



Legal Evaluation of Womb Leases and Their Effects on a Born Child's Status

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Abstract

With the advancement of the times, things can develop quickly, such as the field of medicine in terms of uterine rental techniques, also known as surrogate mother. A uterus lease agreement is when the surrogate mother and a married couple agree to perform IVF (in vitro) technique, in which their sperm and ova are inserted into a tube, inserted into another woman's uterus. In order to do this, the author employs a normative legal research technique. The secondary data included in this study includes primary and secondary legal sources discovered through literature searches. The results showed that the womb lease agreement made is considered legally void, as well as affects the status of the child, which can occur in two cases: The kid born is an out-of-wedlock child if the surrogate mother is a female or widow. However, in situations where the surrogate mother is a lady who is still legally wed, so, the kid that the pair had who rents out her womb is considered their legitimate child.

Keywords: *Husband and Wife, Medical Technology, Child Status, Covenant*

Introduction

Married couples desperately want a child born with good health, perfect limbs, and functioning well. Families always expect and look forward to the presence of children, especially for couples whom it has been a long time since they had children.¹ The couple, wife, and family are looking forward to his presence with great enthusiasm.

Married couples marry to have children, which is one of their goals. Every couple has a desire to have children. The right to start and maintain a family through a formal marriage belongs to all people.² Despite this, there are occasionally a number of challenges connected with the desire involved in marriage to have children.³ This can

¹ KN. Sofyan Hasan, *Family Law in Islam* (Setara Press, 2018).

² Sista Noor Elvina, 'Protection of the Right to Continue Offspring in Surrogate Mother' [2014] Collection of Student Journals of Faculty of Law 1 <<http://hukum.studentjournal.ub.ac.id/index.php/hukum/article/view/729>>.

³ Tono Djuwantono, Wiryawan Permadi and Fertility Expert, 'N e r t i l i t a S'.



happen in cases where one of the married couples has abnormalities in their reproductive system. Today, the adoption of a child is the most commonly used method. However, these couples want to have children who are genetically or blood related to their own as they develop.⁴

One of the three inherent rights bestowed by the Almighty God, along with the rights to life, liberty and property. The endeavour made by humans to bear children is known as reproduction and it is a natural right. Every living thing, including humans, instinctively wants to have offspring as long as it does not interfere with the interests of certain societies, whether legal norms, moral norms or religious norms. This applies even when there are individual limitations, such as disease and social so as not to allow him to have offspring. Reproductive activities have been carried out by humans since the beginning of creation. The technique of artificial reproduction is one of the most debated.

Artificial reproduction techniques do not use human cloning or duplication to obtain a pregnancy. Instead, it deals with gamete cells (ova and sperm) and the result of conception (embryo). IVF is the most common method of artificial reproduction. In reality, the term "test-tube baby" refers to the fertilization process that takes place outside the mother's womb rather than inside a tube that has been prepared in a laboratory so that sperm and egg meet not naturally but through expert intervention outside the woman's body or inside a tube made in such a way that temperature and other conditions are similar to the site of early fertilization (mother's uterus).⁵

Basically, the goal of IVF programs is to help couples who have tubal abnormalities that prevent them from giving birth to children naturally, endometriosis (inflammation of the mucous membrane of the uterus), lack of quality of the husband's sperm (oligospermia), and the presence of immune factors (immunological). Married couples who have lived together for years within a country's legal marriage bond have found that IVF programs can bring happiness.

⁴ Desriza Ratman, *Surrogate Mother in Ethical and Legal Perspective: Can You Rent a Womb in Indonesia?* (Gramedia 2012).

⁵ Muhammad Darudin, *IVF Reproduction: Reviewed Medical Law, Civil Law, Islamic Law* (Kalam Mulia 1997).



