciation of the *ijab* or *qabul* phrase, which some parties consider to be inappropriate. Discrepancies in the recitation of the *ijab* or *qabul* phrases, for example, can lead to uncertainty regarding the actual intent and agreement. Therefore, it is crucial to ensure that each word is pronounced clearly and accurately, and to understand the meaning behind the phrases so that the agreement is valid and accepted by all parties involved (Sobirin, 2020).

Fundamentally, a marriage contract can be concluded using any language that can express the intention, be understood by the parties involved, and be understood by the witnesses. This is because, in essence, the words (*sighat*) in a marriage contract can be expressed in various ways as long as they are clear and not interrupted by other activities (Jamaluddin and Amalia, 2016). The Islamic marriage contract in Indonesia structurally consists of two main components, namely *ijab* (the statement of surrender from the guardian) and *qabul* (the statement of acceptance from the prospective husband) (Sanjaya and Faqih, 2017). These two statements play a central role not only as verbal expressions but also as actions to create a new legal status for the parties getting married. A philosophical approach to language, particularly through the theory of speech acts developed by John Langshaw Austin, offers a conceptual framework capable of explaining this phenomenon in depth.

Austin (1962) states that speech does not merely serve to convey information, but also to perform actions through language (performative utterance). In the context of marriage contracts, the *ijab* and *qabul* are not ordinary descriptive statements, but performative utterances that legally establish marriage when uttered in accordance with certain conditions known as felicity conditions. The concept of felicity conditions includes social and legal context appropriateness, the authority and capacity of the parties involved, the use of appropriate language, and the serious intent of the parties uttering the marriage contract (Arma and Katubi, 2022). The fulfilment of these conditions aligns with Islamic *fiqh* provisions regarding the validity of the marriage contract, so that the philosophical approach to language not only provides linguistic understanding but also strengthens the legal validity of the contract (az-Zuhaili, 2011).

Furthermore, the division of speech acts into locutionary, illocutionary, and perlocutionary acts allows for a comprehensive analysis of the linguistic, legal, and socio-spiritual aspects of marriage contracts (Baan, 2023). The contract sentence as an illocutionary act directly creates a legal bond, while the perlocutionary act has a real social and emotional impact on the community and those involved in the marriage. Thus, the philosophy of language reinforces the position of the marriage contract statement as a performative and contextual linguistic act, while also providing a holistic understanding of the legal power and effectiveness of the marriage contract in the practice of Islamic marriage in Indonesia.

In this particular case, the author's analysis is limited to a form (*sighat*) of an Islamic marriage contract in Indonesia that is explicitly stated by the woman's guardian. The following marriage contract was made for brother Akhmad bin Nursidik and Nihayah binti Jacob: "I marry you to my daughter/sister with a dowry of a set of prayer equipment and 25 grams of gold, paid in cash." A comprehensive study of the linguistic composition of the sentence, conducted using John Langshaw Austin's speech act theory, has resulted in the identification of three fundamental components, which are described as follows:

1) Locution

This sentence has a clear locution, namely the literal statement of the marriage guardian who married Akhmad bin Nursidik to Nihayah binti Jacob with a specific dowry. This locution can be interpreted as the action of the marriage guardian who uttered certain words to marry the two parties.

2) Illocution

The illocutionary force of this sentence is performative, meaning that it not only conveys information but also performs an action. In this case, the sentence assumes the function of a marriage bond, with the marriage guardian using specific vocabulary to establish the marriage bond between Akhmad bin Nursidik and Nihayah binti Jacob. This illocutionary can be interpreted as the action of the marriage guardian, who has the power (authority) to marry both parties. In such circumstances, the marriage can proceed, provided that the legal conditions have been met (i.e., the conditions of happiness). For a marriage to be formalized, several prerequisites must be met. First, it is crucial to ensure the presence of a legal guardian. Second, a fundamental requirement for marriage is the presence of both parties. Third, the presence of two witnesses is an absolute requirement. In conclusion, it is very important to include a statement in the marriage contract.

3) Perlocution

Meanwhile, the perlocutionary effect of the sentence is the effect caused by the actions of the marriage guardian as the speaker, namely: 1) Akhmad bin Nursidik and Nihayah binti Jacob become legally husband and wife; 2) Both parties have rights and obligations as husband and wife; and 3) The dowry given belongs to Nihayah binti Jacob.

This perlocutionary act can be interpreted as the result of the actions of the marriage guardian, who is authorized to marry both parties. In the context of J.L. Austin's philosophy of language, the following sentence analysis can be proposed: The sentence is characterized by strong illocutionary power, which is proven by its ability to bind both parties in the marriage bond. Furthermore, the sentence shows a real perlocutionary effect, the consequence of which is the action of the marriage guardian. The sentence can be considered a performative act, which has the capacity to give birth to a social reality, which is realized as a legal marriage between Akhmad bin Nursodik and Nihayah binti Jacob. The sentence can be analyzed as an illustration of a performative act, which has the capacity to give birth to a new social and legal reality through the use of the form (*sighat*) of the marriage contract.

In John Langshaw Austin's speech act theory, the *ijab* phrase, "Brother Akhmad bin Nursidik, I marry you to my daughter/sister named Nihayah binti Jacob with a dowry of a set of prayer equipment and 25 grams of gold, paid in cash", can be categorized as an explicit performative sentence that has significant illocutionary and perlocutionary power in the context of Islamic marriage in Indonesia. The main components of the sentence above, if explained from each word, can be detailed as follows:

- a) The word '**brother**' is a term of address used to indicate equality and respect. Vocally, this word is used to address or greet someone.
- b) The word '**Akhmad bin Nursidik**' is a noun that functions as the object of the marriage contract, referring to the name of the person who married Nihayah binti Jacob. 'Akhmad' is the first name, while 'bin Nursidik' indicates that Akhmad is Nursidik's son.
- c) The word '**I**' is a first-person singular pronoun used as the subject of a sentence. In this context, the word 'I' refers to the person performing the act of marriage, namely Nihayah's father.