One method of IVF that develops is surrogate mother, ⁶ causing infertility in the mother the rent of the uterus is: a woman whose uterus has not existed from birth, has had it removed or is not interested in becoming pregnant despite the health of her uterus because she wants to remain athletic because the woman is a professional makes an infertile lady who may be replaced by another woman.⁷

Women who commit themselves by an arrangement with someone, generally a married couple are referred to as womb leases, surrogate mothers or guardian mothers. The purpose of this agreement is that the wife can get following the union of male seed cells (sperm) and female germ cells (ova) in an external fertilisation process (in vitro fertilisation), the woman becomes pregnant and the baby is given to her and her husband in exchange for materials that have been agreed upon in accordance with the agreement.⁸

Uterine rent, also known as surrogate mother, is not specifically regulated in Indonesia's positive law.⁹ However, Articles 1548 and 1320 of the Civil Code apply if using the argumentum a contorio approach. Womb rent, according to the Civil Code's Article 1313, this has to do with the agreement:

"An act in which one or more persons place themselves under the influence of another or more persons", therefore, the practice of womb rent, also known as surrogate motherhood, can be defined as an agreement. This agreement can be an agreement between a married couple to give something to another woman (surrogate mother) or an agreement between two people to do something (embryo transplant). After this event occurs, the two parties establish a bond known as a covenant.

The surrogate mother agreement itself must meet several legal terms of the contract specified in Civil Code Article 1320. Research shows that this agreement is not legally acceptable, because of the "lawful cause" of this causa, this agreement is

⁶ John O Schorge Errol Norwitz, *At a glance obstetri dan ginekologi* (Erlangga 2012).

⁷ Fred Ameln, *Kapita Selekta Hukum Kedokteran* (Adhyatma Ali Said ed, Grafikatama Jaya 1991).

⁸ Salim HS, *Bayi Tabung Tinjauan Aspek Hukum* (Cet 1, Sinar Grafika 1993).

⁹ Adinda Akhsanal Viqria, 'Civil Law Commons, Constitutional Law Commons, Criminal Law Commons, and the International Law Commons Recommended Citation Recommended Citation Viqria' (2022) 1 Adinda Akhsanal 3
<<https://scholarhub.ui.ac.id/dharmasisya>>
<<https://scholarhub.ui.ac.id/dharmasisya/vol1/iss4/3>>.



considered void by law. As a result, the agreement was restored to its original position, where it was considered to be absent altogether.¹⁰

The legislation of the treaty itself contains a clause pertaining to the freedom of contract. This is provided for under Article 1338 Civil Code, stating that,¹¹

"A validly concluded agreement shall be deemed to be law for the party that produced it".

They say that parties to an agreement have the freedom whether to get into a contract or not, may decide on the terms, substance, and implementation of an agreement, as well as its form, and can engage into an agreement with anybody. Nevertheless, the article still sets limits on freedom of contract as contained in other articles of the Civil Code.

Health Law No. 36 of 2009's Article 127 states that only lawfully married couples are permitted to try for pregnancy outside of the normal, means: (a) In the couple's womb, fertilized ova and sperm are mentioned. (b) carried out by a medical expert with the necessary training and authority. (c) at specific medical institutions.¹² The method of making sperm and ova from a legal partner implanted in the couple's uterus is allowed by Indonesian law. IVF method is another name for this technique.¹³

The Republic of Indonesia's No. 73 / Menkes / PER / II / 1999 Regulation of the Health Minister about the Use of Artificial Technology Services, Article 4, states that "only married couples who are legally bound by marriage and use artificial this service is available to those who use reproductive technology as a last resort to have children and in accordance with medical criteria."¹⁴

¹⁰ Dewi Astika Tandirerung, 'Analysis of Innominaat Agreement on Surrogate Mother Lending in Indonesia' (2018) 26 Amanna Gappa 12.

¹¹ Ghansam Anand, 'Principles of Freedom of Contract in the Compilation of Contracts' (2011) 26 Yuridika 89.

¹² PRESIDENT OF THE REPUBLIC OF INDONESIA, 'LAW OF THE REPUBLIC OF INDONESIA NUMBER 36 OF 2009 CONCERNING HEALTH' (2009) 5 MINISTER OF LAW AND HUMAN RIGHTS OF THE REPUBLIC OF INDONESIA 12.

¹³ Muh Firda Ramadhani, Dian Septiandani and Dharu Triasih, 'Civil Legal Status of IVF and Its Relationship in Review of Islamic Law and Civil Code' (2022) 1 Semarang Law Review (SLR) 74.

¹⁴ Rizky Ariesandhy Kurnia Prastiono and Widhi Handoko, 'Legalitas Kedudukan Kontrak Sewa Kandungan Dalam Perspektif Hukum Perdata Di Indonesia' (2022) 15 Notarius 909.



Consequences And Purposes Of Uterine Rental Agreement

Married couples who have not had children are the main purpose of the practice of uterine rent, also known as surrogate mothers. All married couples want to have children.¹⁵ Each couple has made various efforts to get offspring, such as using medical methods, meeting smart people and so on. For wives who experience diseases in their uterus, such as uterine defects or removal of the uterus.

If cervical disease is not cured, the cervix must be removed completely or the infected part must be cut into a virtuous shape known as conization. Benign tumors in the uterus that are potentially malignant, called uterine myoma disease, remove the entire uterus, especially for women approaching menopause. Such a disease cannot allow couples to have offspring. Although prohibited in Indonesia, married couples have no other choice but to use surrogate mothers. Rent of the uterus is necessary for several reasons, such as:¹⁶

1. A woman may not be able to conceive naturally due to a medical condition or handicap that keeps her from desiring to become pregnant and have children.
2. A someone who desires children but has had surgery or other issues remove their uterus. It is evident that this prevents her from becoming pregnant.
3. Someone who want to maintain their beauty while avoiding the consequences of getting pregnant, giving birth and nursing due to pregnancy, childbirth and breastfeeding can cause appearance problems such as obesity.
4. A woman who is menopausal or has dropped out and wants to have children.
5. The lady desires children, but she does not want to become pregnant, give birth, or nurse a kid. Instead, she wants to maintain her beauty after giving birth.
6. A woman who wants to sell her uterus to others to make money. This may be due to very urgent economic issues.

The parties will inevitably be affected by the practice of womb lease agreements, also known as surrogate mothers. However, the most significant effects were seen in

¹⁵ Deviana Yanitasari Sonny Dewi Judiasih, Susilowati Suparto Dajaan, *Legal Aspects of Womb Rent in Indonesian Legal Perspective* (1st, PT Refika Aditama 2016).

¹⁶ Mimi Halimah, 'Pandangan Aksiologi Terhadap Surrogate Mother' (2018) 1 Jurnal Filsafat Indonesia 51.



women who had abortions or surrogate mothers. In the case of women who rent out the consequences of the uterine rental practise on their uterus are as follows:¹⁷

1. Has committed adultery because her uterus (surrogate mother) contains the sperm of another man.
2. Turning off the mother's instinct because she has to let go of the child she is carrying.
3. Reduces the dignity and nobility of women because the uterus is not a saleable item.
4. When one party violates the agreement there will be problems, such as in cases where the surrogate mother refuses to give the child to the partner who has sperm and ova.
5. If this news spreads widely, there will be a social uproar. Because people do not know the rental of the uterus.

Since the IVF process includes the surrogate mother agreement, the method by which planting seeds or embryos between the two is the same. Despite the fact that the surrogate mother's womb and the mother's transplanted embryo vary in the last stage of the process, while the baby receives the embryo from the wife's womb. Fertilization is done outside the uterus rather than by natural methods, so the steps and procedures are the same as in vitro fertilization. The surrogate mother has several stages, which can be explained further, such as the following:¹⁸

1. Fertility control (Ovarium Hyper Stimulation)

This is the first procedure performed on women. Usually, women are given fertility drugs that can increase egg production. At that time, ultrasound would usually be done routinely to determine the number of eggs present and to examine the ovaries, which are responsible for producing eggs. Plus, blood tests

¹⁷ Erwien AdisiswantoWahibatul Maghfuroh, 'JURIDICAL REVIEW OF THE POSITION OF CHILDREN FROM WOMB RENT ACCORDING TO THE CIVIL CODE AND THE COMPILATION OF ISLAMIC LAW' (2023) XI IUS Journal 51 <[file:///C:/Users/User/Downloads/1415-Article Text-4878-1-10-20230529.pdf](file:///C:/Users/User/Downloads/1415-Article%20Text-4878-1-10-20230529.pdf)>.