- d) The word '**marry**' is a transitive verb meaning to perform the act of marriage. In this context, 'marry' is used as a performative verb, indicating the act of marriage performed by a marriage guardian.
- e) The word '**You**' is a second-person singular pronoun used as an object in the act of marriage. The function of the word 'you' is as a direct object of the verbs 'marry'
- f) The word '**with**' is a preposition (prepositional phrase) used to indicate the relationship between Nihayah and Akhmad bin Nursidik. In this context, 'with' is used to indicate that Nihayah married Akhmad bin Nursidik.
- g) The word '**my daughter/sister**' is a noun that refers to the daughter of the person who performed the marriage contract. The suffix 'my' in the word 'my daughter/sister' is a possessive pronoun that indicates ownership, specifically the daughter owned by the person who performed the marriage contract or the object married to Ahmad bin Nursidik.
- h) The phrase '**named Nihayah binti Jacob**' is a relative clause that shows the complete identity of the object being married. Functionally, this phrase modifies the phrase 'my daughter/sister', which indicates the complete identity of the object being married.
- i) The second word '**with**' is a preposition used to indicate the relationship between marriage and dowry. In this context, 'with' is used to indicate that the marriage was carried out with a specific dowry.
- j) The word '**dowry**' is a noun that refers to a gift from a husband to his wife as a sign of love, commitment, and the terms or conditions of marriage. In this context, 'dowry' is used to indicate that the marriage was conducted with a specific dowry.
- k) The phrase '**a set of prayer equipment and 25 grams of gold**' is a nominal phrase that indicates the type and amount of dowry that must be fulfilled. As the object of the prepositional phrase 'with a dowry in the form of', it indicates the type and amount of dowry that must be fulfilled.
- l) The word '**cash**' is an adjective meaning payment made directly and not through other means such as credit or installments. In this context, 'cash' is used to indicate that the dowry is paid directly and not through other means.

A detailed description of each word in the sighat qabul "I accept the marriage of Nihayah binti Yakub with the dowry mentioned in cash", based on J.L. Austin's speech act theory, is as follows:

- a) The word '**I**' is a first-person singular pronoun used as the subject of a sentence. In this context, 'I' refers to the person performing the act of accepting the marriage, namely the prospective husband. The purpose is to identify the subject performing the act of accepting the marriage. This word is a referential speech act, used to identify the person performing the act.
- b) The word '**accept**' is a verb meaning to accept or grant. In this context, 'accept' is used as a performative, meaning the word that carries out the act of accepting the marriage itself. The illocutionary function of 'accept' is to express willingness and agreement to enter into a marriage.
- c) The word '**marriage**' is a noun that refers to marriage or a marriage contract. In this context, 'marriage' is used to indicate that the act of accepting marriage is related to the marriage contract.
- d) The phrase '**Nihayah binti Jacob**' is used to identify the complete identity of the person being married.

- e) The word '**with**' is a preposition used to indicate the relationship between marriage and dowry. In this context, 'with' is used to indicate that the marriage was accepted with a certain dowry.
- f) The word '**dowry**' is a noun that refers to a gift from a husband to his wife as a sign of love and commitment in marriage. In this context, 'dowry' is used to indicate that the marriage was received with a certain dowry.
- g) The word '**mentioned**' is used to indicate that the dowry in question is a dowry that has been previously determined. In this context, 'mentioned' is used to indicate that the dowry received is a dowry that has been previously agreed upon.
- h) The word '**cash**' is an adjective meaning payment made directly and not through other means such as credit or installments. In this context, 'cash' is used to indicate that the dowry is paid directly and not through other means.

In J.L. Austin's speech act theory, the statement of acceptance (*sighat qabul*) above can be categorized as an explicit performative sentence that has significant illocutionary and perlocutionary power in the context of marriage. This sentence carries out the act of accepting marriage, expressing willingness, and agreeing to marry with a certain dowry. Analysis of the relationship between the locutionary, illocutionary, and perlocutionary aspects of this acceptance statement reveals that the locutionary aspect of the sentence is the literal meaning of the acceptance statement. The locutionary meaning of the sentence only informs that someone accepts marriage with a certain dowry. Meanwhile, the illocutionary aspect of the acceptance statement is the power contained in the sentence to carry out a certain action. This action is acceptance of marriage, which involves expressing willingness, agreeing to marry with a certain dowry, and binding the marriage contract between the two parties, namely the prospective husband and the prospective wife.

Meanwhile, the perlocutionary aspect of the statement of acceptance is the impact the sentence has on the listener or in a particular situation. This impact includes the belief of the prospective bride and her family that the marriage has been agreed to and accepted by the prospective groom. The prospective husband and wife have a valid and enforceable marriage contract. The family and surrounding community know that the marriage has been agreed to and accepted by both parties. The perlocutionary impact of this statement is the creation of agreement and certainty regarding the marriage, both legally and socially.

4. Conclusion

Based on John Langshaw Austin's speech act theory, the *sighat* of the marriage contract in Islamic marriage in Indonesia can be categorized as a performative speech act that has the power to create social reality. The effectiveness of the use of marriage vows in Islamic marriage can be measured from several aspects, such as: 1) Clarity and certainty of the meaning of the marriage vows, 2) The ability of the marriage vows to create commitment and awareness of marital responsibilities, and 3) The ability of the marriage vows to create harmony and agreement between the couple. This study can provide insight into the importance of the use of effective marriage vows in Islamic marriages in Indonesia, as well as its implications for marital harmony and awareness of marital responsibilities.

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