¹⁸ Jurnal Pendidikan dan Dakwah and others, 'A N W a R U L Hukum Inseminasi Buatan Dan Bayi Tabung Serta Implementasinya' (2023) 3 Februari 152 <<https://ejournal.yasin-alsys.org/index.php/anwarul>>.



will be done to determine the mother's hormone levels. To guarantee a high success rate and ensure a sufficient number of eggs, this process is very important. To ensure the reproduction of many eggs needed to develop the embryo and the fertilization process, this process usually lasts about two weeks.

2. Egg cell transplant

Once the egg is declared sufficient and eligible for fertilization, the process of retrieving the egg begins. To carry out this process, the egg must be retrieved from the mother's body through a small procedure called follicle aspiration. Sound imaging tools will help the doctor perform the procedure. Through the vagina, the doctor will place a tiny needle into the ovary and follicle, the sac that houses the egg. The egg will be pulled out of the ovary with a small needle connected to the suction device. During surgery, the woman or mother to be will experience cramps due to the effects of immune drugs. Cramps will usually disappear within a day.

3. Fertilization and Insemination

During this process, the sperm will be united with the egg and stored in a tube or laboratory room. Insemination is the process of mixing sperm and egg. A few hours after insemination, sperm will enter the egg (fertilize it). Laboratory staff can inject sperm directly into the egg if doctors think there is no possibility of fertilization. Many fertility programs commonly perform ICSI on some eggs, even if all of them are normal. This is called Intracytoplasmic Sperm Injection (ICSI).

4. Embryo observation

The embryo will divide from the fertilized egg after the process of union of sperm and egg is complete. In order for the embryo to grow properly, the relevant doctor will conduct an examination. A good embryo has many active cells that divide, and this process usually lasts five days.

5. Transfer embryo

Transfer back to the uterus is done within 3 to 5 days after the woman's eggs and ovaries are retrieved. A small tube containing the embryo will be inserted



into the woman's vagina through the cervix. When the embryo adheres to the uterine lining and develops, pregnancy takes place. Multiple pregnancies occur when two embryos are inserted simultaneously into the uterus. It is not surprising that current IVF methods can determine and even select twins.

6. Routine control

The doctor will schedule an examination within a few days after the successful embryo transfer. If successful, weekly or monthly check-ups will be required. Because IVF fetal development may be slightly different from normal babies, supervision should be carried out according to the doctor's advice.

As a writer, he will use the argumentum a contrario way of thinking to regulate the womb lease agreement, the Civil Code in relation to the surrogate mother's lease on her womb, explain or interpret using the argumentum a contrario approach. The author uses the Civil Code regarding the subject of engagements derived from agreements or contracts (Article 1313) and the legal terms of agreements (Article 1320) to support this argumentum a contrario.

The entirety of the uterine rent is regulated by the Civil Code, or surrogate mother.¹⁹ In line with Civil Code Article 1313, it says:

" A group of individuals binding themselves to one another or to someone who is binding themselves to another ".

Therefore, a uterus lease can be defined as an agreement in which a married couple gives a promise to the surrogate mother or surrogate mother to do something agreed, such as embryo transfer or embryo transfer, will create a relationship between two people called a contract or agreement.

Womb lease agreements, or surrogate mothers, and lease agreements can be classified as "nominate agreements" or "collective agreements". Is a surrogate mother agreement considered a nominee agreement? As the object of this agreement, the female uterus. A woman's uterus is not considered a nominated (named) agreement, but as merit. As stated in the Civil Code, Article 499:

¹⁹ Husni Thamrin, *Legal Aspects of IVF and Womb Rent: (Perspective of Civil Law and Islamic Law)* (Print I, Aswaja Pressindo, 2014).



"Any object or right that can be owned". Therefore, both tangible goods and intangible goods. The Civil Code regulates tangible goods, and laws outside the Civil Code regulate intangible goods.

An agreement has no bearing on the freedom of contract or agreement concept, commonly referred to as freedom of agreement, which allows the parties to establish the agreement independently. Freedom of agreement, or freedom of agreement, is based on Civil Law Article 1338, paragraph 1, it says:

"Any agreement made by lawful means becomes law for the party doing so."

Thus, it can be concluded that any agreement is binding on both parties, and the flexibility to reach agreements is granted to both sides. This idea of contract or agreement freedom, also known as freedom of agreement, has a specific scope that gives freedom to both parties to:²⁰

1. Every individual has the right to choose whether or not to make an agreement. The parties must enter into an agreement in order for each to fulfill their obligations. It is better to make this agreement in the case of a surrogate mother because this provides protection for all parties if one party does not fulfill its obligations.
2. Binding agreements with anyone, including married couples with surrogate mothers or uterine rental mothers, can be done with anyone, the subject and object of the surrogate mother rental contract cannot be validated. A married couple entering into an agreement with A womb lease agreement covers a surrogate mother or womb rental mother..However, the woman's uterus is the aim of the surrogate mother agreement at various phases., such as receiving the embryo, conceiving, keeping the fetus, giving birth to the child, and handing over the baby to the customer's family.
3. Determining what is included in the agreement, how it is implemented, and its terms, then includes a brief explanation for each step, namely :²¹

²⁰ Muhammad Ali Hanafiah Selian, 'Surrogate Mother; Review of Civil and Islamic Law' (2018) 4 Juridical Journal 131.

²¹ Desy Rosanti and others, 'Berdasarkan Hukum Di Indonesia' 6.



a. Determining what is included in the uterine rental agreement

The parties (married couple with surrogate mother) in the surrogate mother agreement can choose what is included in their agreement, provided it doesn't violate the law, public morality or order. The parties must respect the content of the agreement they legally concluded.

Decency, public order and Indonesian law all prohibit what is considered to be the content of this agreement. In Indonesia, the practice of IVF has not been as popular as IVF which has long been known by the public and is not in accordance with custom, the issue is whether a woman who is the object of a contract may rent her womb to another person.

b. Putting a uterine rental arrangement into practise (surrogate mother)

Returned to the parties who established the agreement when it was executed. Considering the item, that should take about 10 months, to be precise. This time interval covers the time from embryo transplantation to the birth of the baby.

According to Abdulkadir Muhammad, the implementation of the agreement is basically related to the payment and delivery of goods.²² It is possible to conclude that this contract of lease of the uterus (surrogate mother) begins with an embryo transplant, but the writer is unaware of the exact time the payment was made. The contract terminates on the date stipulated in writing or at the time when the surrogate mother hands over the child to her biological parents.

In a surrogate mother agreement, a woman's uterus is the subject of the agreement. A woman's uterus cannot be considered as a good or service that can be sold or rented to answer this issue, examine Article 1320 of the Civil Code, which governs the agreement's legal parameters.²³ Here, we will thoroughly discuss the provisions of

²² Abdulkadir Muhammad, *Law of Treaties* (PT Alumni 2013).

²³ Indra Krestianto, 'Surrogate Mother Agreement in Indonesia Viewed from the Aspect of Legal Conditions of Agreement' 68 <<https://e-journal.trisakti.ac.id/index.php/hpph/article/view/17686>>.



the contract specified in Article 1320 of the Civil Code, as they relate to the rental agreement for the surrogate mother.

In general, there are distinctions between the lease and the uterine lease. In a womb lease agreement, a married couple cannot enjoy the rented uterus. However, in the lease agreement, the tenant has the right to enjoy and control the property for a predetermined time. However, married couples rent this uterus to help raise the fetus they have. They pay surrogacy to do it.

Consequences of a Womb Lease Agreement on Child Status

Human Rights Law No. 39 of 1999 states in Article 10 paragraph 1 that, " All people have the right to marry legally in order to have a family and raise children. Every married couple who is linked by a formal marriage has been granted the right by the state to have children."²⁴

Born into or as a result of an acknowledged marriage, a kid is considered lawful, in line with Law Number 16 of 2019's Article 42, which modifies Law Number 1 of 1974 on Marriage". This is the definition set out in the Indonesian legal system of what counts as a legitimate child."²⁵ The Civil Code stipulates under Article 250, that "a married couple's kid born or reared gains the husband's paternity".

Regarding the status of the kid born to a womb renting mother or surrogate mother, there are two possibilities: the surrogate mother can be married or widowed. In relation to the status of this child, the above mentioned rules can be attributed, the circumstances around the likely child delivered to an adoptive mother as follows:²⁶

1. When a widow or single girl serves as the surrogate or surrogate mother.

A kid born to a widow or girl surrogate or surrogate mother is a child born outside of the mother's marriage. Often referred to as a child born through sexual intercourse, as a consequence of marital relations with others.

²⁴ Republik Indonesia, 'Undang-Undang No . 39 Tahun 1999 Tentang : Hak Asasi Manusia' [1999] Undang-Undang Republik Indonesia Nomor 39 Tahun 1999 tentang Hak Asasi Manusia 1.

²⁵ Ministry of State Secretariat of the Republic of Indonesia, 'Law of the Republic of Indonesia No. 16 of 2019 concerning Amendments to Law No. 1 of 1974 concerning Marriage' [2019] Law of the Republic of Indonesia 2 <<https://peraturan.bpk.go.id/Home/Details/122740/uu-no-16-tahun-2019>>.

²⁶ Desrizza Ratman, *Can Rent a Rahim In Indonesia* (Elex Media Komputindo 2012).



2. If the surrogate mother or surrogate acting lady is married.

Children born to married couples who rent out their uterus are legitimate children of married surrogate or surrogate mothers.²⁷ In compliance with Civil Code Article 250 and Law Number 16 of 2019 Amendments to Law Number 1 of 1974 concerning Marriage, Article 42, a kid born into a valid marriage is regarded as having a legal relationship with her spouse. The definition of the article states that a surrogate mother is regarded as a legal child.

That the husband (surrogate mother or womb rental mother) can decline to accept a kid born to a woman who rented his womb since the child is not his biological offspring. Regarding Amendments to Law Number 1 of 1974 Concerning Marriage, see Article 44 of Law Number 16 of 2019, and in accordance with Articles 251, 252, and 253 of the Civil Code, a husband may refuse to give birth to a child by requesting and completing a blood test (DNA or blood type), says:

"If a husband can demonstrate that he and his wife were involved in adultery and that the kid is the result, he has the right to reject the legitimacy of any child born to his marriage".

Children born to a surrogate mother have special negative effects. Both when the fetus is in the womb and after the baby is born, negative effects can appear, the negative consequences of which may occur as follows:

1. As long as it's still in the content:
 - a. It is possible that the inability of a surrogate or surrogate mother to provide affection to her biological child is the cause.
 - b. Inability to obtain adequate health from surrogate or surrogate mother because the married couple has not paid the promised rewards or guarantees.
 - c. A sad or angry surrogate can negatively affect a child's mental development in the future.

²⁷ Honainah, Dominikus Rato and Dyah Ochterina Susanti, 'Nasab Status and Inheritance of Children from Womb Rent Islamic Law Perspective Dominikus Rato University of Jember , Indonesia Dyah Ochterina Susanti University of Jember , Indonesia Introduction One of the Purposes of Marriage is to Avoid Doing' (2023) 4 Rechtenstudent Journal 63.



- d. When a surrogate mother suffers from a disease that has the potential to be transmitted to her child, such as heart disease.
2. While given to married couples:
 - a. Physically, emotionally, and psychologically lose the love that the surrogate mother or surrogate mothers who have carried and delivered her.
 - b. Inability to get breast milk.
 - c. By using his father's name, the loss gained his rights.
 - d. Loss of inheritance from his father.
 - e. Lost the right to be educated and take care of his parents.
 - f. Lost the right to remain close to his parents.
 - g. Loss of the right to be free from economic exploitation.
 - h. Children born to surrogate mothers have trouble accepting explanations for how they came from.

Almost all existing regulations in Indonesia prohibit the practice of womb rental, also known as surrogate mother, and do not allow it, for various reasons, as follows:²⁸

1. To have children, a person must marry according to Law Number 16 of 2019 about Amendments to Law Number 1 of 1974 concerning Marriage and Article 10 Paragraph (1) of Law Number 39 of 1999 concerning Human Rights, this requires a marriage to be deemed legitimate. However, in the case of surrogate mothers or womb rental mothers, the child born may not come from a legal marital bond if the woman is acting as a rental mother or surrogate mother of a widow or girl.
2. Law No. 36 of 2009 on Health's Article 72(b) governs situations of "womb rental" (surrogate mother). through a process that contains elements of degrading the dignity of a human being, especially for the woman (surrogate

²⁸ Valentia Berlian Ayu Febrianti and Budiarsih Budiarsih, 'Rekomendasi Kebijakan Sewa Rahim Dari Perspektif Ham Di Indonesia' (2022) 2 Bureaucracy Journal : Indonesia Journal of Law and Social-Political Governance 870.



- mother) who rents the womb in the hope of obtaining material rewards, in addition to violating common customs in Indonesian society and religion.
3. As stipulated in Law No. 36 of 2009 concerning Health, attempts at the only partners who are legally married and can carry a pregnancy outside of natural means, provided that sperm and ova from married couples must be fertilized in the womb of the wife who has ova, not within the body of a surrogate mother.
 4. Lawfully wed couples who are wedded and experience infertility can reproduce with assistance according to Regarding Reproductive Health, Government Regulation Number 61 of 2014. This is accomplished by implanting the ovum's original sitry with the outcomes of a married couple's sperm and ova fertilisation.
 5. According to the Regulation of the Minister of Health No. 73/Menkes/PER/II/1999 concerning the Implementation of Artificial Reproductive Technology Services, this service can only be provided to married couples who are legally married, who do so as a final resort to obtain offspring, and if there is a medical reason to do so.
 6. Artificial reproductive technology services may only be implemented by a married couple, according to Minister of Health Regulation No. 039/SK/2010 addressing their implementation. This regulation also strictly prohibits the rental of surrogate mothers in any form.
 7. In accordance with the Guidelines for IVF services in hospitals, issued by the Director General of Medical Services of the Ministry of Health in 2000, surrogacy, or rental of the uterus, is prohibited. Artificial technology services can only be done with the eggs and sperm of the partner concerned. The situation of kids delivered to surrogate moms:

By employing a married couple's sperm and eggs, an IVF baby is created, after which the embryo is placed in the uterus of a different woman who is not ovulating. In terms of uterine rent, the surrogate mother conceives and births the kid. Nonetheless, the authors argue that it is important to check surrogate status should the kid girl who is being surrogated be a widow or single parent. However, in cases where a woman



who is still obligated to be married legally is the surrogate mother with her husband, The surrogate mother's kid is regarded as her legal child.

Conclusion

There isn't a legitimate reason, which is the fourth prerequisite, this surrogate mother agreement is invalid in accordance with Civil Code Article 1320. It violates the law, decency, public order, and the agreement principle, which is why. Should such terms not be fulfilled, the surrogate mother contract, sometimes referred to as the womb lease agreement, shall be regarded as being ineffective. In other words the arrangement is seen as cease to exist or be restored as before.

If a girl or widow serves as the surrogate mother, the kid born to her may be regarded as an out of wedlock child. A child born to a married couple who rents out their uterus will be considered a legitimate child in the event that the surrogate mother is a lady who is still legally wed.

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